NEGOTIATED AGREEMENT

Between the

WHITE PINE COUNTY SUPPORT STAFF ORGANIZATION

and the

WHITE PINE SCHOOL DISTRICT

2015- 2019

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Article 1 Definitions

1-1 ***NRS*** refers to Nevada Revised Statutes.
1-2 ***Employee*** means all support staff members covered by this agreement.
1-3 ***District*** refers to the White Pine School District.
1-4 ***Board*** refers to the District's elected Board of School Trustees.
1-5 ***Organization*** refers to the White Pine County Support Staff Organization
1-6 ***Negotiated Agreement*** and ***Master Contract*** refer to this document.
1-7 ***Immediate Family*** means the employee's spouse, parents, siblings, children or any child living in the household, aunts, uncles grandparents, grandchildren and in-laws.
1-8 ***Immediate Supervisor*** shall refer to the employee's assigned building administrator.
1-9 ***Duty Day*** refers to the employee's assigned hours of duty.
1-10 ***Member*** refers to employees who have elected to join the Organization.
1-11 ***Non-Member*** refers to employees who have declined Organization membership but are represented by the Organization
1-12 ***Classified*** refers to District support staff who are not represented by the Organization
1-13 ***Grievance*** is any controversy, complaint, misunderstanding or dispute arising between the parties as to the meaning or application of the specific terms of this agreement.
1-14 ***Day*** refers to days employees are required to be at work by the District.
1-15 ***Grievant*** means the employee or Organization raising a grievance.
1-16 ***Personnel File*** means the formal file kept the District Office for each employee
1-17 ***Transfer*** is movement from one job to another in the District
1-18 ***Vacancy*** is any existing or newly budgeted position opening. (amended 8-6-10)
1-19 ***Principal Advisory Committee*** is a standing committee at each school site composed of at least two teachers, two parents, two support staff and one student who meet regularly to advise the principal on management of the school. The groups they represent must select all members.
1-20 ***Superintendent*** means the White Pine Superintendent of Schools or his/her designee.
1-21 ***Temporary Employee*** means a person hired to complete the work of an employee absent due to extended illness, disability, or approved leave of absence, or to fill a vacant position pending hiring an employee. (Added 4/2003) Temporary positions will not exceed six (6) months.
1-22 ***Part Time*** is defined as employment for less than six (6) hours per day and less than 30-hours per week. (Added 4/2003)

Article 2 Recognition

2.1 The District recognizes the Organization as the exclusive representative for Support Staff employed by the district in the following job families:

a. Transportation: (Bus driver, Driver trainer, Trip driver, Bus monitor, Mechanic, Mechanic helper, Transportation painter, Transportation helper.)
b. Paraprofessional: (Instructional Asst., Skilled Trade Asst., Monitor: Study Hall, ISS/Detention, Assistant: Counseling, Library, Personnel)
c. Maintenance: (Carpenter, Painter, Plumber, Maintenance Helper)
d. Custodian: (Head custodian, Bldg custodian, Custodian helper)
e. Administrative Assistant: (On-site Admin. Asst, Prison Admin. Asst.)
f. IT: (Computer Technician)

(amended 6/28/07) (amended 9/15/09)

2.2 The Organization will provide the District with a list officers and business agents by November 15 each year.

2.3 All rights and privileges granted to the Organization under the provisions of this negotiated agreement shall be for the exclusive use of the organization.

Article 3 Organization Rights

3.1 Employees have freedom of association, self-organization, designation of representatives, enjoy freedom from interference by the District in Organization activities.

3.2 Employees have full freedom in choosing to be a member, or non-member of the Organization.

3.3 The Organization may use school facilities by scheduling with the building administrator. Representative of the Organization may conduct Organization business at the work sites before and after the workday, during lunch periods and during authorized breaks. The conduct of such business shall be such as not to interfere with duties. Any additional cost for custodial service or other added cost will be borne by the Organization.

3.4 The District will prepare the Master Contract and provide copies for all employees annually.

3.5 The Organization may post items for employees inside staff-workrooms and lounges and in mailboxes, and District e-mail. Such items must identify the Organization as the sender. (Amended 1999)

3.6 The Organization and employees will not discuss Organization business with students, use students in any fashion for Organization business, political and/or organizational efforts.

3.7 The Organization will be allotted time, not to exceed thirty minutes, to address District staff at the organizational meeting held at the beginning of each school year.

3.8 Upon request, the District will provide the Organization information as required by law in a timely fashion. (added 6/28/07)

Article 4 Payroll Deduction

4.1 Upon written authorization from an employee, the District will make monthly dues deductions from his/her salary, in nine equal installments, and make appropriate remittance to the Organization.

4.2 The Organization will provide the District, by September 15 each year, a list of employees who have authorized dues deduction and the amount to be withheld. Changes will be made when the organization gives the District thirty days notice. Any employee desiring to have the District discontinues dues deduction must notify the Organization in writing between July 1-15.

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

4.4 The Organization will indemnify, defend and hold the District harmless against any claims made or legal action against the District concerning action taken/not taken by the District in good faith under provisions of this negotiated agreement.

4.5 The District will issue payroll checks by the 23rd day of each month.

4.6 Upon request from the employee, the District will provide payroll deductions for annuities, credit union and insurance payments. (Amended 1999)

Article 5 Grievances

5.1 Employees and the District are encouraged to use the Grievance Procedure to resolve questions pertaining to the Master Contract.

5.2 The District, employee and Organization shall make a reasonable effort, in keeping grievance proceedings confidential.

5.3 The Immediate Supervisor will advise the employee of the right to Organization representation at any grievance meeting/hearing. The immediate supervisor may elect to have a witness present at any step of the grievance procedure.

5.4 All grievance meetings/hearings will be held outside the employee's workday, as possible.

5.5 The grievance will follow each step within the time lines listed. The employee, Organization and District pledge to work together in a positive manner for resolution. Nothing contained herein shall be construed as limiting the right of the individual, or individual employees, having a complaint to discuss the matter via administrative channels and to have the problem adjusted without representation of the Association.

