AGREEMENT BETWEEN

WASHOE COUNTY SCHOOL DISTRICT

AND THE

WASHOE EDUCATION SUPPORT PROFESSIONALS / NEVADA STATE EDUCATION ASSOCIATION

2013-2016

SUPERVISORY AND NON-SUPERVISORY UNITS

JULY 1, 2013

Washoe County School District

WESP

Washoe Education Support Professionals

TABLE OF CONTENTS

ARTICLE	ARTICLE TITLE	PAGE
1	Agreement	4
2	Preamble	4
3	Definitions	4
	3.1 – Definition of Terms	4
4	Recognition and Description of Bargaining Units	6
	4.1 – Recognition	6
	4.2 – Education Support Professional Employee Units	6
	4.3 – New/Deleted Classifications	7
5	Non-Discrimination	7
6	No Strike Agreement	7
7	Grievance and Complaint Procedure	7
	7.1 – Grievance Procedures	7
	7.2 – Rights of Employees to Participation	10
	7.3 – Miscellaneous	11
	7.4 – Complaint Procedure	12
8	Discipline: Probationary/Post Probationary Employees	14
	8.1 – Probationary Employees	14
	8.2 – Disciplinary Actions	14
	8.3 – Progressive Discipline	14
	8.4 – Appeals	17
	8.5 – Absence Without Authorization	17
9	Sick Leave and Other Leaves	17
	9.1 – Sick Leave	17
	9.2 – Leave for Surgery and Medical Appointments	19
	9.3 – Bereavement Leave	19
	9.4 – Family Illness	19
	9.5 – Use of Sick Leave to Supplement S.I.I.S. Benefits	19
	9.6 – Child-Rearing Leave	19
	9.7 – Personal Leave	20
	9.8 – Jury Duty	21
	9.9 – Military Leave	21
	9.10 – School Business Leave	21
	9.11 – Association Leave	21
	9.12 – Leave of Absence Without Pay	22
	9.13 – Leave of Absence for Voting	23
	9.14 – Sick Leave Bank	23
	9.15 – Association Visits	25
	9.16 – Sick Leave Conversion to Vacation Leave	25
10	Vacations and Holidays	26
	10.1 – Vacation Leave: General Provisions	26
	10.2 – Vacation Leave: Accrual and Accumulation	26
	10.3 – Scheduled Holidays	28
11	Wages and Insurance	29
	11.1 – Wage Schedules	29
	11.2 – Salary Advancement	29
	11.3 – Longevity Bonus	29

ARTICLE	ARTICLE TITLE	PAGE
	11.4 – Overtime and Compensatory Time	30
	11.5 – Holiday Pay	31
	11.6 – Call Back Pay	31
	11.7 – Call in Early Pay	31
	11.8 – Report to Work Pay	32
	11.9 – Temporary Assignment Pay	32
	11.10 – Mileage Allowance	32
	11.11 – Group Insurance	32
	11.12 – Retiree Subsidy	33
	11.13 – Tool Allowance	34
	11.14 – Early Separation Incentive Plan (ESIP)	34
	11.15 – Isolation Allowance	35
	11.16 – Highly Qualified Provision	36
12	Transfer/Promotions	36
	12.1 – Transfer/Promotion Process	36
	12.2 – Americans with Disabilities Act Transfer	37
13	Transportation Route Selection	37
	13.1 – Route Selection	37
14	Reduction in Force	37
	14.1 – Seniority Dates and Qualifications	37
15	Dues Deduction	40
	15.1 – Authorizations – Procedures	40
	15.2 – Indemnity	41
16	Safety	41
17	Periods for Meals and Rest	41
18	Use of Facilities	42
19	Work Schedule Changes	42
20	Administration of Agreement	42
21	Employee Protection	43
22	General Savings Clause	43
23	Term of Agreement	43
	23.1 – Length of Agreement	43
	23.2 – Negotiability	44
	23.3 – Wage Changes	44
	23.4 – Ratification	44
APPENDIX A	Bargaining Units (Supervisory and Non-Supervisory)	45
APPENDIX B	Occupational Series	50
APPENDIX C	Salary Schedules (2013-2014)	56
APPENDIX D	Grievance and Complaint Forms	58
APPENDIX E	Memoranda of Understandings	67

ARTICLE 1
AGREEMENT

1.1 This agreement is entered into at Reno, Nevada, this first day of **July 1, 2011** between the Board of Trustees of the Washoe County School District (hereinafter referred to as the Board) and the Washoe Education Support Professionals/Nevada State Education Association (WESP/NSEA) (hereinafter referred to as the Association). The parties to this Agreement are the Board and WESP/NSEA. (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 ESP school employees are matters of mutual concern to the Board of Trustees and the Association.

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 this 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 an Education Support Professional ("ESP") employee holding a position listed under the Full Schedule Classes and Separate Schedule Classes on the ESPs Salary Schedule. Individuals holding positions listed under the Non-Scheduled Classes are not considered an "employee" as used in this Agreement. Effective on the date of ratification of the changes to the 2005-2007 Agreement, employees regularly scheduled to work less than 25 hours per week are not considered an "employee" for purposes of this Agreement and are not considered unit members. (2007)

Employees are covered by this Agreement unless otherwise noted in the Agreement.

The change listed under 3.1.2 will go into effect July 1, 2001, and will not be retroactive.

3.1.2.1 A probationary employee is an employee who has not completed his/her initial nine (9) month probationary period and any extensions thereof; or an existing employee who has

promoted or transferred to a position for which s/he has not previously completed his/her six (6) month probationary period and any extension thereof.

3.1.2.2 A post probationary employee is an employee who has completed his/her initial nine (9) month probationary period and any extensions thereof; or an existing employee who has promoted or transferred to a position and who has successfully completed his/her six (6) month probationary period and any extensions thereof.

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 work loads. Temporary employees are not included in the bargaining unit.

3.1.2.4 If a temporary position exceeds six (6) months, the position will no longer be considered temporary and will be covered by the Agreement except as noted below. The employee's probationary period will begin from the date the position is no longer temporary. If at any time the District determines the position is no longer needed, the employee may be terminated from the District and Article 7, 8, and 14 shall not apply.

3.1.2.5 If it is determined the position should be made regular, the position will be advertised as per Article 12 Transfers/ Promotions.

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 this Agreement shall mean the Washoe Education Support Professionals (WESP).

3.1.5 The term "District" as used in this 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.

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

3.1.9 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).

3.1.10 An "Association Representative" is a duly authorized Association representative appointed by the Association and noticed to the District. (2007)

3.1.11 For purposes of this Agreement "recognition" has meaning ascribed to it under NRS Chapter 288.(2007)

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 Education Support Professionals (WESP) / Nevada State Education Association (NSEA) 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 units.

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 ESP employees bargaining units.

4.1.3 This article shall become effective July 1, 2007, and shall continue and remain in full force and effect thereafter up to and including the thirty (30) days of June 2011, unless recognition is withdrawn as provided for in NRS 288.160; and shall be automatically renewed and continued in effect from year to year thereafter unless notice is given by the District not less than ninety (90) days prior to the date of the expiration of this Agreement.

4.1.4 **ABSENCE FOR NEGOTIATIONS**

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

4.1.4.2 The Association's negotiating team shall be released from duties to attend negotiating meetings with the District. Such released time for the Association's team shall be charged to Association Leave. Such absences must be arranged with reasonable prior written notification.

4.2 **EDUCATION SUPPORT PROFESSIONAL EMPLOYEE UNITS**

4.2.1 The Supervisory bargaining unit shall be composed of all employees in positions listed in Appendix A, Page A1.

4.2.2 The Non-Supervisory bargaining unit shall be composed of all employees in positions listed in Appendix A, pages A2 and A3.

4.2.3 Employees in the following confidential positions shall be excluded from the unit. Confidential positions as defined by NRS 288.170, 6 ("As used in this section, 'confidential employee' means an employee who is involved in the decisions of management affecting collective bargaining") and include the following positions in the:

(a) Personnel Division (all positions)
(b) Superintendent's Office (excluding

the PBX Operator/Receptionist)
(c) Payroll Department (all positions)
(d) Risk Management (Risk Management Technician) (2003)

4.2.4 Temporary employees are not covered by this Agreement.

4.2.5 Employees regularly scheduled to work less than 25 hours per week are not covered by this Agreement. (2007)

4.3 **NEW/DELETED CLASSIFICATIONS**

4.3.1 The District shall consult with the Association as to the appropriateness of inclusion in one (1) of the bargaining units of any new classification(s) added to the ESPs salary schedule during the term of this Agreement in accordance with NRS 288.170.

4.3.2 When the District removes a position from the bargaining unit, the District will notify the Association prior to the removal.

ARTICLE 5
NON-DISCRIMINATION

5.1 The parties hereto agree not to discriminate against any employee on the basis of Association membership or non-membership and agree further that the provisions of this Article are applicable to all employees covered by this Agreement.

ARTICLE 6
NO STRIKE 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.

ARTICLE 7
GRIEVANCE AND COMPLAINT PROCEDURE

7.1 **GRIEVANCE PROCEDURES**

7.1.1 **General Definitions**

7.1.1.1 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.

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

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

7.1.2 **Purposes**

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

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

7.1.3 **Time Limits**

7.1.3.1 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.

7.1.3.2 If an employee, group of employees, or the Association does not 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, then the grievance shall be waived.

7.1.4 **Informal Level**

7.1.4.1 If an employee believes that he/she has a grievance, he/she shall first discuss the matter informally with his/her immediate supervisor in an effort to resolve the matter. If a grievance is resolved at the informal level, the resolution shall be reduced to writing and forwarded to the Association and the Labor Relations Manager.

7.1.5 **Level One – Immediate Supervisor**

7.1.5.1 If the grievant is not satisfied with the outcome of the informal procedure, he/she shall, within ten (10) days following the date of the informal conference, submit his/her formal grievance in writing to the immediate supervisor, who will forward a copy of the grievance to the Labor Relations Manager. The immediate supervisor shall schedule a meeting to hear the grievance within five (5) days after receiving the grievance.

7.1.5.2 The immediate supervisor shall within ten (10) days, from the date of the meeting, render his/her decision and the reasons therefore in writing on the prescribed form to the Association.

7.1.6 **Level Two - Department Head**

7.1.6.1 If the aggrieved is not satisfied with the disposition of his/her grievance at Level One, he/she shall file the written grievance with the Department Head, who will forward a copy of the grievance to the Labor Relations Manager.

7.1.6.2 The Department Head shall within five days (5) days from the date he/she received the written grievance schedule a meeting to hear the grievance. The Department Head shall, within ten (10) days after the meeting, render his/her decision and the reasons therefore in writing on the grievance form to the Association.

7.1.7 **Level Three - Superintendent of Schools**

7.1.7.1 If the aggrieved is not satisfied with the disposition of his/her grievance at Level Two, he/she shall file the written grievance with the Labor Relations Manager. Such filing shall occur within five (5) days after receipt of the decision at Level Two.

7.1.7.2 The Superintendent of Schools, or his/her designated 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 designated representative, shall meet with the grievant for the purpose of resolving the grievance. When requested by either party, a full transcript of this 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 to the Association.

7.1.7.3 Notification of Level Three grievance hearings shall be mailed to the grievant at least five (5) days prior to the hearing.

7.1.8 **Level Four - Arbitration**

7.1.8.1 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, notify the Labor Relations Manager in writing that it will submit the grievance to binding arbitration.

7.1.8.2 Within ten (10) days after written notice of submission to arbitration, the District Labor Relations Manager, the parties shall attempt to 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 American Arbitration Association (AAA) or the Federal Mediation & Conciliation Service (FMCS).

7.1.8.3 The arbitrator's Award shall be submitted in writing to the District and Association Representatives only, and shall set forth his/her findings of facts, reasons, and recommendations on the specific issue(s) submitted. The arbitrator's recommendations shall be binding and shall be consistent with the law and with the terms of this Agreement.

7.1.8.4 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 party calling such witness shall pay for any time lost from district employment by such witness unless he/she elects to use accrued vacation leave.

7.1.8.5 In the event the award would cost the district in excess of ¼ (one quarter) cent of the tax rate for any one specific grievance, or ½ (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.

7.1.8.6 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 AAA or FMCS, except and provided however each party reserves the right to reject the arbitrator designated by the American Arbitration Association, which upon the exercise of that right by either party, the parties agree to obtain a list from the American Arbitration Association of five (5) arbitrators participating in expedited arbitrations from which an arbitrator will be chosen by alternately striking names. The Association shall strike the first name.

7.1.9 **Grievance Forms (See Appendix D)**

The grievance forms contained in Appendix D are included for the sole purpose of making employees aware of the forms that must be used in filing a grievance. Grievance forms may be modified by the District at any time, with or without notice. Appendix D is not in any way subject to the grievance procedure.

7.2 RIGHTS OF EMPLOYEES TO PARTICIPATION

7.2.1 No reprisals of any kind shall be taken by either party against any school representative or any other participant in the grievance procedure by reason of such participation. (2007)

7.3 **MISCELLANEOUS**

7.3.1 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 Superintendent directly and the processing of such grievance shall begin at Level Three.