5.6 Step One, Informal. Within Fifteen Days of the occurrence, or knowledge of the act or condition which is the basis of the complaint, the grievant and the Association must discuss the concern with his/her immediate supervisor with the objective of solving the matter. If a disagreement remains, the grievant and the Association may elect to advance to Step Two. In the event the grievance impacts the working conditions or rights of multiple employees of the association may elect to submit the grievance at Step Three

5.7 Step Two: The grievant and Association will present the immediate supervisor with the grievance in writing. Within five days of receipt of the written grievance, the immediate supervisor, the grievant and the Organization will schedule a hearing on the grievance. The immediate supervisor will respond, in writing to the grievant and the Association, within five days following the Step Two grievance hearing. (amended 2006)

5.8 Step Three: The Organization may elect to take a grievance to the Superintendent by submitting the issue in writing within ten (10) days of the immediate supervisors Step 2 response. The Superintendent or designee will date and receipt the grievance.. The Superintendent will mutually schedule a hearing with the Organization within ten days of receipt, and will hear all witnesses and evidence the grievant and immediate supervisor wish to present. The Superintendent will respond within five days following the Step 3 hearing detailing the reason(s) for his/her decision. (Amended 1999)

5.9 Step Four: The Organization may elect to appeal the Superintendent's decision to the Board by submitting a written request to the Superintendent within ten (10) days of receipt of Step 3 decision. The Board will hear the grievance at a closed Personnel Session at its next regular meeting and give its written response within five days. (Amended 1999)

5.9.1 Grievance Mediation: If the aggrieved party is not satisfied with the disposition of the grievance in Step 4, then the aggrieved party may present the grievance to Mediation within ten (10) working days after receiving the Superintendent's response in Step 4.

Procedure for Grievance Mediation:

1. The Superintendent must respond to a Grievance request for Mediation within five (5) workdays.
2. The Mediator will be obtained from the Federal Mediation and Conciliation Service.
3. Both parties agree to comply with the rules and procedures of the Federal Mediation and Conciliation Service.

4. The Mediator shall confer with the Superintendent or his Designee and the Organization, and hold a hearing within thirty (30) days or less.
5. If no solution is reached to the satisfaction of both parties, the Grievance shall be moved to Step 5.

5.10 Step 5 - Binding Arbitration; If the Organization is not satisfied with the disposition of the grievance in Step 4 and/or the Grievance Mediation procedure, then the aggrieved party may present the grievance to binding arbitration within ten (10) working days after the Trustees respond.

Within five (5) days after written notice of submission to arbitration, the Superintendent and the Organization will agree upon a mutually acceptable arbitrator who is experienced, impartial, disinterested and of recognized competence. If, within five (5) days, the parties are unable to agree upon an arbitrator, a request for a list of seven (7) arbitrators will be made to the American Arbitration Organization (AAA) by either party.
Within five (5) days after receipt of the list from the AAA, the parties will select an arbitrator from the list by alternately striking one name until the name of one arbitrator remains who will be the one to hear the dispute in question.

The arbitrator so selected shall confer with the Superintendent and the Organization and hold hearings promptly and shall issue, to the Trustees and the Organization, his/her decision, along with reasoning and recommendations, not later than twenty (20) calendar days from the date of the close of the hearings or, if oral hearings have been waived, from the date the final statement and proofs are submitted to him/her.

5.11 The costs involved in preparation, including witnesses, will be borne by the respective parties. In the event of a "split decision", the arbitrator will determine the portion of the total cost to be borne by each party.

5.12 An arbitrator may not add, delete or modify the Master Contract.

5.13 Time and step requirements may be waived by mutual agreement. Failure by the grievant to comply with the timelines set forth in this Article shall be consent to automatic dismissal of the grievance. Failure by the District to comply with the timelines as set forth in this article, absent a mutually agreed upon time extension, shall result in the grievance being deemed in favor of the grievant. (Amended 2002)

5.14 Grievance records will be kept separate from the employee's Personnel File.

5.15 The parties agree that they will take no reprisal of any kind against an employee using the grievance procedure.

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

Article 6 Management Rights

6.1.1 The District and Board retain all management rights not specifically addressed in this Agreement.

Article 7 Discipline

7.1 Corrective Discipline is designed to provide a fair and structured way for employees to improve job performance or behavior, which does not meet the standards or demands of their position. The District will use the following disciplinary procedures in the order listed concerning violations of the contract, district policy, written school procedures or administrative directive. It is understood that severe violations may require the supervisor to skip steps in the model of progressive discipline listed below. An employee may be disciplined/terminated for the reasons listed in NRS Chapter 391.

a. Verbal warning: A Verbal warning or reprimand is given for a first violation. It is given by the immediate supervisor.
b. Written reprimand: A written or formal warning is given for the first instance of more serious offenses or after repeated Verbal warnings. The reprimand is given by the immediate supervisor and states the nature of the offense and specifies any future disciplinary action, which will be taken if the offense is repeated within a specified time. The employee must read and sign the reprimand, which will be placed in the employee's personnel file.
c. Suspension with/ or without pay: If, despite previous warnings, an employee still fails to reach the required standards in the specified time frame, the employee may be suspended with or without pay from one to twenty days. The District may elect to suspend pending discharge.
d. Dismissal: An employee who fails to correct unsatisfactory performance/behavior during previous steps will be terminated.
e. An employee may grieve action taken through the Corrective Discipline process. Documents placed in the employee's personnel file will be removed, at the employee's request, twelve months following issuance if service has been satisfactory.

7.2 Resignation: An employee must notify the District in writing two (2) weeks prior to his/her last work day. Failure to do so will result in the employee forfeiting payment of 1/10th of all accumulated leave including sick leave and vacation for each day short of 10 working days. Notice to the District is the day on which the written resignation is received by the District. (Amended 4/10/2003) (Amended 6/28/07)

7.3 Termination: The District will follow the Master Contract, its Policy Manual, NRS and evaluation procedure if it moves to terminate an employee. (Amended 2002)

7.4 Job Abandonment: An employee absent from work for more than three days without a satisfactory explanation shall be considered to have abandoned his/her position and may be terminated by the District.

7.5 Just Cause: No employee shall be dismissed, suspended, reduced in rank or compensation, adversely evaluated, transferred, non-renewed, terminated, or otherwise deprived of any professional advantage without just cause. Just Cause shall not apply to probationary employees in the case of termination. Just Cause is defined as follows:

a. Adequate warning of the consequences of conduct,
b. A reasonable relation of management's rule or order to efficient and safe operations,
c. Investigation prior to administering discipline,
d. A fair and objective investigation,
e. Substantial evidence of proof of guilt produced by investigation,
f. Application of the rules, order and penalties evenhandedly and without discrimination.
g. A reasonable relation between the penalty and seriousness of the offense and past record.

7.6 Any behavior or observation which gives rise to a direction for change, and negative written comment, or a disciplinary document must be brought to the attention of the employee in writing within fifteen (15) days of the observation or behavior which gave rise to the direction for change, negative written comment, or disciplinary action. (Added 1999)

ARTICLE 8 SALARY

8.1 In the event any other Association within White Pine County School District receives a salary increase for the 2014-2015 Agreement, the WPCSSO will receive the same increase to the WPCSSO Salary.

8.2 The District will pay the full PERS contribution for all eligible employees. (Amended 1999) Changes in PERS contributions mandated by the PERS shall not result in a salary schedule change. As per this section, the July 1, 2015, 2.25% increase in the PERS contribution rate by the Nevada PERS, will be fully funded by the District. (Amended 4/10/03) (amended 6-28-07) (amended 9-9-15)

8.3 Custodians assigned to work a shift beginning at 1:00 p.m. or later shall receive a shift differential of thirty-five cents per hour. Employees who normally work a shift earning a differential wage shall not suffer a loss of differential pay when assigned to work alternate hours. (Amended 1999)

8.3.1 Employees who work a split shift shall receive the shift differential for all hours worked after 1:00 p.m. so long as there is at least two (2) hours break between shifts; lunch time following a shift is not excluded from the two (2) hour break calculation. (Amended 8-14-02)

8.4 Off schedule employees shall receive the same percentage increase as those on the schedule.

8.5 In the event an employee is required to work all or part of the normal lunch break due to an unforeseen circumstance, and the time of the interruption cannot reasonably be adjusted during the shift, the employee shall be compensated at his/her time and one-half rate of pay.

8.6 Employees shall be paid at one and one-half times the regular rate of pay or receive compensatory time at the rate of one and one-half hours for each hour worked in excess of 40 hours per week when required to work outside the normal work day. Compensation in the form of compensatory time or wages shall be paid to the employee. It is understood that some activities are voluntary in nature. The immediate supervisor and employee shall agree prior to the activity whether it is voluntary or required. (Amended 1999) When an employee chooses to receive compensatory time in lieu of overtime pay the following conditions apply: 4/2003)

8.6.1 Use of compensatory time must be approved by the immediate supervisor;

8.6.2 Compensatory time must be used prior to the end of the fiscal year in which it was earned. Time not used shall be converted into overtime pay based upon the salary schedule in place at the time the compensatory time was earned.

8.7 The District shall reimburse the full cost, to each driver required to submit a physician's report of a medical examination when applying for or renewing a Class A or Class B driver's license, as stipulated in the current State of Nevada Special Supplement to the Nevada Driving Handbook issued by the DMV, Carson City, Nevada. The District shall list the names of two doctors or clinics. The employee shall select from the list for any required medical exam.

8.8 Custodians removed from their regular assignment to perform duties outside of their regular assignment shall be provided sufficient time to complete their regular assignment. Overtime will be provided, whenever necessary.

a. When a custodian is assigned the duties of the Head Custodian the hourly rate of pay is increased for that period of time worked in the higher classification. (Added 4/10/2003)

8.9 The District will pay for the cost of exams required by the State of Nevada for school bus drivers.

8.10 The District shall pay mechanic uniform fees for all employees within the job classification. The District reserves the right to select a vendor and negotiate the terms of service from the vendor.(Added 8/2002) Maintenance workers, custodians, technicians, and bus drivers assigned to district vehicle maintenance that is in addition to their regular bus maintenance duties, shall receive an annual $150 clothing allowance payable July 1 of each year. (amended 2006) (amended 6-28-07)

8.11 The District will reimburse any employee for the use of their personal vehicle, when a district vehicle is not available, for trips to the administrative office, post office, bank, or any other usage required by the employee's supervisor or assigned job duties. The reimbursement shall be equal to the prevailing state rate allowable per mile. Mileage claim forms will be submitted on a quarterly basis as determined by the district. (added 2006) (amended 6-28-07)

8.12 Support Employees may request to visit other schools or special meetings and workshops with released time and/or travel expenses paid if:

a. Support employee is requested by the superintendent to attend for purpose deemed beneficial to the school district.
b. Principal recommends in writing, that support employee attendance will be beneficial to his school and receives written affirmation from the superintendent (added 6-28-07)

8.13 Temporary Assignment Pay
Employees may be temporarily assigned to fill a position at a higher pay/responsibility classification. If such assignment is not an emergency, and the employee is to continue in the temporary assignment, he/she shall then be compensated at a higher differential pay of two dollars ($2.00) hour for the balance of such temporary assignment. (added 8-2009)

8.14 When an employee is required to lift heavy items, normally forty (40) pounds or more, if the employee requests a support back brace, the District will provide a support brace to the employee to utilize during his/her shift.