7.3.2 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 the decisions and reasons therefore.

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

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

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

7.3.6 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.

7.3.7 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.

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

7.3.9 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. If an employee or group of employees does not file a grievance or a continuing grievance in writing as provided herein within ten (10) days after the employee or group of employees knew of or should have known of the act or condition on which it is based, then the grievance or continuing grievance shall be considered as waived. Arbitration awards that involve retroactivity shall not be made retroactive more than ten (10) days prior to the date of filing of the grievance or continuing grievance.

7.4 COMPLAINT PROCEDURE

7.4.1 Definitions

7.4.1.1 The term "Complaint" shall mean a dispute arising under the application and/or administration of such policies or regulations relating to subject matter not covered or grievable by the provisions of this Agreement.

7.4.1.2 A "Complainant" is an employee, a group of employees, or the Association, asserting a "complaint."

The term "Immediate Supervisor" shall mean the person to whom the employee is directly responsible (e.g., coordinator, head of department, building principal).

7.4.1.3 The term "Administrative Supervisor" shall mean the person to whom the Immediate Supervisor is directly responsible (e.g., head of department, building principal).

7.4.1.4 The term "Department Head" shall mean the person to whom the Administrative Supervisor is directly responsible (e.g., head of department, building principal).

7.4.2 Purposes

7.4.2.1 The parties agree that any dispute arising under the application and/or administration of such policies or regulations relating to subject matter not covered by the provisions of the Agreement shall be processed in accordance with the following. The Complainant at any step shall have the right to have a person of his/her own choosing present.

7.4.3 Time Limits

7.4.3.1 If an employee does not file a complaint in writing as provided herein within sixty (60) days from the day the employee knew of or should have known of the act or condition on which the complaint is based, then the complaint shall be waived. However, the District will adhere to the procedure with the exception of the Board of Trustees Level (see 7.4.6.2).

7.4.3.2 Should the District or its representatives not process the complaint in a timely fashion, the complainant may move to the next step of the complaint process as though an answer denying the complaint had been received within the stated time frame.

7.4.4 Level One - Supervisor

7.4.4.1 All requests and problems of ESP employees should be taken up in the first instance with the appropriate immediate or administrative supervisor. Every reasonable effort will be made to resolve any complaint by an ESP employee through meeting with the appropriate immediate or administrative supervisor.

7.4.4.2 In the event a satisfactory solution is not reached, an ESP employee shall notify the appropriate immediate or administrative supervisor and may file a formal written complaint to the immediate or administrative supervisor on the appropriate form.

7.4.4.3 The immediate or administrative supervisor shall render his/her determination or proposed solution to the complainant within five (5) days after the written complaint has been presented to him/her.

7.4.4.4 If the complainant is not satisfied with the disposition of his/her complaint at Level One, he/she may appeal immediate or administrative supervisor's decision to Level Two - Department Head by submitting the written complaint to the Labor Relations Manager within 10 days from the date that the complainant receives the determination of the immediate or administrative supervisor. The District Labor Relations Manager shall determine who the appropriate Department Head is to hear the complaint and forward a copy of the written complaint to that Department Head.

7.4.5 **Level Two - Department Head**

7.4.5.1 The appropriate Department Head shall establish a meeting with the complainant to occur within five (5) days from the day he/she receives the complaint. The Department Head shall within ten (10) days, from the date he/she hears the complaint, render his/her decision or proposed solution and the reasons therefore in writing to the complainant.

7.4.5.2 If the complainant is not satisfied with the disposition of his/her complaint at Level Two, he/she may appeal Department Head's decision to Level Three - Superintendent by submitting the written compliant to the Labor Relations Manager within 10 days from the date that the complainant receives the determination of the Department Head. The District Labor Relations Manager shall forward a copy of the written complaint to the Superintendent.

7.4.6 **Level Three - Superintendent of Schools**

7.4.6.1 Within fifteen (15) days after receipt of the written complaint appeal for a hearing, the Superintendent, or his/her designated representative, shall meet with the complainant for the purpose of resolving the complaint. The Superintendent shall within ten (10) days of the hearing render his/her decision or proposed solution and the reasons therefore in writing to the complainant.

7.4.6.2 If the complainant is not satisfied with the disposition of the complaint at Level Three, the Association, on the complainant's behalf, or the complainant may appeal the complaint to Level Four – Board of Trustees by notifying the Superintendent and the District Labor Relations Manager in

writing, within fifteen (15) days from the date that the complainant receives the determination of the Superintendent. The Superintendent shall notify the Board of Trustees and forward a copy of the complaint to the Board.

7.4.7 **Level Four - Board of Trustees**

7.4.7.1 The Board of Trustees shall schedule an executive session hearing for the complainant and/or Association at the next regular Board meeting, whenever practical. All material and evidence shall then be presented to the School Trustees for their examination. The decision of the School Trustees shall be made by the next regular meeting after the hearing and examination of the facts. The decision of the School Trustees shall be final and binding.

7.4.8 **Complaint Forms (See Appendix D)**

The complaint form must be signed by the complainant(s) and distributed to the Association and the District Labor Relations Manager, who will forward copies of the complaint to the appropriate Supervisor and Department Head. The complaint shall state the nature of the complaint including the specific policy, regulation or other appropriate procedure, practice or subject, which is the basis for the complaint. The complaint forms contained in Appendix D are included for the sole purpose of making employees aware of the forms that must be used in filing a complaint. Complaint forms may be modified at any time by the District, with or without notice. Appendix D is not in any way subject to the grievance procedure.

ARTICLE 8
DISCIPLINE: PROBATIONARY/POST PROBATIONARY EMPLOYEES

8.1 **PROBATIONARY EMPLOYEES**

8.1 The nine (9) month or six (6) month probationary period of an employee may be extended by the Superintendent or his/her designee. When the District extends the probationary period of an employee, the employee will be notified of the reason in writing or in the performance evaluation process. (2007)

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.

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. 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)

8.3.2 For post-probationary employees, including six (6) month probationary employees, the District agrees to adhere to the principles of progressive discipline in matters which require disciplinary action. Such actions may include written warnings and reprimands, suspension without pay, demotion and termination. (2007)

8.3.3 When an employee is performing unsatisfactorily and/or is engaging in misconduct that may lead to disciplinary action against the employee, the supervisor shall meet with the employee in an investigatory/due process meeting in order to discuss the allegations of unsatisfactory performance and/or misconduct. (2007)

Prior to a supervisor meeting with an employee for an investigatory/due process meeting the employee shall be informed they have the right to have an Association Representative present. When there are not exigent circumstances the supervisor should inform the employee in writing. (2007)

In the event extraordinary circumstances are involved, as determined by the District, the employee may be placed on paid administrative leave/ reassignment until the investigation is complete.

8.3.4 **Step I** (Written Warning)

A. Upon completion of the investigation the supervisor shall meet with the employee to advise the employee of the decision to issue a Written Warning. The Written Warning is to be given to the employee by the supervisor and the employee may respond in writing to the warning and have the response attached. (2007)

B. The Written Warning and the written response by the employee, if any, will be placed only in the employee's site file. (2007)

C. This is an informal warning.

D. An employee issued a Written Warning, who does not receive a subsequent Written Warning, Reprimand, or Suspension/Demotion for the same or related matter within a 24-month period shall not have the Written Warning referenced in future disciplinary proceedings and it shall be removed from the file upon the employee's written request. Written Warnings issued for conduct related to violence or the threat of violence may be referenced in future disciplinary proceedings. Conduct considered to be violent is defined as the exertion of physical force so as to injure, damage, abuse, or intimidate. Conduct considered to be a threat is defined as a communicated intent to inflict physical or other harm on any person or on property. An employee who has had no incidences of violence or of threatening violence for a substantial period of time (48 months), and who has demonstrated s/he has overcome violent behaviors, may upon written request have it be removed from his/her file. (2007)

8.3.5 **Step II** (Written Reprimand)

A. Upon completion of the investigation, the supervisor shall meet with the employee to advise the employee of the decision to issue a Written

Reprimand. The Written Reprimand is to be given to the employee by the supervisor and the employee may respond in writing to the reprimand and have the response attached. (2007)

B. A copy of the Written Reprimand, and the written response by the employee, if any, will be placed in the employee's personnel file. (2007)

C. A reprimand form issued to an employee who has met the expected standards, and who has received no subsequent Written Warnings, Reprimands, or Suspension/Demotions for the same or related matter shall not be referenced and shall be removed from the employee's personnel file upon the employee's written request, anytime after thirty-six (36) months have elapsed from the original date of issue. Reprimands issued for conduct related violence or the threat of violence may remain in an employee's personnel file and may be referenced in future disciplinary proceedings. Conduct considered to be violent is defined as the exertion of physical force so as to injure, damage, abuse, or intimidate. Conduct considered to be a threat is defined as a communicated intent to inflict physical or other harm on any person or on property. An employee who has had no incidences of violence or of threatening violence for a substantial period of time (48 months), and who has demonstrated s/he has overcome violent behaviors may, upon written request of the employee, have a Written Reprimand removed from his/her personnel file. (2007)

8.3.6 **Step III** (Suspension/Demotion)

A. Upon completion of the investigation the supervisor shall meet with the employee to advise the employee of the decision for the suspension/demotion. A suspension/demotion letter is to be given to the employee by the supervisor and the employee may respond in writing to the suspension/demotion and have the response attached. (2007)

B. A copy of the suspension/demotion letter, and the written response by the employee, if any, will be placed in the employee's personnel file. (2007)

C. A suspension/demotion issued to an employee who has met the expected standards and who has received no subsequent Written Warnings, Reprimands, or Suspension/Demotions for the same or related matter shall not be referenced and shall be removed from the employee's personnel file, upon written request, anytime after thirty-six (36) months have elapsed from the original date of issue. Suspensions/demotions issued for conduct related violence or the threat of violence may remain in an employee's personnel file and may be referenced in future disciplinary proceedings. Conduct considered to be violent is defined as the exertion of physical force so as to injure, damage, abuse, or intimidate. Conduct considered to be a threat is defined as a communicated intent to inflict physical or other harm on any person or on property. An employee who has had no incidences of violence or of threatening violence for a substantial period of time (normally at least 60 months), and who has demonstrated s/he has overcome violent behaviors may, upon written request of the employee, have a suspension/demotion removed from his/her personnel file. (2007)

8.3.7 **Step IV** (Termination)

A. Upon completion of the investigation, the District shall inform the employee of the termination in writing.

8.4 **APPEALS**

8.4.1 Post-probationary employees who are suspended without pay, who are demoted or terminated as a disciplinary measure may appeal such action through the grievance procedure (see Article 7). (2007)

8.4.2 Probationary employees who are serving their initial nine (9) month probationary period and any extension thereof, may not appeal disciplinary actions through the grievance procedure (see Article 7). (2007)

8.4.3 In the event the appeal reaches arbitration, the sole issue upon which the arbitrator is to render an opinion shall be whether or not there was just cause for the District to take the specific disciplinary action which was taken.

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.

8.5.2 Prior to noticing the employee of his/her separation under this section, the District will, with the exception of the initial nine (9) month probationary period employees, 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 six (6) calendar days from the date the letter was mailed. In the event the employee does contact the appropriate administrator within the six (6) days, the District may still proceed with discipline, however, the action shall be subject to Articles 7 and 8 for post-probationary employees, as defined above.

ARTICLE 9
SICK LEAVE AND OTHER LEAVES

9.1 **SICK LEAVE**

9.1.1 **General Provisions**

9.1.1.1 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.

9.1.1.2 Sick leave is to be used only if the employee is unable to perform his/her duties. In instances where an administrator is concerned that inappropriate use of sick leave has occurred, verification of the employee's illness or disability, may be required in order to charge the absence to sick leave.

In the event of accident, injury, disability, or safety concerns verification of the employee's fitness to return to work may be required by the District. The District may require an

independent medical examination of the employee at the District's expense, with a physician selected by the District. The results of such examination are to be forwarded to the District.

9.1.1.3 Sick leave must be earned before it can be accrued and 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.).

9.1.2 **Accrual and Accumulation**

9.1.2.1 Employees will accrue sick leave at the rate of .058 hour of sick leave for each hour in pay status.

Examples:

A twelve (12) month employee paid over twenty-six (26) biweekly pay periods would accrue .058 per hour x 26 pay periods for approximately 15 days sick leave.

A ten (10) month employee paid over twenty-two (22) biweekly pay periods would accrue .058 per hour x 22 pay periods for approximately 12.76 days sick leave.

9.1.2.2 Employees who work less than eight (8) hours per day shall accrue sick leave on a proportional basis (i.e., a food service employee who works a six-and-one-half-hour (6-1/2) day would earn .58 days of sick leave per biweekly pay period - each sick leave day being six-and-one-half (6-1/2) hours).

9.1.2.3 Unlimited days of sick leave may be accumulated.

9.1.3 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 ESPs position. Regulation 4242.1 shall not be incorporated into this Agreement by references and thus shall not be subject to the grievance procedure.

9.1.3.1 For purpose of this article, "separated" shall mean retired, resigned or deceased.

9.1.3.2 Total monies available for this compensation shall be determined by a tax rate limitation of 0.0001 of the District's ad valorem tax base.

9.1.3.3 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.

9.1.3.4 Checks for said unused sick leave will be distributed to the employee within 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 as soon as possible after the employee's death.

9.1.3.5 Employees may purchase PERS Service Credit with this benefit.

9.2 LEAVE FOR SURGERY AND MEDICAL APPOINTMENTS

9.2.1 Use of accrued sick leave shall be allowed for surgery and/or medical appointments. An administrator/supervisor may require advance approval and/or a medical note from a physician.

Employees will make a reasonable effort to schedule medical appointments outside of their regularly scheduled workday. If this is not possible, employees will make a reasonable effort to schedule medical appointments at a time that will be least disruptive to the work location.

9.3 BEREAVEMENT LEAVE

9.3.1 Employees will be granted one (1) or more leaves of absence per year for bereavement of the immediate family. Not more than ten (10) consecutive days per occasion shall be allowed and leave will be deducted from sick leave. 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, step parents, half brother, half sister, grandchildren, grandparents, aunts and uncles, niece, nephew and stepchild and any person living in the immediate household of the employee. Request for extension of this leave shall be directed to the Superintendent. (2007)

9.4 FAMILY ILLNESS

9.4.1 Employees will be granted a leave of absence with pay, to be deducted from sick leave, for not more than ten (10) days per year when unavoidably absent because of a serious accident or illness within 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, step parents, half brother, half sister, grandchildren, grandparents, aunts, uncles, niece, nephew and stepchild and any person living in the immediate household of the employee. Request for extension of this leave should be directed to the Superintendent. Verification of the illness from the attending physician may be required. (2007)

9.5 USE OF SICK LEAVE TO SUPPLEMENT EMPLOYERS INSURANCE PROGRAM OF NEVADA

9.5.1 Employees may use accrued sick leave to supplement S.E.I.P. 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.

9.6 CHILD-REARING LEAVE

9.6.1 Upon written verification from her physician that she is unable to perform her duties due to disabilities caused by 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.

9.6.2 An employee may 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.

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

9.6.4 No benefits shall accrue to the employee while on a child- rearing leave, except that the employee 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.

9.6.5 In the event the 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.

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

9.6.7 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 pending 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.

9.6.8 Three (3) months prior to the expiration of a child-rearing/adoption leave, the employee shall notify the District whether he/she plans to return to work.

9.6.9 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.

9.7 PERSONAL LEAVE

9.7.1 Upon five (5) days advance notification to the supervisor, one (1) day of personal 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 work day. The personal business must be such that it will not reflect adversely on the District. The reason for personal leave need only be discussed in general terms as it relates to the above two requirements.

9.7.2 Employees who have completed three (3) years of service will have two (2) days of personal leave under the same conditions as above.

9.7.3 Upon reasonable prior notification in writing to the supervisor, an employee shall be granted one (1) day of personal leave per year without pay. Such authorization shall also be in writing.

9.7.4 District staffing needs, as well as emergency situations, may require denial of personal leave requests and/or rescheduling of approved personal leave dates. An example of an emergency is any situation that might threaten the life, safety, or health of employees, students, or the public, or that which might cause damage to any District facility.

9.8 JURY DUTY

9.8.1 All employees who are required to report for jury duty shall not have loss in pay due to such service. However, any jury pay received by the employee shall be remitted to the Business and Finance Department. An employee who reports for such service and is excused therefrom shall immediately contact the supervisor and report for work, if requested.

9.9 MILITARY LEAVE

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

9.10 SCHOOL BUSINESS LEAVE

9.10.1 Any employee requested or required to participate in a District sponsored activity, or meeting, which occurs during his/her work hours, shall do so without loss of pay, unless the request clearly indicates participation is voluntary and no reimbursement will occur.

9.11 ASSOCIATION LEAVE

9.11.1 Upon reasonable prior notification in writing to the appropriate supervisor and administrator (to be forwarded to Human Resources), the President of the Association or the President's designee shall be granted up to thirty (30) days leave with pay to be used for Association business. The thirty (30) days shall be distributed among the separate bargaining units as the Association desires. Such leave may accumulate up to forty (40) days in any given year. An additional two (2) days may be used by the President or a designee with pay, however, the Association shall reimburse the District at the President's or designee's hourly rate for such time. Such leave may be taken in hourly increments.

9.11.2 The Association President shall be granted a two (2) year Leave of Absence with pay. At the end of those two years the Association President will be guaranteed to return to the same position and location he/she formerly held. If his/her position has been eliminated, the President shall be placed in a position as provided in 9.11.2 (a) below. The Association shall reimburse the District for all of the President's compensation and benefits costs, including salary, PERS, Medicare, unemployment, medical insurance, etc. The Association shall notify the District sixty (60) days prior to the commencement of the leave.

In the event the President serves a second consecutive two-year term, the President will be guaranteed the following:

a) The District will make every reasonable effort to return the President to the same position and location. If the position is not available, the President shall be returned to a similar position within the same "Occupational Series Group." If a similar position is not available within the same "Occupational Series Group," the President will be assigned a position based upon his/her qualifications.

b) If the President is returned to a position at a lower pay range, the President is guaranteed his/her former higher rate of pay for a period not to exceed one (1) year or until the employee is placed in a position at equivalent pay range to his/her former rate, whichever comes first.

c) In the event the President is returned to a position at a lower pay range than his/her former position, the District and the Association agree to equally share the cost of the difference in rate of pay between the lower pay range and the current rate of pay for his/her former position, not to exceed one year.

In the event the President serves more than two two-year terms, the President will be returned to a position based upon his/her qualifications. Furthermore, the President will be compensated at the rate of pay for that position and is not guaranteed the rate of pay as provided above in 9.11.2 (b) and (c).

9.12 LEAVE OF ABSENCE WITHOUT PAY

9.12.1 ESP employees may request in writing a leave of absence without pay for a specific period of time. Such leaves must be approved by the Assistant Superintendent of Human Resources or his/her designee. In the event a request is denied the employee will be notified in writing as to the reason for denial. The employee may appeal denial of the leave request to the Superintendent. The Superintendent's decision is final.

Employees with less than six (6) months of service may not be granted a leave of absence without pay in excess of one (1) 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.

Employees on a leave of more than three (3) months are required to inform their administrative supervisors no later than two (2) months prior to the expiration of their leave, if they will or will not return to work. Notification must be in writing. Failure to provide written notification in accordance with this section will automatically forfeit the right of the employee to return and shall be considered a resignation. (2003)

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

9.12.2 Employees regularly scheduled to work at least four (4) hours per day and twenty (20) hours per week may, with the supervisor's approval, be eligible for leaves as outlined in 9.12.1.

9.12.3 If an employee accepts a position resulting from the current incumbent taking a leave of absence, and the employee accepting the position does not receive a leave of absence from his/her position, and if the current incumbent returns to his/her previous position, the employee filling the position shall separate from the District and will have no rights under Article 14, Reduction In Force.

9.13 LEAVE OF ABSENCE FOR VOTING

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

9.14 SICK LEAVE BANK

9.14.1 The sick leave bank is provided to assist ESP employees who are unable to perform the duties of their position because of catastrophic or life threatening illness, or accident and which will require a lengthy convalescence, providing days are available in the sick leave bank.

9.14.2 In order for an employee to be eligible to participate in the sick leave bank, the employee must have been employed by Washoe County School District for a minimum of one (1) year of continuous service.

9.14.3 Employees interested in participating in the sick leave bank shall complete and submit a Sick Leave Bank Participation/ Authorization form to the Sick Leave Bank Committee of the Washoe Education Support Professionals (WESP) / Nevada State Education Association (NSEA).

9.14.3.1 Sick Leave Bank Participation/Authorization forms will only be accepted during the open enrollment period of October 1 through October 31.

9.14.3.2 Sick Leave Bank Participation/Authorization forms are available upon request from the Human Resources office or the WESP office.

9.14.4 Employees who enroll in the sick leave bank shall donate and have deducted from their own sick leave account one (1) day for the operation of the sick leave bank.

9.14.5 Employees participating in the sick leave bank shall continue their participation from year to year unless they notify the ESPs Sick Leave Bank Committee in writing during the open enrollment period of their intent to withdraw.

9.14.5.1 An employee who withdraws from the sick leave bank may not be reimbursed for sick leave days already contributed.

9.14.6 Employees who retire from the District may donate to the sick leave bank a maximum of one (1) unused sick leave day from their personal sick leave

account. This donation is in addition to any other days contributed during the year.

9.14.7 If at any time during a fiscal year, the total number of hours in the sick leave bank is less than 480 hours, the ESPs Sick Leave Bank Committee will inform Human Resources and all sick leave bank participants that one (1) sick leave day will be deducted from their personal sick leave for operation of the sick leave bank. If an employee is unable to donate a sick leave day because the employee does not have a day to donate, the employee will have a day deducted as soon as a sick leave day is accumulated.

9.14.7.1 The circumstances that lead to this contribution shall constitute a waiver of the one day limit specified in 9.14.4.

9.14.8 The total number of hours that may be utilized from the sick leave bank in one year is 3,500.

9.14.9 Hours not used will be carried over to the next year.

9.14.10 Only employees who have contributed to the sick leave bank are eligible to receive assistance from the sick leave bank.

9.14.11 Employees must exhaust all available appropriate leaves and compensatory time (if any) before they can become eligible to receive assistance from the bank.

9.14.12 Employees who enroll in the sick leave bank in October are not eligible for assistance from the bank until January 2. Employees who wish to apply for assistance from the sick leave bank shall complete and submit a Sick Leave Bank Assistance Application to the ESPs Sick Leave Bank Committee. Sick Leave Bank Assistance Applications are available upon request from the Human Resources office or the WESP office.

9.14.12.1 The ESPs Sick Leave Bank Committee shall review the employee's sick leave bank application and sick leave account and usage.

9.14.12.2 Employees who participate in the sick leave bank shall allow the ESPs Sick Leave Bank Committee to review their sick leave account and usage.

9.14.13 The ESPs Sick Leave Bank Committee shall forward its decision to the Human Resources office. Responsibility for determining who shall receive assistance from the bank rests exclusively with the WESP's ESPs Sick Leave Bank Committee. The WESP holds the District harmless in the event of any action by an employee relative to use of the bank. The decision of the Committee is final and is not subject to review, complaint, or grievance.

9.14.14 An employee approved for assistance from the sick leave bank may be granted a maximum of sixty (60) days of sick leave per year.

9.14.15 An employee who receives sick leave from the sick leave bank is entitled to payment for that leave at a rate no greater than his/her current hourly rate of pay.

9.14.16 Any sick leave which an employee receives from the sick leave bank, which was not used at the time the catastrophic illness or accident ceased to exist or upon resignation or termination of the employment of the employee, shall be returned to the sick leave bank.

Sick Leave Bank days shall not be used for elective surgery.

9.14.17 An employee receiving assistance from the sick leave bank shall not accrue leave days.

9.14.18 If an employee is approved to receive assistance and the employee is receiving some form of compensation because of an industrial injury, each sick leave day granted will only equal the amount of compensation needed to offset the total amount of the employee's daily rate of pay.

9.14.19 Except for 9.14.2, the term "year" for purposes of this procedure shall be the time period of October 1 through September 30.

9.14.20 Employees enrolled in the sick leave bank, who transfer into a position which does not receive sick leave, will no longer be eligible for the sick leave bank and will have all sick leave days donated returned to the employee. If the employee previously received assistance from the sick leave bank, no sick leave days will be returned to the employee.

9.15 ASSOCIATION VISITS

An Association Representative may meet with an employee. The conduct of such business shall be such as not to interfere with the performance of the employee's duties. The Association Representative will notify the appropriate site-level administrator and will inform the site-level administrator on his/her arrival in the building in order to facilitate the purpose of the visit.

9.16 SICK LEAVE CONVERSION TO VACATION LEAVE

9.16.1 Nine, Ten and Eleven month employees may convert sick leave into vacation leave once a year from September 1st to September 15th, to be used during the school year. A form will be available for the employee to complete and return to payroll by the deadline.

9.16.1.1 In order to be eligible for the conversion an employee must have a sick leave balance of 95 hours. Out of the sick leave balance the employe will only be able to convert one (1) week to vacation based on the number of hours the employee works, i.e. if employee works six (6) hours a day then only 30 hours can be converted to vacation.

9.16.1.2 Converted vacation days are to be used first before other accruals, please refer to 10.2.4.1 for utilization of vacation leave.

9.16.1.3 Conversion of these days must not exceed the employee's vacation leave accrual cap.

ARTICLE 10
VACATIONS AND HOLIDAYS

10.1 **VACATION LEAVE:** General Provisions

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

10.1.2 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.).