Article 9 LEAVES

9.1 Sick Leave (Amended 1999)

a. The District will credit each employee with annual sick leave on the September pay date. Annual sick leave is calculated as 1.25 days per contracted pay period. An employee who does not complete the contract year and has used more sick leave than actually earned will have a like amount deducted from his/her final paycheck. (Amended 1999; amended 8/2002)
b. Employees may accumulate an unlimited number of days of sick leave. Days in excess of 210 days accumulated shall carry no cash value at termination. Days used shall first be charged against those days accumulated in excess of 210. (Amended 1999)
c. Sick leave may be used for medical and dental appointments, disability, quarantine, maternity/paternity or illness suffered by the employee or immediate family. (amended 8-6-10)
d. With cause, employees may be required to provide proof of need for the use of sick leave when requested by an immediate supervisor.
e. An employee who has exhausted all accumulated sick leave may request leave without pay.
f. An employee must notify the immediate supervisor as soon as he/she knows that they will use sick leave.

g. All qualified extended leaves of absence are subject to the Federal Family and Medical Leave Act. (Amended 1999)
h. An employee may use up to 10 days of sick leave in the event of the death of an immediate family member. For purposes of bereavement, aunt and uncle are considered immediate family. (Amended 1999)
i. An Employee may use two (2) sick leave days for bereavement for other than family members. (added 2005)
j. The Association and Organization will manage a Sick Leave Bank with membership open to all District staff members. Staff may join the bank by donating one or more sick leave days. Only staff members who have donated are eligible for benefits. The Bank will assist staff who have long-term illness or disabilities and have exhausted accumulated sick leave. The Bank will conduct an annual request for members, donation of sick leave days, and will develop procedures for considering use requests. The Bank may assess members an additional day of sick leave if the Bank's balance falls below twenty-five. Members may "drop-out" of the Sick Leave Bank by notifying the Association/Organization but may not withdraw donated days. Decisions by the Bank are final and not subject to the grievance procedure or appeal to the District. The District will maintain the accounting of Sick Leave Bank days for the Association/Organization. (added 6-28-07)

9.2 Jury Duty Leave
a. An employee called for Jury Duty will notify the immediate supervisor as soon as possible of his/her possible absence. The employee will report back to his/her supervisor as soon as possible when released by the court.
b. An employee called for jury duty will remit any and all payment from the court to the District Finance Office except payment specifically designated for transportation or meals. Time missed from work due to jury duty will be counted as paid leave.

9.3 Professional/School Business Leave
a. Paid leave to attend in-service, classes, professional meetings, conventions, or visitations, including but not limited to chaperoning, advising student groups, coaching may be approved by the immediate supervisor (see Article 10.14).

9.4 Organization Leave
a. The Organization will be granted up to twenty days of paid leave for its representatives for Association related business. (amended 2005)

9.5 Leave of Absence
a. The Superintendent may approve a leave of absence for an employee, with or without pay, for Organization or public office, emergencies, ~~and~~ military or civic service and other non-traditional leave. Upon return to the District the employee will be placed in a position comparable to which they left.

9.6 Personal Leave
a. Each employee will be credited with four (4) Personal Leave days annually. (Equal to the employee's work day) Employees may accumulate up to ten (10) days. (Amended 1999; 8/2002)
b. Employees must give a minimum of two days notice of the intent to use Personal Leave.
c. Granting of personal leave is subject to scheduling by the immediate supervisor.
d. Support staff employees may use personal leave in the same manner as vacation leave during periods of Christmas Break, Spring Break and Summer Break through June 30. (Amended 1999), (Amend 4/2003)

9.7 Paid vacations shall be earned on the following schedule:

Length of Service	% of 1 day/pay period
0-5 years	83%
6-14 years	125%
15+	166.7%

Examples of typical one month pay period for an employee.

0-5 years: 8 hour work day x .83= 6.64 hours of vacation earned per 160 hours of work.

6-14 years: 8 hour work day x 1.25 = 8 hour work day x 1.25= 10 hours vacation earned per 160 hours of work.

15+ years: 8 hour work day x 1.667= 13.33 hours vacation earned per 160 hours worked.

Employees may accumulate up to sixty days.

9.7.1 Vacation leave may be used without restriction for eleven (11) and twelve (12) month employees. For employees working ten (10) months or fewer than ten (10) months, vacation leave may be used to extend the work year by no more than fifteen (15) days, through June 30. (Added 3-3-99; Amended 4/2003)

9.8 Granting of personal / vacation leave is subject to scheduling by the supervisor. Requests for said leave will not be unreasonably denied. Cause must be identified and shown for any denial of a leave request. (Added 3-3-99)

9.9 Payment for Unused Leave: Upon termination of employment the employee shall be paid his current daily rate of pay for each accrued and unused day of leave except as specified as follows: amended 2011

a. The District will pay $20/daily for unused sick leave upon the voluntary termination of an employee who has worked at least five consecutive years for the District. (amended 2005)
b. The District will pay $50 for unused sick leave for an employee voluntarily retiring from service through the Nevada State Retirement System. (Amended 1999) (amended 2005)
c. The District will pay $50/daily for unused sick leave to the beneficiaries of an employee who dies while employed by the District (Amended 1999) (amended 2005) (amended 2011)

Article 10 Work Year/Day/Hours

10.1 The Board will determine the calendar dates prior to May 1 for the ensuing school year. Scheduled calendar workdays may not be changed without prior Organization / District agreement. (Added 3-3-99; amended 8/2002)

10.2 The District may elect to extend the work year at the appropriate hourly rate of pay. The District will seek volunteers and/or post the position prior to a mandatory contract extension.

10.3 Lunch Periods

All employees working 6-10 hours shall be given a daily thirty (30) minute duty free lunch period upon consultation with the immediate supervisor. Full-time employees not receiving a lunch period will be compensated as referenced in article 8.6. Whenever necessary, full-time employees shall be granted a ten (10) minute personal cleanup period just prior to the end of the work shift.

10.4 Rest Periods

a. All eight hour employees will be provided two daily rest periods of fifteen (15) minutes each daily.

b. All four to six hour employees will be entitled to one (1) fifteen minute daily rest period near the middle of their work shift. The time of the rest period will be scheduled upon consultation with the immediate supervisor.

10.5 Early Staff Release: In the event of a shortened school day immediately prior to a holiday/vacation in which teachers are released, employees may use compensatory or vacation time to also have a shortened day. The supervisor and employee will mutually schedule such time. In the event teachers (and students) are required not to report to school due to inclement weather or other catastrophic natural or man-made event, the employee may either use personal, comp time, vacation leave, or leave without pay. The employee will report to work when directed by a supervisor. (Amended 3-3-99) (Amended 9-15-09)

10.6 The District reserves the right to determine the number of hours for less than full time. The District will attempt to schedule part time employees for a minimum of six hours/daily.

10.7 Employees will refrain from conducting personal business during work hours.

10.8 Employees will aid in the supervision of students, enforcement of school rules and regulations. Except in emergencies, employees will not be assigned to cover classes for teachers.

10.9 Holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving (2), Christmas (2), Nevada Day. Twelve-month employees will receive two floating holidays and ten-month employees will receive one (1) floating holiday to be used on the Wednesday before Thanksgiving, Christmas Break or Spring Break (Amended 8/2002) (amended 2005)

10.10 With immediate supervisor approval, employees working 10-months or less will have the option of working during school vacation days. (Amended 1999 by Article 9.7.1 and 9.8)

10.11 All full time employees may have the option of a workday of eight (8) or ten (10) hours (excluding lunch) with supervisory approval. The workweek of full time employees shall be forty hours and shall be scheduled between Monday and Friday except in emergencies. (amended 9/15/09)

10.12 The District shall make every reasonable effort to equitably distribute opportunities for overtime work among qualified employees in the affected classification(s).

10.13 An employee called back to work during non-working hours by a supervisor or administrator shall be paid a minimum of one hour for each call-out. A second call out of the same employee in the same 24 hour period shall be paid a minimum of two (2) hours pay. (amended 2005)

10.14 When an employee is absent, the District will make a reasonable effort, when necessary, to hire a relief worker. The District shall hire a relief worker whenever possible when, due to an absence, a custodian is working alone during the period of the shift differential after dark. The District shall establish a list of relief workers and advertise periodically to maintain the list. (Amended 8/2002) (Amended 9/15/09)

10.15 When a school administrator or activity sponsor requests and an employee accepts to serve as a chaperone for a school-sponsored trip, the employee serving as a chaperone will not suffer any loss of salary or leave time. (Amended 1999)

Elective Overtime and Emergency Overtime: (See Appendix B) (Added 9-10-02)

10.16 Para-Professionals will not be required to write lesson plans.

Article 11 Responsibility

11.1 Employees are directly responsible to their immediate supervisor and shall promptly carry out directions received.

11.2 Employees are responsible for the safety and supervision of all students in general areas of the school and grounds.

11.3 The District will refer parent complaints, when possible, to the employee, for resolution.

11.4 It shall be the duty of the employee to observe rules, polices and regulations of the District.

11.5 The District will adhere to its polices and see that they are carried out in a fair, equitable and consistent manner.

11.6 Employees will not be called from assignments for telephone calls, salespeople, or other personal business.

11.7 Supervisors are required to notify employees of substitute supervisory arrangements when the supervisor is absent.

Article 12 Insurance

12.1 Full time employees, 30+ hours weekly or as the negotiated plan specifies, will receive medical and dental insurance benefits as negotiated. (Amended 8/2002 and 8-6-10)

12.2 Life Insurance coverage for full time employees will be no less than $20,000 or as the negotiated plan specifies. (Amended 8/2002 and 2005)

12.3 Employees may purchase medical, dental and life insurance through the District, as available, for spouse and dependent children or as the negotiated plan specifies. (Amended 8/2002)

12.4 The Insurance Trust Governing Board will consist of the WPACT President, WPSSO President, and Superintendent of Schools and WPCSD Board of Trustees' President. The Board President shall serve as ITGB Chair.

Article 13 RIF/Seniority

13.1 Seniority shall be an employee's length of continuous service since the date of his/her employment. An employee with a work year of less than 12 months shall not be considered to have suffered a break in service during the months not included in the employee's work year.

13.2 Within thirty days of the execution of this agreement, the District shall establish six (6) seniority lists, one (1) for each job classification: custodial, administrative assistant, transportation, maintenance, technology specialists, and paraprofessional. The employee with the greatest seniority will be listed first. The list will be updated annually or upon request of the Organization. (Amended 1999, 2002, 9/15/09)

13.3 RIF, Reduction in Force, shall mean the discontinuance of employment of an Organization member for bona fide financial or program reasons. (Amended 9/15/09)

13.4 In the event it becomes necessary to lay off employees for any reason, employees shall be laid off based on seniority. The lowest ranking employees in the applicable classifications shall be terminated in order to achieve the required reduction.

a. In the event of a Reduction in Force, attrition by resignation, retirement, and any other discontinuance of employment shall be utilized as the first means of staff reduction.

b. Employees whose position is reduced shall have the right to bump the least senior employee in that job classification <u>as long as they are qualified for that position.</u>

c. No new personnel may be hired if a vacancy occurs in an area where employees have been reduced until the recall provisions of this article have been met.

d. An employee whose only choice in bumping is a position that is less than his/her current daily hours and annual months of work or a different work location shall be given the opportunity to accept a position that restores or enhances the former position prior to recalling laid-off employees. (Added 4/2/2003) Amended 9/15/09)

13.5 An employee who is RIF'd shall receive at least one month's notice.

13.6 The District will consult with the Organization prior to a RIF, and shall make available to the Organization all relevant information upon request.