10.1.3 Vacation leave must be earned before it can be accrued and used.

10.1.4 Employees who work less than eight (8) hours per day shall accrue vacation leave on a proportional basis.

10.1.5 Reasonable consideration will be given to an employee's request for specified vacation dates. Requests for vacation time shall be approved by the employee's supervisor.

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

10.1.7 Employee vacation requests will be submitted to the employee's supervisor with as much prior notice as reasonably possible.

10.2 **VACATION LEAVE:** Accrual and Accumulation

10.2.1 Employees shall not have a vacation leave balance of more than the maximum amount of vacation leave days they can accrue over a two (2) year period. For example, if an employee accrues 20 days of vacation leave per year, the maximum amount of vacation leave days the employee is allowed to accumulate is 40.

Other than as specified in 10.2.2, employees are not allowed to accrue vacation leave days beyond the two (2) year maximum. In the event an employee's vacation leave balance exceeds the two (2) year maximum, the days accumulated above the two (2) year maximum will be eliminated from the employee's vacation leave balance.

Employees who have exceeded the two (2) year maximum vacation accrual as of the ratification of this Agreement, shall have until June 30, 2005, to reduce their vacation accrual to the maximum amount allowable under this Article. Employees who do not comply with this Article after June 30, 2005, shall have all vacation days that exceed the maximum amount eliminated from their vacation balance.

10.2.2 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 (2) year maximum.

10.2.3 **Accrual Rates:**

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

10.2.3.2 During the fourth (4th) through tenth (10th) years of service .... .058 per hour.

10.2.3.3 During the eleventh (11th) through fifteenth (15th) years of service .... .070 per hour.

10.2.3.4 During the sixteenth (16th) year and thereafter of service ... .077 per hour.

Examples:

A twelve (12) month employee working eight (8) hours per day and paid over twenty-six (26) biweekly pay periods would accrue in their first three (3) years, .039 per hour x 26 pay periods for approximately ten (10) days per year.

A ten (10) month employee working eight (8) hours per day and paid over twenty-two (22) biweekly pay periods would accrue in their first three (3) years, .039 per hour x 22 pay periods for approximately 8.58 days per year.

10.2.3.5 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

10.2.4 **Vacation Leave:**

10.2.4.1 Employees who work less than 12 months will be encouraged to take vacation when school is not in session. Employees working less than 12 months are eligible to utilize vacation leave during break periods. For example: vacation leave may be utilized during off-track, summer, winter break, or spring break. The vacation time must be utilized immediately following the completion of an employee's work schedule. When vacation time is utilized in conjunction with Compensatory Time Off (CTO), the CTO must be utilized first and immediately following the completion of an employee's work schedule. (2007)

10.2.5 **Vacation Accrual:**

10.2.5.1 Only years of service in a position which accrued vacation leave will be credited towards the accrual rate as defined in 10.2.3 of this article.

10.3 SCHEDULED HOLIDAYS

10.3.1 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):

Holiday	Day/Date
1. New Year's Day	January 1
2. Martin Luther King's Birthday	3rd Monday in January
3. Washington's Birthday	3rd Monday in Feb.
4. Memorial Day	Last Monday in May
5. Independence Day	July 4
6. Labor Day	1st Monday in Sept.
7. Nevada Day	Last Friday in October
8. Veterans Day	November 11
9. Thanksgiving Day	4th Thursday in November
10. Family Day	4th Friday in November
11. Christmas Day	December 25

In order for an employee to receive pay for a holiday, an employee must be in a paid status, including vacation and CTO, for any portion of the day, the day preceding or following the holiday (unless the day following the holiday is the first scheduled day to return to work for the new academic school year, or the day preceding the holiday is the last scheduled day of work for the academic school year.) (2003)

Examples: (1) A Library Assistant scheduled to begin work for the school year on the day following Labor Day would not be paid for Labor Day; (2) an employee whose last scheduled day of work precedes Memorial Day would not be paid for Memorial Day. (2003)

10.3.2 ESP employees eligible for holiday pay who work at a year-round school listed under 10.3.2.4, will be eligible for holiday pay under the following conditions: (2003)

10.3.2.1 Employees will be eligible for holiday pay for holidays that they would have received compensation for had the school continued utilizing a traditional calendar.

10.3.2.2 Employees who voluntarily transfer to any other location will no longer be eligible for this section.

10.3.2.3 Employees who transfer to a school with a year-round calendar after the date the school began operating on a year-round calendar, will not be eligible for this section.

10.3.2.4 Effective July 1, 2005, schools implementing a year-round calendar will not be eligible for this article. Schools that will continue to receive this benefit under the provisions listed above, are as follows: (2003)

Anderson, Beasley, Booth, Cannan, Corbett, Huffaker, Mathews, Picollo, Alice Smith, Spanish Springs ES, Sun Valley, Taylor, Van Gorder, Veterans, and Winnemucca. (2003)

ARTICLE 11
WAGES AND INSURANCE

11.1 WAGE SCHEDULES

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 direct deposited on a paycard. The parties agree that the only information about an employee that can be shared by the District is what is allowable by statute.

11.1.1 Pay ranges for Supervisory and Non-Supervisory employees are included in the salary schedule(s) in Appendix C.

11.2 SALARY ADVANCEMENT

11.2.1 ESP 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 a step increment on July 1 of the following year.

11.2.2 If an employee is not recommended for a salary advance (step increase) within a pay range, such recommendation must be submitted in writing by June 1 to the Human Resources office with a copy to the employee. Such recommendation to defer the step increase must be supported by a statement describing the performance deficiencies. Within ten (10) days after notification the employee may request a review before his/her supervisor, the department head or his/her designee and an Association Representative to discuss the reason(s) for denial.

11.2.3 If an employee believes the recommended deferment of a step increase is unwarranted, he/she may seek a resolution of such action under Article 7.

11.2.4 Should the District have the need to hire a new employee at a step higher than Step 1 of the ESPs Salary Schedule the following will occur prior to the employee being hired:

11.2.4.1 The District and the Association President, or his/her designee, shall meet within five (5) days to discuss the rationale for the placement and any concerns the Association may have with the placement. The District will consider the concerns of the Association and will notify the Association of its decision.

11.3 LONGEVITY BONUS

11.3.1 Employees who have completed twelve (12), thirteen (13), or fourteen (14) years of continuous service shall receive a longevity bonus of $700 each year. Such bonus will be paid on the pay warrant following their anniversary date. (2011)

11.3.2 Employees who have completed fifteen (15), sixteen (16), or seventeen (17) years of continuous service shall receive a longevity bonus of $1,000 each year. Such bonus will be paid on the pay warrant following their anniversary date. (2011)

11.3.3 Employees who have completed eighteen (18) years or more of continuous service shall receive a longevity bonus of $1,100 each year. Such bonus will be paid on the pay warrant following their anniversary date. (2011)

11.3.4 Longevity Scheduled (Based on Years Completed) to be effective July 1, 2006.

Length of Service	Bonus Account
12-14 years	$700
15-17 years	$1000
18+ years	$1,100

11.3.5 Eligible employees who retire prior to their anniversary date shall have the amount of longevity bonus due pro-rated.

11.4 OVERTIME AND COMPENSATORY TIME

11.4.1 Unit members who qualify for holidays shall have those days count as days "worked" for purposes of computing overtime. Unit members who qualify for sick leave shall have those days count as days "worked" for purposes of computing overtime.

11.4.2 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.

11.4.3 All overtime and Compensatory Time Off (CTO) in lieu of paid overtime must be authorized in advance by the appropriate administrator.

11.4.3.1 An administrator will consider the desires of the employee in determining whether to award pay for overtime or CTO.

11.4.3.2 If accrued CTO cannot be granted during the three (3) month period immediately following the overtime performance, upon request by the employee, the earned CTO shall be paid. After nine (9) months, the earned CTO must be paid. Compensation shall be paid for such credited time at the employee's straight time hourly rate in effect at the time the CTO is paid.

11.4.3.3 Employees are eligible to utilize CTO during break periods. For example, CTO may be utilized during off track, summer, winter break or spring breaks. The CTO may be utilized during any break period and must be used immediately following completion of his/her work schedule. CTO must be exhausted prior to vacation leave being used during break periods. (2007)

CTO may be utilized to supplement an employee's hours he/she works in a position during a break period, which is scheduled for less hours than his/her regularly scheduled position, for a maximum total of an employee's regularly scheduled work hours per day, not to exceed eight hours per day. If the employee's regularly scheduled position exceeds eight hours per day, CTO can only be used for a maximum of eight hours per day. (2007)

CTO cannot be used for the purpose of receiving Holiday pay as defined in 10.3.1 unless the CTO is utilized immediately following completion of an employee's work schedule. An employee requesting to use CTO must provide the appropriate timekeeper at his/her school or department with sufficient advanced notice to meet the payroll deadline.

11.4.4 All time worked in excess of a regular work day or regular work week (except as provided in 11.4.5) will be paid at the straight time hourly rate or credited as CTO on an hour-for-hour basis.

11.4.5 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 CTO on a one-and-one-half (1-1/2) hours off for each hour worked in excess of forty (40) hours.

11.4.6 An employee who performs two (2) or more different kinds of work, for which different straight time hourly rates are established, will be paid during the overtime hours at a rate not less than one and one-half times the straight time hourly rate established for the type of work s/he is performing during such overtime hours.

11.4.7 Overtime and compensatory time will be processed in accordance with the Fair Labor Standards Act (FLSA).

11.4.8 With the approval of an administrator, and in accordance with 29 USC, Section 2(b) of the Fair Labor Standards Act, an employee may elect to work in either a 1040 or a 2080 plan formed pursuant to this statute. Said employee will be entitled to overtime as set forth in the above section, depending on the plan adopted and as amended from time to time. An employee may elect to forego working on any of the above-referenced plans upon notification in writing to his or her supervisor.

11.5 HOLIDAY PAY

11.5.1 An employee who is required to work on a regularly scheduled holiday shall be paid for the holiday plus time-and-one-half (1-1/2) for the hours worked on that day.

11.6 CALL BACK PAY

11.6.1 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 employee shall also receive call back pay of three (3) additional hours. Call back pay shall be paid at straight time.

11.6.2 If an employee is called back to work because of inefficiency or error in the performance of his/her responsibilities, appropriate discipline will be taken which may include not being paid the call back pay.

11.7 CALL IN EARLY PAY (2003)

Any employee who is called in to perform work early more than one (1) hour prior to the start of their scheduled shift, due to unforeseen circumstances, shall receive call in early pay of one and one-half (1 ½) additional hours. Call in early pay shall be paid at straight time.

11.8 REPORT TO WORK PAY

11.8.1 Should the employee be required to report to work and no work can be provided, then the employee shall be paid as provided for under NRS 391.180(7), if applicable, or for two (2) hours of work beyond the time actually worked, if any, if NRS 391.180(7) is not applicable.

For example, Mrs. A reports to work Monday morning, works two (2) hours and extensive storm damage forces closure of the building. Mrs. A receives pay for actual time worked plus two (2) hours. However, under no circumstances shall any employee be given report pay that exceeds his/her regular scheduled workday.

11.9 TEMPORARY ASSIGNMENT PAY

11.9.1 Employees may be temporarily assigned to fill a position at a higher job classification. If such assignment exceeds three (3) consecutive working days duration, and if the employee is to continue in the temporary assignment without a break, he/she shall then be reclassified to the higher classification for the balance of such temporary assignment.

11.9.2 Emergency Labor Shortage Pay

For critical needs situations regarding positions declared as emergency labor shortages by the District:

Should an employee be requested to and does work during his/her non-scheduled work time, the employee shall be paid at his/her current rate of pay provided he/she is working within the same grade.

Should an employee be requested to and does work in a higher paid position, the 3 day waiting period, under 11.9.1 above is not applicable and the employee shall be paid at the step closest to his/her current rate of pay based on the salary schedule grade for the higher paid position.

Should an employee be requested to and does work in a lower paying position, the employee shall be paid at the step closest to his/her current rate of pay based on the salary schedule grade for the lower paid position not to exceed the highest step for the lower grade position. (2007)

11.10 MILEAGE ALLOWANCE

11.10.1 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 of each year. Mileage will be calculated and paid for travel between work locations but shall not be paid for travel between the home or point of origin and the work location; or from the work location to the home or point of origin.

11.11 GROUP INSURANCE

11.11.1 Employees regularly scheduled to work at least five-and-one-half (5-1/2) hours per day or twenty-seven-and-one-half (27-1/2) hours per week are eligible for group insurance. In accordance with District policy, employees will begin

receiving group insurance 90 calendar days after the first day of employment in a position that is eligible for group insurance. (2003)

11.11.2 The health insurance contributions by the District shall not exceed the following for Fiscal Year 2011-2012 and Fiscal Year 2012-2013:

Medical Insurance (including any and all related insurances or coverages) - $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; and,
Life Insurance - $6.40 (January 1, 2012) per month per eligible employee."

Effective January, 2013, if rates exceed the above noted rates, the parties will open negotiations on the above insurance contributions. (2011)

11.12 **RETIREE SUBSIDY** (2003)

11.12.1 The District agrees to continue the current retiree subsidy program for those ESP employees who retired prior to the 2004-05 fiscal year subject to the provisions hereof. Beginning with the 2004-05 fiscal year, the District agrees to provide a retiree insurance subsidy program for ESP employees who retire from the District after fifteen (15) or more years of continuous service, provided that employees hired beginning July 1, 1999, and thereafter, will not be eligible for the retiree subsidy. Subject to the above provisions, individuals hired by the District into positions not covered by this Agreement (ESP positions scheduled to work less than four (4) hours per day), prior to July 1, 1999, and who are subsequently hired without a break in service into a position covered by this Agreement, shall be eligible for the retiree subsidy. The cost of such a subsidy shall not exceed .0000389 of the assessed valuation (the "Cap"). In recognition of the increase in the cost of providing an insurance premium subsidy to retirees and in order to continue to provide a subsidy while remaining within the above-referenced Cap, as well as allowing the retirees' subsidy percentage decrease to be phased in on a gradual basis, the current matrix and application of the Cap will be modified to reflect the following changes:

1. Effective fiscal year 2005-06 the matrix will remain the same, but all other eligible retirees shall receive a retiree subsidy limited to 28% of the monthly insurance premium payments beginning January 1, 2005.

2 (a) Effective fiscal year 2004-05, those eligible retirees who have previously received a subsidy of 60% or less shall receive a subsidy of at least 38% of the monthly insurance premium payment without regard to the Cap.

(b) Those eligible retirees who have previously received a subsidy of 80% shall receive a subsidy of 60% of the monthly insurance premium.

(c) Those eligible retirees who have previously received a subsidy of 100% shall receive a subsidy of 80% of the monthly insurance premium.

(d) If the Cap is not reached in providing the subsidy under 2(a), (b) and (c), above, then eligible retirees described in subsection (a) shall receive a subsidy of up to 40% until the Cap is reached.

3. Effective fiscal year 2005-06, the matrix shall cease to apply to all retirees and all eligible retirees shall receive the same subsidy regardless of income or time of retirement. As part of the negotiations for an Agreement covering fiscal years 2004-05, 2005-06, and 2006-07, and in order to have the decrease in the retirees' subsidy percentage be phased in on a gradual basis, the District agrees not to strictly enforce the Cap for the 2005-06 fiscal year and to provide a subsidy of at least 35% to all eligible retirees for the 2005-06 fiscal year. If the Cap is not reached with a 35% subsidy, then the District will pay up to a 40% subsidy until the Cap is reached for fiscal year 2005-06. Unless and until such a time as Section 11.12 is mutually re-negotiated and implemented for fiscal years following 2005-06, the Cap will be enforced and all eligible retirees will receive the same subsidy.

11.13 TOOL ALLOWANCE

11.13.1 All employees in the Mechanic I, Assistant Mechanic, and Garage Service Attendant classifications who are required to provide their own tools will be provided a tool allowance of $300. This allowance will be paid in July of each year and will be used for the upkeep and replacement of tools. (2003)

11.14 EARLY SEPARATION INCENTIVE PLAN (ESIP)

The current Early Separation Incentive Plan (ESIP) shall continue until August 31, 2008.

Effective September 1, 2008, the District will provide an Early Separation Incentive Plan (ESIP) within the following limitations:

11.14.1 Commencing September 1, 2008, bargaining unit members desiring to participate in the ESIP must satisfy the following conditions in order to be considered as a participant of the ESIP: 1) have completed 20 years of continuous service with the Washoe County School District as of August 31 of the year in which they participate; 2) have less than 36 years of credited service with PERS as of the year in which they participate (separate); 3) submit to the Human Resource Division of the District a completed ESIP Application Form and Letter of Resignation (effective no later than August 31 of the year in which they retire) prior to the deadline announced by the District.

Following the receipt by the District of a completed ESIP Application Form and Letter of Resignation, the bargaining unit member's ESIP Application Form and Letter of Resignation will be either approved or disapproved by the District no earlier than January of the year the bargaining unit member is to retire and the bargaining unit member will be notified in writing of the decision. If a bargaining unit member's ESIP Application is approved by the District, the District will accept the bargaining unit member's Letter of Resignation and determine the amount of the benefit to be paid to the bargaining unit member, subject to Section 11.14.2 below, (the "ESIP Amount") as follows:

For bargaining unit members of the District, the ESIP Amount will be paid by August 31 of the year that such employees retire. The ESIP Amount awarded

to a bargaining unit member will be paid by the District to the bargaining unit member in a lump sum amount, which is subject to applicable taxes.

Unless the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and the corresponding Treasury Regulations provide otherwise, the ESIP Amount paid to a bargaining unit member shall be treated as severance pay taxable to the bargaining unit member under applicable federal and state laws. The bargaining unit acknowledges that because the ESIP Amounts are treated as taxable severance pay to its members, the District is authorized to withhold from the ESIP Amount paid to a bargaining unit member, all federal, state and local income, payroll, and other taxes required to be withheld under applicable federal and state laws. The bargaining unit further acknowledges that the payment of ESIP Amounts may not be (i) deferred beyond the date the ESIP Amount is payable, or (ii) transferred by the District on a pre-tax basis to a tax exempt plan sponsored by the District, including without limitation, the "Special Pay Plan" and any plan described in Code Section 403(b) or Code Section 457.

However, a bargaining unit member is authorized, if permitted by the laws governing the Nevada PERS Program, to utilize the after-tax ESIP Amounts to voluntarily purchase PERS service credits. Any bargaining unit member who elects to utilize his or her after-tax ESIP Amount to purchase PERS service credits shall be solely responsible for obtaining from and submitting to PERS the necessary documentation to purchase the PERS service credits prior to separating from service from the District. The bargaining unit and the District hereby agree that the ESIP described herein shall be memorialized in a Plan set forth in the Administrative Regulation adopted by the District, which Plan shall contain language necessary to comply with Code Section 409A.

11.14.2 Upon approval by the Board of Trustees, the amount of the approved incentive will be paid to the employee in a lump sum payment as follows:

20-25 years of service - $3,500
26+ years of service - $5,000

11.14.3 The total amount to be funded for incentives in any given year shall not exceed $100,000. If the cost of the incentive (if approved) exceeds the amount in the appropriate fund, those with the most years of service with the school district shall be recommended first. If less than $100,000 is paid out in a fiscal year, then the balance shall be carried forward to the next fiscal year.

11.14.4 Should the employee become deceased prior to receiving the total ESIP entitlement, the balance shall be paid to the designated employee's beneficiary or the employee's estate.

11.14.5 All other matters related to this program will be governed by Administrative Regulation 4236 which shall not be incorporated into this Agreement by reference and thus not be subject to the grievance procedure.

11.15 ISOLATION ALLOWANCE

11.15.1 The District agrees to continue the present isolation allowance to employees at Gerlach and Natchez. Employees at Gerlach shall receive $700 per year, and employees at Natchez shall receive $250 per year. Employees working less than 4.2 hours per day are not eligible for this allowance. (2003)

11.16 HIGHLY QUALIFIED PROVISION

11.16.1 Effective January 1, 2004, Teacher Aides who are required by the District to meet the "highly qualified" state and federal requirements of HR1 and SB1, shall be reclassified from a range 10 to a range 11 on the Education Support Professionals Salary Schedule. Reclassification of the position shall occur upon submission by the employee of his/her credentials to Human Resources, and upon review, verification, and approval of the credentials by Human Resources. Once approval is given, the reclassification of the position shall be made effective in the next available payroll.

Effective January 1, 2004, Special Education Teacher Aides who are required by the District to meet the "highly qualified" state and federal requirements of HR1 and SB1, shall be reclassified from a range 11 to a range 12 on the ESPs Salary Schedule. Reclassification of the position shall occur upon submission by the employee of his/her credentials to Human Resources, and upon review, verification, and approval of the credentials by Human Resources. Once approval is given, the reclassification of the position shall be made effective in the next available payroll.

Employees who are required by the District to meet the "highly qualified" state and federal requirements of HR1 and SB1, are eligible to take the PRAXIS ParaPro Assessment two (2) times at District expense.

In the event an employee who is required by the District to meet the "highly qualified" state and federal requirements of HR1 and SB1, does not meet the requirements, the District will assist the employee in securing a transfer to another District position by notifying administrators who have openings of the desire of the employee to transfer. The decision to select or not select the employee will be at the sole discretion of the administrator.

ARTICLE 12
TRANSFER/PROMOTIONS

12.1 TRANSFER/PROMOTION PROCESS

12.1.1 When a new or existing ESP position scheduled to work more than 4.2 hours per day becomes vacant, Human Resources will first open the position to Washoe County School District employees only, provided the position has not been filled with a directed transfer. If the District fills a position with a directed transfer, the District_will notify the Association prior to the directed transfer. Positions listed in 1.3, 4, and 5, of the Washoe County School District Human Resources office ESPs Transfer/ Promotion Procedure will be filled as outlined in that procedure.

12.1.1.1 Employees being promoted will be placed at the grade and step that permits an increase of no less than 4%.

12.1.1.2 Employees transferring to a position within the same salary grade will remain at their same grade and step.

12.1.1.3 Employees transferring to a position in a lower salary grade will be placed on the step closest to their current hourly rate of pay, not to exceed the maximum step of the new grade.

12.1.1.4 An employee transferring to a position in a different classification, or being promoted, will be placed in a six (6) month probationary period.

12.1.1.4.1 If during that six (6) month probation period an employee transfers to a position in a lower salary grade, their pay will revert to that grade and step closest to their previous hourly rate of pay.

12.1.1.4.2 If a new employee transfers to a position in a lower salary grade within the first nine (9) months of their employment, their pay will revert to that position's hourly rate of pay.

12.1.1.5 In consultation with the supervisor, employees may be allowed a reasonable amount of time off with pay for District interviews.

12.2 AMERICANS WITH DISABILITIES ACT TRANSFER

12.2.1 In the case of an ESP employee approved for a reasonable accommodation under the Americans With Disabilities Act (ADA), the District may transfer the ESP employee into a new or existing position without opening the position to current Education Support Professional employees. The District will consult with the Association prior to transferring an ESP employee under this Section.

ARTICLE 13
TRANSPORTATION ROUTE SELECTION

13.1 ROUTE SELECTION

13.1.1 The purpose of this Article is to provide an equitable approach for assigning "open" routes to bus drivers. Route selection procedure will be delineated in the "Team Members Handbook." (2011)

13.1.2 All bids will be awarded by seniority and at management's discretion based on experience, qualifications and performance. If a route is bid on and accepted, the driver will be required to remain on the route for at least sixty (60) working days. If the Department's administration determines that the driver cannot perform satisfactorily on the route, s/he will be placed on another route until s/he can successfully bid an "open" route. No driver will be allowed to bid on routes while on suspension. All routes may be subject to amendment up to forty (40) hours a week by adding additional work to the regularly scheduled route. (2011)

13.1.3 For the purposes of this Article only, seniority shall be calculated from the first day of independent driving without a break in service. A break in service is a separation from service with the transportation department. During an approved leave of absence, seniority shall continue to accrue. (2011)

ARTICLE 14
REDUCTION IN FORCE

14.1 SENIORITY DATES AND QUALIFICATIONS

14.1.1 Employees who work less than 5 hours per day or less than twenty five (25) hours per week are not covered by this article.

Teacher Aides are excluded from this article.

This article shall only apply to Teacher Assistants when a system-wide reduction in Teacher Assistants occurs.

14.1.2 The Association will be informed in writing of any pending reduction in force, reorganization or restructuring prior to the official notification of employees affected thereby, at the earliest date release of said information is authorized. The District will provide the Association with a written seniority list of the affected classification/department. The Association and the District shall meet to discuss the reasons for the reduction in force, the number and types of positions affected, and the approximate date the reductions will take place. The Association has five (5) days to make its views and recommendations known (in writing) to the District Labor Relations Manager, concerning the implementation of such reduction in force. However, the District may proceed with the reduction in force at anytime after meeting with the Association.

14.1.3 In the event the District determines that the ESP employee staff must be reduced, the seniority date with Washoe County School District shall determine the order in which members of the two ESPs bargaining units 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 grade. An employee will first bump within his/her current classification, if possible, and then within his/her occupational series, if possible. If this is not possible, an employee in one occupational series may bump an employee in another occupational series if the employee is qualified (in the District's opinion) and has more WCSD experience in the specific position than the employee being bumped. Occupational series are defined in Appendix B.

14.1.4 Seniority or "seniority date" shall mean the most recent date of employment with the Washoe County School District.

14.1.5 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 procedure agreed upon by the Association and the District.

14.1.6 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.

14.1.7 All other conditions being equal, the seniority date shall prevail as the determining factor for purposes of a reduction in force and first right to rehire. An employee's seniority date for reduction in force 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 reduction in force in which bridging will be authorized if the employee is re-employed in his/her occupational series within the period of his/her reduction in force eligibility.