13.7 The District shall establish a recall list of laid off employees. An employee who has been laid off shall be placed on a recall list and shall be sent position vacancy announcements. For this purpose, it shall be the employee's responsibility to keep the District advised of his/her current contact information.

13.8 Laid off employees have priority status for any substitute, part-time or temporary custodian, administrative assistant, or relief bus driver work which becomes available and for which the laid off employee is qualified. A laid off employee does not lose this priority status if a particular assignment is declined (Amended 1999; Amended 4/2003 Amended 9/15/09)

13.9 Laid off employees shall be recalled in order of seniority to vacant positions in their job classification. If a laid off employee declines to fill two different vacant positions in his/her classification, the employee loses the right to be recalled. (Amended 1999)

13.10 Employees re-employed shall retain their seniority, wage step and all other benefits accumulated prior to layoff.

13.11 The District shall maintain a recall list for two years.

13.12 Upon termination of employment due to a RIF, the employee has the option of full or partial, and immediate or delayed reimbursement of all accrued and unused leave. This provision becomes effective 4/10/2003. (Added 4/2003)

Article 14 Evaluation

14.1 Post-probation employees will be formally evaluated, annually prior to April 1, by the immediate supervisor. An unsatisfactory evaluation will warrant an additional evaluation within 90 days.

14.2 An employee is probationary for the first ninety days of employment. If his/her evaluation is satisfactory the employee becomes post-probationary. The supervisor may elect to terminate a probationary employee with an unsatisfactory evaluation or extend the probationary period for up to 90 days.

14.3 Termination: The District will follow the Policy Manual, NRS and the negotiated agreement in moving to terminate a post-probationary employee.

15

Article 15 Transfer/Reassignment (Amended 1999)

15.1 **DEFINITIONS:**

"Voluntary Transfer" refers to a change in job assignment from one job cite to another that is initiated by the employee.

"Involuntary Transfer" refers to a district initiated change in assignment either within the same job site, within the same attendance area, or between attendance areas. (see attached attendance area delineation).

"Reassignment" refers to a change in assignment within the same building or work site. (Added 2002)

15.2 Decisions concerning the filling of vacancies in the District shall be based on the needs of the students, the job site, and in the best interests of the District. The Superintendent may deny a transfer if, in his/her opinion, it is not in the best interest of the District. Placement of personnel within the District remains the sole right and discretion of the District, subject to provisions of this article.

15.3 Posting of Vacancies

a. All vacancies will be posted throughout the year as they occur. Posting shall be on district e-mail, on paper posters at each job site, and after the appropriate in-district posting time period, noticed in the Ely Times; and

b. Vacancy notices shall be delivered to the Organization president or designee by mail. Vacancies may not be filled until the vacant position is posted at least 5 days.

15.4 Voluntary Transfer

a. As vacant positions are posted, any qualified employee desiring consideration for transfer shall file a written request with the Superintendent within the time frame identified on the vacancy notice. The request must include the position(s) and school site(s) for which the request is made. Employees currently within the same job classification must be considered prior to requests from other job classification employees.

b. Requests for transfer to vacancies that occur over the summer vacation period must be in writing to the Superintendent and include the employee's name, the position(s) of interest, and an address/telephone number where the employee can be reached.

c. Nothing in this Article shall prevent an employee from requesting a transfer at any time.

d. The Superintendent will notify the employee of the disposition of their request within ten (10) working days following interviews.

e. Decisions regarding newly occurring vacancies may be made based on the interviews previously held.

f. The District will provide the Organization President with a monthly update of new hires, transfers, resignations, and retirements.

15.5 Involuntary Transfer

a. Notice of the proposed transfer shall be given to the staff member as soon as possible, but not later than the last day of school. The Organization president shall be notified of pending involuntary transfers and his/her advice will be considered in all decisions.

b. The District shall seek volunteers for involuntary transfer prior to implementing an involuntary transfer. (Added 4/2003)

c. The transfer shall be affected after a meeting between the employee involved, the Organization president or designee, and the Superintendent. At this time, the employee shall be notified of the reasons for the transfer.

d. Seniority in the job family will determine the employee(s) to be transferred. The employee(s) with the lowest seniority ranking will be transferred first.

e. Employees involuntarily transferred during May 1 through August 31 shall have the first right to return to the position from which they were reassigned if a vacancy in that position occurs prior to October 1 of the next school year.

15.6 In-House Transfer/Voluntary Reassignment

a. The employee must notify the principal and the Superintendent in writing of the desire to change assignments within the same school.

b. The principal will notify the employee of the disposition of the request within five (5) days of its receipt. An interview shall be held prior to the decision to grant or deny the request.

Article 16 Decision Making

16.1 Employees will have a voice in decision making, including staffing and budget, at the school level through the Principal Advisory Committee. The WPCSSO will select members to serve on the PAC.

16.2 The District will include Organization representatives on all District-wide committees and advisory groups.

Article 17 Safety

17.1 The District will strive to keep all schools and equipment safe and secure for staff, students and parents.

17.2 Employees will complete and submit a Work Order to their immediate supervisors when they find anything that may be unsafe or in need of repair.

17.3 The District will maintain a work order register to track progress on work orders and life/safety concerns.

17.4 The District will hold harmless and, if necessary, defend employees who dispense medication at the direction of the nurse or administrator.

17.5 An Administrative Assistant alone in a building who feels uncomfortable may take his/her work to another work site after notifying the immediate supervisor or District Office. Other employees in a similar situation may bring the concern to the immediate supervisor.

17.6 Students may not be allowed to have keys to schools buildings.

17.7 The District will comply with time limits contained in Federal Motor Safety regulations and NDOE School Bus Driver's Manual.