14.1.8 Leaves of absence shall not change the employee's seniority date.

14.1.9 The procedure for reducing positions shall be as follows:

14.1.9.1 The employee occupying the position being reduced shall bump the employee with the least District seniority. For example, if a school secretary position were being eliminated, the employee in this position would fill the school secretary position occupied by the employee with the least District seniority.

14.1.9.2 If a position in a specific office of a department were being eliminated and there were more than one position in the same classification in the office, the employee in the office with the least District seniority shall bump the employee with the least seniority in the District.

14.1.9.3 If an employee's position were being reduced, the employee shall bump the employee with the least District seniority who works the same or closest (based on a comparison of the annual salary and medical insurance premiums of the employee and the annual salary and medical insurance premiums if s/he were to bump into another position) to the same number of hours per day and months per year. This shall be determined based on comparing the annual salary of the employee with what the annual salary of the employee will be if s/he were to bump another employee. This process would continue until the least senior employee's position is reduced.

14.1.10 Whenever it is necessary for the District to implement a reduction in force due to lack of work or lack of funds pursuant to NRS 288.150, existing vacancies will be utilized to the maximum extent possible to place employees in continuing positions that otherwise would be terminated from the District. All layoffs are carried out in compliance with applicable laws and regulations. The following options will be considered prior to implementing a reduction in force:

14.1.10.1 Transferring employees whose positions are being eliminated into positions that are available at the time of the reduction based on retirements, resignations, leaves of absences, and new positions. The decision to utilize these options will be at the discretion of the District.

14.1.11 All employees terminated by a reduction in force, if eligible, shall be placed on a Re-employment Priority List for all positions in their occupational series for which they are qualified and available and which positions are not a higher level than previously held. All such employees must be given preference for rehiring in permanent positions for which they are qualified. Employees on the Re-employment Priority List will be notified of openings in order of highest District seniority. Names shall remain on the Re-employment Priority List for eighteen (18) months. In order for an employee's name to remain on the list, s/he must notify the District of his/her interest in remaining on the list, in writing, every six (6) months. However, refusal of a comparable position may result in removal from the Re-employment Priority List.

14.1.12 Employees who are re-hired with the District from the Re-employment Priority List will retain the vacation accrual rates and the amount of accrued sick leave they had when they were reduced.

14.1.13 New employees filling positions with any temporary funding source, such as one-year-only (or any other specified period of time) positions, grant funded positions, bond funded positions, will not be eligible for this article until after five

(5) years of service with the District in the position. District employees transferring into such positions will be eligible for this article.

14.1.14 Washoe Education Support Professionals Association (WESP) and the Association of Professional Technical Administrators (APTA) recognize and agree that whenever the District determines that "Reorganization/Restructuring" of a department or departments is required, and elimination of positions and/or employee classifications are deemed necessary, the following process would be followed: Both WESP's and APTA's disenfranchised/impacted employees, as identified by Human Resources, would immediately be eligible, as an internal transfer candidate, to apply for any and all new positions they deem themselves qualified for within the departmental reorganization/restructure.

14.1.15 Disenfranchised employees, as identified by Human Resources, within that department, would only be eligible for this one-time opportunity to apply for vacancies created because of the reorganization/restructuring, and it's direct impact to them. Disenfranchised employees would be required to have applications submitted within the timeline provided at the time of the posting for the vacancies of the new positions based upon the reorganizational/restructuring need.

ARTICLE 15
DUES DEDUCTION

15.1 **AUTHORIZATIONS - PROCEDURES**

15.1.1 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.

15.1.2 The Association will provide the District with the enrollment forms and the amount to be withheld for employees who have voluntarily authorized the District to deduct Association dues. 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. (2003)

15.1.3 Any employee desiring to have the District discontinue deductions he/she has previously authorized must notify the Association in accordance with the Association's Constitution Bylaws between July 1 and July 15 for that school year's dues. The Association will provide the District with the list of employees who have requested to have their dues deductions discontinued by August 15th, and the District will discontinue the dues deductions by the first full pay period in September. (2003)

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

15.1.5 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.

15.1.6 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.

15.2 **INDEMNITY**

15.2.1 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 reasons of action taken by the District in reliance upon any authorization cards submitted by the Association to the District.

15.2.2 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 16
SAFETY

16.1 The District agrees to make reasonable efforts to continue providing safety equipment which, in the opinion of the District, is necessary to protect employees from injury in accordance with the practice now prevailing in the District.

16.2 The District further agrees to continue to maintain safe and healthful working conditions in accordance with applicable Nevada Revised Statutes and Federal Laws.

16.3 Except for employees that have been properly trained, employees shall not be required to search rooms, lockers, or other areas of a school facility for possible hazardous material.

16.4 When a supervisor must meet with an employee to discuss a serious safety issue, the employee is required to immediately meet and cooperate with the supervisor, even if an Association Representative is not available.

ARTICLE 17
PERIODS FOR MEALS AND REST

17.1 An employee regularly scheduled to work seven (7) continuous hours or more shall be provided an uninterrupted non-paid meal period of at least one-half (1/2) hour. The meal period should, in so far as practicable, be in the middle of the scheduled work period. Employees who currently work without an uninterrupted non-paid meal period shall continue to do so for the balance of the 1991-92 school year unless a change is approved by the appropriate administrator. With the concurrence of the supervisor, an employee may elect to forego his/her meal period.

17.2 An employee regularly scheduled to work seven (7) continuous hours or more shall be provided two (2) uninterrupted paid rest periods of at least ten (10) minutes. An employee regularly scheduled to work four (4), five (5), or six (6) continuous hours shall be provided one (1) uninterrupted paid rest period of at least fifteen (15) minutes. With the approval of the appropriate administrator, an employee may take informal rest periods in lieu of the formal uninterrupted rest period(s).

17.3 The time lunch and rest periods are scheduled will be determined by the supervisor, after consultation with the employee.

ARTICLE 18
USE OF FACILITIES

18.1 The Association shall have the right to use school mailboxes, interschool mail service, school e-mail, and Association bulletin boards for organizational material, provided that such material is clearly identified as Association material and the Association accepts the responsibility for such material.

18.2 The Association shall be allowed the use of school buildings for Association meetings so long as arrangements have been made with the principal of the building. Such meetings shall not conflict with any regular or specific activities, and such use shall not involve additional or extra custodial services and/or other unusual expense to the District.

ARTICLE 19
WORK SCHEDULE CHANGES

19.1 In the event the work schedule of an employee must be changed for a regular or extended period of time (more than one (1) bi-weekly pay period), the administrative supervisor shall provide the employee with a minimum of ten (10) days advance notice. If ten (10) days advance notice is not possible, in order to provide coverage, the administrative supervisor shall seek qualified volunteers from employees in the department.

If a qualified employee in the department does not volunteer to work the administrative supervisor shall, based on the seniority of qualified (in the judgment of the administrative supervisor) employees, and beginning with the least senior employee, direct an employee in the department to provide needed coverage until the ten (10) days advance notice can be accomplished.

If there are no qualified employees or volunteers available to provide coverage prior to the ten (10) days notice then the administrative supervisor shall direct the affected employee's work schedule be changed immediately.

Administrative supervisors shall make a good-faith effort to consider the hardship on an employee in the event less than ten (10) days advance notice is not possible.

ARTICLE 20
ADMINISTRATION OF AGREEMENT

20.1 Those schools with a plan for shared decision making, which has been approved by the Washoe County School District Board of Trustees as per Administrative Regulation 6000, may apply for variance of the negotiated agreement. The request for variance must be submitted and approved by both the Superintendent and the WESP Board of Directors. Requests for variances must be submitted by May 1 preceding the school year in which the requested variance will take effect. All requests for variance must state the specific article of the agreement and explain what the school is considering that might violate this provision of the agreement. The request must also state the period of time for which the variance is needed. A variance may be granted for no more than one (1) year at a time. Schools wishing to renew the variance must reapply by May 1.

In order for a school to be considered for a variance, there must be certification that a majority of the school's ESP staff has approved the variance request. Such certification must be gathered through a secret ballot process conducted jointly by the Association building representatives and school administration.

This Article will not circumvent the grievance/complaint procedure.

ARTICLE 21
EMPLOYEE PROTECTION

21.1 The School Trustees shall provide for the legal defense of an employee in accordance with NRS 391.271.

21.2 Employees shall immediately report cases of assault either suffered by them or for which they may be responsible and which occurred in connection with their employment.

21.3 An employee, while acting within the course of his/her duties as such, may use such force as is reasonable and necessary to protect himself/herself or others or property; or to quell a disturbance threatening physical injury; or to obtain possession of weapons or other dangerous objects upon the person of or within the control of the pupil.

ARTICLE 22
GENERAL SAVINGS CLAUSE

22.1 In the event that any provisions of the Agreement, or any application thereof, is held contrary to law by a court of competent jurisdiction and said decisions become 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 re-negotiating or considering the provision(s) affected.

ARTICLE 23
TERM OF AGREEMENT

23.1 **LENGTH OF AGREEMENT**

23.1.1 This Agreement shall be effective as of the first day of July, 2013, and shall remain in effect until the 30th day of June, 2016, and shall continue from year to year thereafter unless either of the signatories hereto shall give written notice to the other as required by Nevada Revised Statutes, of a desire to change wages, hours and conditions of employment hereof.

For 2012-2013 both parties agree that no more than four (4) articles (each party) may be opened by the parties, in addition to articles that have financial impact.

For 2013-2014 both parties agree that no more than four (4) articles (each party) may be opened by the parties in addition to articles that have financial impact.

For the 2014-2016 contract, both parties agree that no more than four (4) articles (each party) may be opened by the parties in addition to articles that have financial impact.

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 **NEGOTIABILITY**

23.2.1 The parties also agree that any subjects where negotiability may be challenged that are ultimately determined to be mandatory topics for negotiation, may be reopened after either party has exhausted all avenues of judicial review, provided however, that written notification of intent to reopen is given prior to February 15 for any proposed changes to be effective on July 1.

23.3 **WAGE CHANGES**

23.3.1 2011-2012 – Employees who are eligible will move an experience step on the salary schedule. The salary schedule shall be reduced by 2.5%, effective with the first full payroll period in July 2011. In addition, the salary schedule shall be reduced by one-half of the statutory increase in the PERS contribution (1.125%).

2012-2013 – Employees who are eligible will move an experience step on the salary schedule. The salary schedule shall be reduced by 2.5%, effective with the first payroll period in July 2012.

2013-2014 – upon ratification, the current salary schedule (2013-2014) shall be increased by 2.0%, retroactive to the first payroll in January 2014.

23.4 **RATIFICATION**

Ratified by the:

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

DATE: February 11, 2014

Ratified by the:

Washoe Education Support Professionals (WESP)/Nevada State Education Association (NSEA) on:

DATE: February 1, 2014

On Behalf of the WCSD:

Virginia R. Doran
Labor Relations Manager
Human Resources

Date

On Behalf of the WESP:

Mike Horner, President
WESP

05-15-14
Date

APPENDIX A

SUPERVISORY BARGAINING UNIT[1]

Accounts Payable Supervisor
Carpenter Shop Supervisor
Computer Operator
Technology Training Supervisor
Electrician II
Environmental Assessment Technician II
Equipment Operator I, II
Fleet Maintenance Coordinator
Groundskeeper II
Groundskeeper Supervisor
HVAC Shop Supervisor
Housekeeping Field Supervisor
Housekeeping Training Supervisor
Lead Custodian I
Lead Custodian II
Lead Electronic Technician
Lead Nutrition Worker
Mail Clerk II
Mechanic II
Mentor Program Coordinator
Nutrition Services Appliance Technician II
Nutrition Services Appliance Technician Supervisor
Nutrition Services Assistant Manager II
Nutrition Services Assistant Supervisor
Nutrition Services Banquet Manager
Nutrition Services Center Kitchen Manager
Nutrition Services Center Production Facilities Supervisor
Nutrition Services Field Supervisor
Nutrition Services Manager I
Nutrition Services Manager II
Nutrition Services Supervisor
Offset Machine Operator II
Operations/Transportation Field Supervisor
Painter II
Paint Shop Supervisor
Plumber II
Preventive Maintenance & Assessment Supervisor
Print Shop Supervisor
Remodel Supervisor
Risk Management Technician
Site Facilities Coordinator I
Site Facilities Coordinator II
Site Facilities Coordinator III
Systems Analyst
Transportation Safety Supervisor
Transportation Site Supervisor
Transportation Training Supervisor
Upholsterer
Warehouse Supervisor
Warehouse Worker/Driver II

[1] Certain conditions/restrictions apply to all classes affecting whether or not a particular class or position is in a bargaining unit and whether a particular class or position is covered by all Articles of this Agreement. See Article 4.