17.8 The District and the Organization have developed Safety and Crisis communication protocols for staff working with students. Staff members will be provided training on the aforementioned protocols and the use of any safety/communication services/ equipment when taking care of special need students or student monitoring when they are off school grounds. (Added 9/15/09)

Article 18 Policy

18.1 Board Policy Manuals will be available to all staff at each school library and on the district web site.

18.2 The Board/District has the exclusive right to manage and direct the District as well as formulate Policy, Regulation and Rules in accordance with NRS 288.150(3). The District/Board will seek employee input. Any District policy in conflict with the Negotiated Agreement is superseded by the Agreement. (Amended 1999; Amended 4/2003))

Article 19 Strikes/Lockouts

19.1 Employees, Organization, Board and District will refrain from strikes, lockouts, work slow downs, sickouts, etc. Disputes concerning the master contract will be resolved through the grievance process.

Article 20 Personnel Files and Employee Rights

20.1 The Superintendent's Office will maintain the official personnel file for each employee. This file will be kept so as to insure its integrity, safekeeping and confidentiality. (Amended 2002)

20.2 Employees will sign for and receive a copy of any item that is added to their personnel file. Evaluation forms are added each year.

20.3 Employees may inspect their file at the District Office, place pertinent material in the file and add a response to any item.

20.4 Principals or immediate supervisors may maintain folders for each employee. Note: The site file cannot be used in dismissal or disciplinary action.

20.5 The District will also maintain files on all grievances separate from personnel files.

20.6 Personnel files shall be kept confidential.

20.7 An employee charged, and cleared, of a crime will have any documents relating the event removed from his/her personnel file immediately upon the district's notification by the employee of clearance of the charge or crime. (Amended 1999)

20.8 Any negative documents, except evaluations, will be removed from an employee's personnel file after one (1) year upon written request of the employee, barring a recurrence of a similar incident which gave rise to the negative document or direction for change. (Amended 1999)

20.9 Documents not brought to the employee's attention may not be used in a personnel action.

20.10 The employee will be notified of a complaint within five (5) days of the District's receipt of said complaint if action is to be taken against the employee by the District. (Amended 1999)

20.11 Whenever an employee is called before an administrator or the Board concerning any matter which may have an adverse effect on continuation in position or employment, the employee and the Organization shall have not less than 72 hours prior written notice of the reason for the meeting and shall be entitled to have a representative of the Organization present. If the superintendent has reason to believe that cause exists for dismissal, and believes that immediate suspension is necessary in the best interest of students, suspension may occur without notice. (Amended 1999)

20.12 An employee may restrain a student in self-defense or to protect other students, staff or property.

Article 21 Scheduled School Bus Routes

21.1 The District agrees to provide bus drivers the opportunity to work a minimum of thirty (30) hours per week. It is understood that other duties may be assigned to reach the minimum of thirty (30) hours per week. If a driver declines other duties, the District is not required to pay up to thirty (30) hours per week. Other duties shall be assigned in an equitable manner (amended 9/15/09)

21.2 Drivers operating under emergency conditions as defined in the Federal MCS regulation 392.11, and the Nevada DOE School Bus Driver's training Manual, shall be compensated at double the regular rate of pay.

21.3 Bus drivers will not be required to serve as chaperones while driving trip runs or field trips but will assist when possible. Supervision shall not interfere with required rest periods.

21.4 The District may transport adult groups exceeding eight passengers up to six times in any given school year without using a bus driver.

21.5 Seniority and Route Selection: Scheduled school bus routes shall be allocated on the basis of seniority. Seniority shall be as defined by the WPSSO contract. The District shall establish a seniority list by job classification and maintain the list as prescribed in the WPSSO contract.

a. When the District has enough relevant information it shall prepare a master list of all the regularly scheduled bus routes that will be maintained throughout the school year.

b. The Master list of routes shall state:
   (1) The group to be transported;
   (2) The departure and arrival times;
   (3) The route to be traveled;
   (4) The pick-up and drop-off points of the passengers;
   (5) The hours of each route and the days wage of the route.

c. Priority shall be given to those drivers who reside near the source of the scheduled route. Where two or more drivers in a rural area have a choice of routes, the driver with the most seniority shall have the first selection.

d. In the hub area of Ely, Ruth and McGill, the allocation of routes shall be made on the basis of seniority. After the drivers have had an opportunity to review the master list of routes the District will convene an assignment meeting where the drivers will by seniority bid on the available scheduled bus routes for the coming school year.

e. Re-bidding Modified Routes: Whenever a school bus route is modified to alter the time a minimum of 15 minutes, an assignment meeting will be convened where drivers will, by seniority, re-bid on the new routes.

21.6 Excess Hours: In the event that work in excess of six (6) hours per day for schools on a five (5) day week and in excess of seven and one-half (7.5) hours per day for schools on a four (4) day week schedule becomes available, the School District shall make every reasonable effort to equitably distribute this work among qualified employees.

21.7 Assignment of Local or Intra-County Field Trips:

a. Field Trip Defined: Any trip transporting students other than a trip run (see definition p. 24) or a regularly scheduled route shall be considered a field trip. Field trips shall be assigned to schedule route drivers on a point rotation.

b. Calculation of Points: The point value of a field trip shall be calculated by multiplying the total hours involved in completing the trip by the hourly wage, then moving the decimal two places to the left and rounding off to the nearest dollar.

c. Point Rotation List: Field trip rotation point list shall begin with the seniority list. The most senior shall select first, as in scheduled route selection. When all the drivers on the list have been assigned points, a new list will be compiled every week with the driver with the least total points heading the list and those drivers with progressively more points at the bottom of the list.

d. Posting Field Trips: As soon as request for field trips become available, the request shall be posted on the designated bulletin board. The posting should contain: destination, departure and return times, group name and number, how many and what busses to be utilized, and the estimated point value of the trip.

e. Assignment Meeting: On the Wednesday of the assignment week an assignment meeting will be held for the selection and assignment of field trips. If a driver cannot attend the assignment meeting he should present to the assignment officer a prioritized list of his selections for that week's field trip. (Amended 2002)

f. Regular Route Displacement: The field trip rotation list is voluntary and a driver not wishing to make field trips will be unaffected on his regular scheduled route. Should a field trip require enough hours so that the driver could not make his regularly scheduled route, a relief driver will be utilized to make his p.m. route. Regularly scheduled field trips shall be assigned weekly from the point rotation list.

g. Drivers Unavailable: Relief drivers and eight (8) hour people (respectively) will be utilized for field trips only when the point rotation list has been exhausted.