APPENDIX A

NON-SUPERVISORY BARGAINING UNIT[1]

Account Clerk I
Account Clerk II
Account Clerk Trainee
Accountability Technician
Account Technician
Administrative Investigator
Administrative Secretary
Administrative Secretary
Administrative Administrative
Assistant Carpenter
Assistant Mechanic
Assistant Upholsterer
Attendance Officer
Audio Visual Media Technician
Audio Visual Technician
Audit Clerk
Bindery Machine Operator
Bond Program Controller
Building Inspector
Bus Driver
Bus Driver – Instructor/Evaluator
Bus Driver – Special Education
Buyer I
Buyer II
Campus Supervisor
Carpenter
Case Manager
Central Services Liaison
Certified Occupational Therapy Technician
Clerical Aide
Clinical Aide
Clinical Assistant
Senior Software Developer
Communications & Records Manager
Computer Assistant
Computer Operator
Computer Operator Testing/Evaluation
Computer Support Specialist
Technology Trainer
Custodian
Data Analyst
Data Analyst-Webregistration
Data Coordinator
Delivery/Receiver Worker
Demographic/GIS Technician
Desktop Technician
Desktop Specialist
Technical Services Sepcialist
Network Administrator
Dining Room Chef/Manager
Dispatch Technician I, II
Dispatch Technician Assistant
Early Childhood Specialist (COW)
Electrician I
Electronic Systems Technician
Electronic Technician, Audio-Visual
Electronic Technician, Photocopiers
Electronic Technician, Video Systems
Electronic Technician, Word Processors/Typewriters
Environmental Assessment Technician I
Equipment Operator I, II, III
Equipment Services Technician
Family Advocate I, II
Fuel Island Attendant
Fleet Maintenance Technician
Groundskeeper I
Home Educator Advocate/Title I/Even Start
Homeless Liaison – Title I
HVAC Systems Control Technician
Internet Services Technician
Irrigation Systems Maintainer
Job Developer/Coach-Special Education
Library Assistant I
Library Assistant II
Library Associate I
Library Associate II
Locksmith
Mail Clerk I
Maintenance Technician I, II
Mechanic I
Mechanical Technician
Musical Instrument Technician
Network Analyst
Network Support Analyst
Nutrition Service Appliance Technician I
Nutrition Service Computer Technician
Nutrition Service Computer Technology Trainer
Nutrition Service Dishwasher
Nutrition Service Elementary Manager
Nutrition Service Kitchen Manager
Nutrition Service Inventory Control Technician
Nutrition Service Worker I
Nutrition Service Worker Assistant
Offset Machine Operator I
Offset Machine Operator Trainee
Painter I
Parent Involvement Facilitator – Title I
Plumber I
Preventive Maintenance Technician
Program Facilitator
Program Services Technician I
Program Services Technician II
Property Control Technician
Pupil Transportation Assistant

Districtwide Grounds Maintainer
CAD Designer

Records & Documents Technician
Regulated Systems Specialist

[1]Certain conditions/restrictions apply to all classes affecting whether or not a particular class or position is in a bargaining unit and whether a particular class or position is covered by all Articles of this Agreement. See Article 4.

Appendix A2

NON-SUPERVISORY BARGAINING UNIT[1]

Remodel Shop Technician
Roofing Technician
School Bookkeeper
School Police Dispatch Technician I
High School Registrar
Administrative Secretary
Secretary
Middle School Registrar
Clerical Aide
Library Assistant II
Administrative Assistant
Administrative Assistant-Magnet HS
Site Coordinator (21st Century)
Small Engine Mechanic
Software Support Specialist
Specialized Health Care Technician
Special Program Coordinator
Special Project Coordinator
Special Project Coordinator – STOP
Speech Pathologist Technician
Storekeeper I, II
Structured Cabling Specialist
Program Services Technician II
Secretary
Clerical Aide
Systems Analyst
Systems Applications Programmer
Teacher Aide I
Teacher Aide/Hearing Impaired
Teacher Aide/Special Education
Teacher Assistant I
Teacher Assistant-SMPBC
Telecommunications Support Specialist
Translation Specialist/ESL
Transportation Instructor/Evaluator
Tutorial Aide-Title IX
Typesetter/Graphic Artist
Senior Software Developer
Warehouse Worker
Warehouse Worker/Driver I
Warehouse Worker/Mail Clerk
Welder
Wellness Coordinator

[1]Certain conditions/restrictions apply to all classes affecting whether or not a particular class or position is in a bargaining unit and whether a particular class or position is covered by all Articles of this Agreement. See Article 4.

APPENDIX B

OCCUPATIONAL SERIES

Series Group	Classification	Pay Grade
Accounting	Account Technician	20
	Accountability Technician	20
	Account Clerk II	18
	Account Clerk I	17
	Audit Clerk	19
	Account Clerk Trainee	15
Audio Visual-Film Library	Audio Visual Specialist	25
Building/Boiler Maintenance	Regulated Systems Specialist	25
	HVAC Shop Supervisor	25
	Preventive Maintenance & Assessment Supervisor	27
	Building Inspector	23
	HVAC Systems Control Technician	26
	Mechanical Technician	22
	Environmental Assessment Technician II	23
	Roofing Technician	24
	Environmental Assessment Technician I	21
	Maintenance Technician II	20
	Preventative Maintenance Technician	18
	Maintenance Technician I	19
Carpentry	Carpenter Shop Supervisor	25
	Carpenter	21
	Assistant Carpenter	19
Clerical-Secretarial	Administrative Assistant	21
	Program Services Technician	21
	Administrative Secretary	20
	Administrative Secretary	20
	School Bookkeeper	20
	High School Registrar	20
	Secretary	18
	Clerical Aide	16
	Library Assistant II	19
Custodial	Housekeeping Field Supervisor	24
	Site Facilities Coordinator III	22
	Lead Custodian II	19
	Site Facilities Coordinator II	21
	Lead Custodian I	19
	Site Facilities Coordinator I	19
	Custodian	15

OCCUPATIONAL SERIES

Series Group	Classification	Pay Grade
Information Systems	Senior Software Developer	27
	Internet Services Technician	33
	Systems Analyst	27
	Network Analyst	27
	Systems Applications Programmer	30
	Network Administrator	24
	Structured Cabling Specialist	28
	Technical Services Specialist	23
	Data Analyst	24
	Computer Support Specialist	22
	Desktop Specialist	21
	Technology Trainer	22
	Software Support Specialist	22
	Telecommunications Support Specialist	21
	Computer Operator: Testing/Evaluation	19
	Desktop Technician	20
	Computer Operator	21
Electronic	Equipment Shop Supervisor	26
	Electrician II	23
	Electronic Systems Technician	24
	Lead Electronic Technician	26
	Data Analyst	24
	Electronic Technician-Audio Visual	23
	Electronic Technician-Photocopiers	22
	Electronic Technician-Video Systems	23
	Electronic Technician-Word Processors/Typewriters	21
	Musical Instrument Technician	21
	Electrician I	22
	Equipment Service Technician	18
Groundskeeping	Groundskeeper Supervisor	25
	Equipment Operator II	19
	Equipment Operator I	18
	Welder	20
	Equipment Operator I	18
	Groundskeeper II	18
	Irrigation Systems Maintainer	19
	Small Engine Mechanic	19
	Groundskeeper I	17
Mechanical	Fleet Maintenance Coordinator	27
	Mechanic II	27
	Mechanic I	25
	Assistant Mechanic	20
	Fleet Maintenance Technician I	17
	Fuel Island Attendant	16

OCCUPATIONAL SERIES

Series Group	Classification	Pay Grade
Nutrition Services	NS Center Production Facilities Supervisor	28
	Nutrition Services Supervisor	25
	Nutrition Services Inventory Control Technician	24
	Nutrition Services Assistant Supervisor	21
	Nutrition Services Center Kitchen Manager	19
	Nutrition Services Field Supervisor	19
	Nutrition Services Banquet Manager	18
	Nutrition Services Manager II	19
	Nutrition Services Manager I	18
	Dining Room Chef/Manager	14
	Lead Nutrition Services Worker	17
	Nutrition Services Assistant Manager II	16
	Nutrition Services Computer Technology Trainer	13
	Nutrition Services Elementary Manager	15
	Nutrition Services Dishwasher	12
	Nutrition Services Worker I	14
Painting	Painter II	20
	Painter I	20
Plumbing	Plumber II	22
	Plumber I	21
Printing	Print Shop Supervisor	21
	Offset Machine Operator II	20
	Typesetter/Graphic Artist	19
	Offset Machine Operator I	18
	Offset Machine Operator Trainee	15
	Bindery Machine Operator	15
School Secretaries	Administrative Secretary	20
	Administrative Secretary - Magnet HS	20
Storekeeping	Storekeeper II	19
	Storekeeper I	17
Transportation-Bus Drivers	Bus Driver/Instructor-Evaluator	BD/IE
	Bus Driver/Special Education	BD/SE
	Bus Driver	BD
Transportation	Transportation Site Supervisor	24
	Transportation Safety Coordinator	23
	Transportation Training Supervisor	23
	Dispatch Technician II	21
	Dispatch Technician I	20
	Transportation Instructor/Evaluator	20
	Dispatch Technician Assistant	18
	Pupil Transportation Assistant	14

OCCUPATIONAL SERIES

Series Group	Classification	Pay Grade
Warehouse	Warehouse Supervisor	23
	Warehouse Worker/Driver II	19
	Warehouse Worker/Driver I	17
	Warehouse Worker/Mail Clerk	16
	Delivery/Receiver Worker	11

OCCUPATIONAL SERIES

Series Group	Classification	Pay Grade
Single Classifications	Systems Analyst	27
	Audio Visual Technician	18
	Wellness Coordinator	26
	CAD Designer	25
	Buyer II	23
	Nutrition Service Appliance Technician II	25
	Special Program Coordinator	21
	Upholsterer	22
	CAD Designer	25
	Administrative Investigator	23
	Central Services Liaison	23
	Special Projects Coordinator-STOP	23
	Buyer I	21
	Nutrition Service Appliance Technician I	22
	Program Services Technician II	21
	Property Control Technician	19
	Specialized Health Care Technician	22
	Case Manager	21
	Library Associate II	21
	Locksmith	20
	Mentor Program Coordinator	21
	Records & Documents Technician	21
	Special Projects Coordinator	21
	Program Services Technician I	19
	School Police Dispatch Technician I	20
	Assistant Upholsterer	19
	Attendance Officer	21
	Library Associate I	20
	Translation Specialist/ESL	22
	Library Assistant II	19
	Mail Clerk II	16
	Campus Supervisor	16
	Family Advocate I	16
	Mail Clerk I	15
	Parent Involvement Facilitator-Title I	17
	Library Assistant I	17
	Clinical Aide	17
	Teacher Aide/Hearing Impaired	15
	Teacher Aide/Special Education	13
	Pupil Transportation Assistant	14
	Teacher Aide	12

Series Group	Classification	Pay Grade
Single Classifications	Special Assistant-SMPBC	18
	Teacher Assistant I	16
	Computer Assistant	17

Appendix B5

APPENDIX C

Negotiated Salary Increase = 2%
Effective 01/01/2014

Washoe County School District
Education Support Professionals (ESP) Schedule with Steps Schedule A 2013-2014

Hourly - Schedule A																
Grade	Minimum Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Midpoint Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Maximum Step 16
28	$30.96	$31.83	$32.77	$33.69	$34.67	$35.65	$36.65	$37.79	$38.77	$39.78	$41.00	$42.18	$43.59	$44.61	$45.89	$47.20
27	$28.49	$29.29	$30.13	$30.98	$31.85	$32.79	$33.71	$34.69	$35.67	$36.69	$37.73	$38.80	$39.90	$41.03	$42.21	$43.42
26	$26.20	$26.95	$27.72	$28.52	$29.35	$30.15	$31.01	$31.89	$32.81	$33.74	$34.72	$35.76	$36.72	$37.76	$38.83	$39.94
25	$24.11	$24.80	$25.51	$26.22	$26.98	$27.75	$28.55	$29.35	$30.18	$31.05	$31.94	$32.85	$33.78	$34.75	$35.75	$36.76
24	$22.16	$22.81	$23.45	$24.11	$24.82	$25.52	$26.27	$27.01	$27.75	$28.57	$29.38	$30.20	$31.07	$31.96	$32.87	$33.80
23	$20.39	$20.99	$21.58	$22.20	$22.84	$23.48	$24.14	$24.85	$25.56	$26.30	$27.05	$27.82	$28.61	$29.42	$30.25	$31.12
22	$18.77	$19.32	$19.86	$20.41	$21.01	$21.61	$22.22	$22.86	$23.51	$24.17	$24.87	$25.58	$26.31	$27.07	$27.84	$28.64
21	$17.28	$17.78	$18.28	$18.79	$19.34	$19.88	$20.43	$21.04	$21.63	$22.24	$22.88	$23.53	$24.19	$24.88	$25.60	$26.34
20	$15.90	$16.35	$16.80	$17.26	$17.78	$18.29	$18.79	$19.36	$19.90	$20.47	$21.06	$21.68	$22.27	$22.92	$23.57	$24.26
19	$14.63	$15.03	$15.46	$15.92	$16.36	$16.82	$17.30	$17.80	$18.32	$18.81	$19.37	$19.90	$20.48	$21.06	$21.69	$22.25
18	$13.46	$13.84	$14.23	$14.65	$15.05	$15.46	$15.93	$16.37	$16.84	$17.32	$17.82	$18.33	$18.86	$19.40	$19.96	$20.51
17	$12.38	$12.73	$13.11	$13.47	$13.86	$14.25	$14.64	$15.09	$15.51	$15.95	$16.39	$16.86	$17.34	$17.84	$18.35	$18.86
16	$11.39	$11.71	$12.09	$12.45	$12.77	$13.14	$13.50	$13.89	$14.28	$14.69	$15.11	$15.56	$15.99	$16.44	$16.90	$17.38
15	$10.48	$11.12	$11.44	$11.76	$12.10	$12.44	$12.78	$13.16	$13.53	$13.91	$14.30	$14.73	$15.15	$15.59	$16.01	$16.46
14	$9.65	$10.22	$10.50	$10.81	$11.12	$11.43	$11.76	$12.11	$12.46	$12.79	$13.16	$13.55	$13.91	$14.30	$14.73	$15.15
13	$8.88	$9.41	$9.68	$9.96	$10.24	$10.53	$10.82	$11.14	$11.46	$11.78	$12.12	$12.46	$12.80	$13.17	$13.54	$13.92
12	$8.17	$8.64	$8.89	$9.15	$9.41	$9.68	$9.97	$10.26	$10.54	$10.82	$11.15	$11.46	$11.79	$12.14	$12.48	$12.82

Washoe County School District
Education Support Professionals (ESP)Schedule with Steps Schedule B and Hourly 2013-2014

Hourly - Schedule B*																
Grade	Minimum Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Midpoint Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Maximum Step 16
28	$32.25	$32.76	$33.30	$33.87	$34.47	$35.08	$35.74	$36.38	$37.05	$37.76	$38.47	$39.23	$40.00	$40.80	$41.62	$42.46
27	$32.49	$33.35	$34.31	$35.27	$36.29	$37.32	$38.39	$39.49	$40.62	$41.77	$42.96	$44.18	$45.44	$46.74	$48.07	$49.43
26	$29.84	$30.68	$31.57	$32.48	$33.48	$34.34	$35.32	$36.32	$37.35	$38.42	$39.53	$40.66	$41.80	$42.99	$44.21	$45.48
25	$27.46	$28.23	$29.03	$29.86	$30.71	$31.60	$32.49	$33.44	$34.38	$35.36	$36.37	$37.41	$38.47	$39.58	$40.70	$41.87
24	$25.25	$25.97	$26.68	$27.48	$28.28	$29.09	$29.94	$30.79	$31.62	$32.53	$33.44	$34.39	$35.36	$36.38	$37.43	$38.49
23	$23.24	$23.89	$24.58	$25.27	$26.00	$26.74	$27.51	$28.28	$29.11	$29.94	$30.79	$31.66	$32.58	$33.51	$34.46	$35.46
22	$21.39	$21.99	$22.62	$23.27	$23.91	$24.60	$25.30	$26.04	$26.75	$27.53	$28.30	$29.14	$29.96	$30.81	$31.69	$32.61
21	$19.69	$20.25	$20.81	$21.41	$22.01	$22.64	$23.28	$23.96	$24.64	$25.33	$26.05	$26.79	$27.55	$28.35	$29.16	$30.00
20	$18.09	$18.60	$19.15	$19.69	$20.25	$20.82	$21.42	$22.03	$22.66	$23.31	$23.98	$24.66	$25.37	$26.09	$26.83	$27.60
19	$16.64	$17.13	$17.62	$18.12	$18.63	$19.17	$19.70	$20.28	$20.86	$21.44	$22.05	$22.67	$23.32	$24.00	$24.67	$25.39
18	$15.32	$15.76	$16.19	$16.65	$17.15	$17.63	$18.13	$18.65	$19.18	$19.73	$20.28	$20.86	$21.45	$22.07	$22.71	$23.36
17	$14.09	$14.51	$14.91	$15.34	$15.77	$16.22	$16.67	$17.15	$17.66	$18.15	$18.67	$19.21	$19.75	$20.32	$20.89	$21.49
16	$12.96	$13.37	$13.75	$14.15	$14.55	$14.96	$15.34	$15.78	$16.25	$16.74	$17.23	$17.74	$18.26	$18.79	$19.34	$19.90
15	$12.30	$12.65	$13.02	$13.39	$13.77	$14.16	$14.56	$14.96	$15.41	$15.84	$16.30	$16.77	$17.26	$17.73	$18.25	$18.77
14	$11.31	$11.64	$11.96	$12.30	$12.65	$13.00	$13.39	$13.77	$14.16	$14.57	$14.98	$15.41	$15.86	$16.30	$16.77	$17.26
13	$10.41	$10.70	$11.02	$11.34	$11.66	$11.99	$12.32	$12.67	$13.05	$13.41	$13.79	$14.17	$14.58	$14.99	$15.42	$15.85
12	$9.57	$9.85	$10.16	$10.47	$10.70	$11.02	$11.34	$11.67	$12.00	$12.35	$12.69	$13.05	$13.42	$13.81	$14.21	$14.60

APPENDIX D

WASHOE COUNTY SCHOOL DISTRICT
Human Resources Division

EDUCATION SUPPORT PROFESSIONAL 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 administrative supervisor? This is considered the **Informal Level** of the grievance procedure and must be adhered to prior to filing a grievance at the Formal Level on this form. _____

On what date did you notice your administrative 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). Also state the relief you are seeking. _____

b. Administrative Supervisor Decision

Date grievance received: _____

Date decision rendered (must be within ten (10) working days after meeting). _____

c. Grievant's Response

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

_____ _____
Signature

LEVEL TWO: DEPARTMENT HEAD **MONTH/DAY/YEAR**

a. Grievant's Appeal

_____ Please initial here and forward to the Labor Relations Manager if you wish to appeal to the Superintendent Level. Attach written response, if desired. Please enter the date this appeal is provided to the Human Resources Department: _____

_____ _____
Signature

b. Department Head Decision

Date grievance received: _____

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

c. Grievant's Response

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

_____ _____
Signature

LEVEL THREE: SUPERINTENDENT/DESIGNEE

a. Grievant's Appeal

_____ Please initial here and forward to the Labor Relations Manager if you wish to appeal to the Superintendent Level. Your appeal **MUST** be filed within five (5) working days after receipt of the decision from the department head at Level Two. 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**

_____ Please initial here and forward to the Labor Relations Manager if you wish to appeal to an Arbitrator. Your appeal **MUST** be filed within fifteen (15) working days after receipt of the decision from Level Three. 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:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

WASHOE COUNTY SCHOOL DISTRICT
Human Resources Division

EDUCATION SUPPORT PROFESSIONAL COMPLAINT FORM

Name (Please Print)	Complainant'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 complaint is based? _____

LEVEL ONE: SUPERVISOR

On what date(s) did you meet and discuss this complaint with your supervisor/administrator? _____

On what date did you notice your supervisor/administrator you were going to file a complaint? _____

LEVEL TWO: DEPARTMENT HEAD

a. Complainant's Statement

On page 3 or an attached page, state the nature of the complaint including any policy, regulation, procedure, or practice which is the subject of the complaint. Also state the relief you are seeking. _____

b. Department Head Decision

Date complaint received: _____

Date decision rendered (recommended decision be rendered within ten (10) days after meeting). _____

c. Complainant's Response **MONTH/DAY/YEAR**

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

_____ _____
Signature

LEVEL THREE: SUPERINTENDENT/DESIGNEE

a. Complainant's Appeal

_____ Please initial here and forward to the Labor Relations Manager if you wish to appeal to the Superintendent Level. 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

Date complaint received: _____

Date decision rendered (must be within ten (10) working days after the hearing date): _____

c. Complainant's Response

Please sign and date if Level Three decision is acceptable.

_____ _____
Signature

LEVEL FOUR: BOARD OF TRUSTEES

a. Complainant's/Association's Appeal **MONTH/DAY/YEAR**

_____ Please initial here and forward to the Labor Relations Manager if you wish to appeal to the Board of Trustees. Your appeal will be scheduled with the Board of Trustees at the next regular meeting. Attach written response, if desired. Please enter the date this appeal is provided to the Human Resources Department: _____

_____ _____
Signature Date

_____ _____
Signature of Association Representative Date

TEXT:

APPENDIX E

MEMORANDUM OF UNDERSTANDING
CPR (2003)

Effective March 29, 2004, the Washoe County School District shall provide CPR training and the cost of the CPR certificate for all special education and physical education teacher aides and teacher assistants for whom CPR certification is required by the District. (2003)

MEMORANDUM OF UNDERSTANDING
RECLASSIFICATION (2005)

The District agrees to consult with the Association regarding the upcoming position reclassification study and evaluation process. The WESP will be entitled to have a member represent the Association on the committee to be formed for the purposes of consultation and recommendations regarding the reclassification.

MEMORANDUM OF UNDERSTANDING
WORK HOURS FOR INSURANCE

Employees who were hired prior to June 30, 1999, and are scheduled to work less than twenty-seven and one-half (27 ½) hours per week and who receive group insurance shall continue to receive insurance benefits.

If, after July 1, 2000, those employees transfer to a different position which requires the employee to work at least twenty-seven and one-half (27 ½) hours per week in order to be eligible for insurance benefits, they will be required to work at least twenty-seven and one-half (27 ½) hours per week to continue to be eligible for insurance benefits.

Employees hired July 1, 2000, or later, must work at least twenty-seven and one-half (27 ½) hours per week to be eligible for group insurance.

MEMORANDUM OF UNDERSTANDING
PURCHASE OF UNUSED SICK LEAVE

The parties agree and support changes to the appropriate sections of the Negotiated Agreement (Article 9) and Administrative Regulation 4242.1 to reflect that any qualified employee who notices prior to June 30th that s/he will either separate or retire shall be eligible to receive the benefit of the District purchasing PERS credit with the proceeds of the district's program for compensation for accumulated sick leave. Payment will be in compliance with the law for the purchase of service credit and with the Agreement for payment for unused sick leave.

Any qualified employee who notices subsequent to June 30th shall be entitled to the benefit of compensation for accumulated sick leave in the next calendar year.

MEMORANDUM OF UNDERSTANDING
(2007-2011)

In the event the District implements a forty hour work week plan for transportation employees, the Parties agree to negotiate on mandatory subjects of bargaining as defined by NRS 288 that may be impacted by the implementation.

MEMORANDUM OF UNDERSTANDING
(2007-2011)

In order to create a better incentive for employees to not over utilize sick leave and provide greater benefit to employees who accumulate sick leave, a committee shall be formed in order to review and study the Accumulated Sick Leave payment benefit, including the possibility of implementing accounts for medical costs for employees to use in retirement, such as, VEBA or HRA type accounts, and to make recommendations regarding modifications to the Accumulated Sick Leave payment benefit. The committee shall be made up of no more than 4 representatives from the WESP and no- 69 - more than 4 representatives from the District. The committee shall be formed as soon as practicable after the WESP and District ratify changes to the 2005-2007 Agreement and without undue delay. The committee shall present its recommended modifications to the Accumulated Sick Leave payment benefit to the WESP and the District for bargaining pursuant to NRS 288. Once an agreement is reached by the WESP and District bargaining teams, the agreement shall be presented to the WESP membership and the District Board of Trustees for ratification. Upon ratification, the modifications shall be implemented as soon as practicable and without undue delay.

MEMORANDUM OF UNDERSTANDING

The parties agree that once the new evaluation system is developed and the PAR process is embedded in the new evaluation system, the parties will open negotiations to bargain the impact of the process.

MEMORANDUM OF UNDERSTANDING

The parties agree to continue discussions regarding the Reduction In Force Article as it relates to factors other than seniority when identifying reductions.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ASSOCIATION OF PROFESSIONAL TECHNICAL ADMINISTRATORS (APTA)
AND THE
WASHOE EDUCATION SUPPORT PROFESSIONALS ASSOCIATION

Washoe Education Support Professionals Association (WESP) and the Association of Professional Technical Administrators (APTA) recognize and agree that whenever the District determines that a "Reorganization/Restructuring" of a department or departments is required, and elimination of positions and or employee classifications

are deemed necessary. Then both WESP's and APTA's disenfranchised/impacted employees would immediately be eligible, as an internal transfer candidate, to apply for any and all new positions they deem themselves qualified for within the departmental reorganization/restructure.

Disenfranchised employees within that department, would only be eligible for this one time opportunity to apply for vacancies created because of the reorganization/restructuring, and its direct impact to them. Disenfranchised employees would be required to have applications submitted within the time line provided at the time of the posting for the vacancies of the new positions based upon the reorganizational/restructuring need.

MEMORANDUM OF UNDERSTANDING BETWEEN THE WASHOE COUNTY SCHOOL DISTRICT AND THE WASHOE EDUCATION SUPPORT PROFESSIONALS (2014)

In an effort to provide additional professional development and job related opportunities for the WCSD education support professionals, the parties agree to develop a joint committee to study the feasibility of advance training opportunities and potential funding. All proposals shall be presented to the WCSD Board of Trustees for funding in subsequent fiscal years. Implementation for the 2014-15 school year.