21.8 Refusing a Trip: If a field trip driver turns down a trip he shall be assigned the trip point value for that trip and his total point value will grow as if he had made the trip. Field trip drivers shall not be assessed rotation points for turning down trips because of: death in the family; sickness; jury duty; doctor appointment; notification of trip with less than 24 hours; any trip that would cause the driver to violate any provision of the Federal Motor Carrier Safety Regulations.

21.9 Trip Records and Corrections: It is the responsibility of the individual field trip driver to maintain a record of the hours and his point value total. If a discrepancy occurs between a driver and the assignment officer concerning either hours or rotation points, the discrepancy must be resolved before that driver can be reassigned. If an impasse occurs between a driver and the assignment officer concerning "points," a group of the driver's peers will review the arguments and make the judgment.

21.10 Dispute Resolution: Disputes concerning the application or interpretation of this Agreement are subject to Article V – Grievance and Arbitration Procedure of the Negotiated Agreement between the parties.

21.11 When a bus route to a school site is not required due to any reason during a day when other schools are in session, the absence of a bus driver on another route shall first be offered to the available drivers by most seniority first before utilizing relief drivers. (added 2005)

Article 22 Trip Driving

22.1 Definition of Trips: Bus trips are categorized and defined as follows: (Added 1999)

a. FIELD TRIP - takes place within White Pine County and does not involve overnight lodging.

b. TRIP RUN

(1) **Looper Run** – a trip run which is round-trip, out of White Pine County, and does not require overnight lodging according to the itinerary.

(2) **Overnighter** – a trip run that is round-trip, out of White Pine County, and requires overnight lodging as identified on the trip itinerary.

(3) **Note**:

- A "looper run" becomes an "overnighter" when an unforeseen event requires lodging.
- During any Trip Run drivers shall be paid the actual number of hours in excess of 24 at the rate of $12.91 per hour. Time is measured from portal to portal.

c. ELIGIBLE DRIVERS- Licensed endorsed drivers having successfully completed (as certified by the supervisor) trip runs, beyond a regular route, with a partner driver.

22.2 Compensation for trip runs is extra-duty and not eligible for PERS contribution, and shall be calculated as follows: (Amended 2002)

(Round Trip Miles divided by 42 Miles per Hour times the hourly rate) + (4.0 hours times the hourly rate) + (8 hours times hourly rate for overnight trips). (Amended 1999, amended 8/2002)

Voluntary Trip Run drivers are not eligible for PERS contributions unless the following procedures are enacted:

a. If through the assignment process for trip runs a trip remains unassigned and all trip drivers have either accepted an assignment or "zeroed out" for that assignment week the district will ask that those who zeroed out, in order of bidding position to consider accepting the open trip. If after this second offering the trip remains unassigned the district may elect to offer the trip to a qualified trip driver at that employee's regular rate of pay for their normal working hours.

b. The district reserves the right to deny an employee the option of the assignment if the district can demonstrate a reason why the employee should remain at their normal job duty.

c. The affected driver will be compensated at their regular rate for the first eight hours of the trip, including PERS contribution, and then be compensated at the trip driver rate of pay that is not eligible for PERS contribution.

(added 2/29/07)

22.3 Qualified members of the Organization shall have the right of first refusal for all trip runs. A trip run is the use of District equipment to convey more than eight passengers beyond the boundaries of White Pine County. Selection of qualified members of the Organization for specific trip runs shall be through a rotation system. The make-up of the rotation system shall be mutually agreed by the District and Organization.

22.4 Bus drivers will be used whenever more than eight students are being transported. The District may elect to transport eight, or fewer, students without using a bus driver. The District and Organization may mutually agree to waive this provision.

22.5 Bus drivers will not be required to serve as chaperones while driving trip runs or field trips but will assist when possible. Supervision shall not interfere with required rest periods.

22.6 The District may transport adult groups exceeding eight passengers up to six times in any given school year without using a bus driver.

22.7 Seniority and Bidding: The first trip driver assignments of a season shall be based on seniority. Seniority shall be an employee's length of continuous service since the date of his or her employment (hire date). The driver with the most seniority shall head the point rotation list, the driver with the second amount of seniority shall be second on the list, and ending the list shall be the person with the least amount of seniority. The person making the trip driver assignments shall be the "assignment officer."

22.8 Posting Trips and Rotation Roster: The assignment officer shall post – on a designated bulletin board that is open and accessible at all times during normal working hours and provide each driver a copy of the upcoming trips as soon as all pertinent information is available but not later than 3:00 PM on Tuesday (added 6-29-07) (amended 8-6-10)

a. The posted itinerary shall state: (Amend 4/10/2003)
   (1) The destination
   (2) If the trip is a "looper" or "overnighter" (see definitions above)
   (3) The group(s) name
   (4) The departure and return times
   (5) The point rotation value of the trip.
   (6) The number of the bus assigned to the trip. Factors to be considered in bus assignment include: a. Number of participants. B. distance of the trip and c. level of student completion, (varsity, JV or middle school). Bus assignments will not be changed for the convenience of the driver.

b. The selection of trips shall occur (whenever possible) on the Wednesday of the assignment week. The driver with the most seniority shall have the first selection of the available trips posted for the assignment week. The driver second on the seniority list shall make the second selection, third will make third selection, and so on down the list until all posted trips have been assigned.

c. When all assignments for the week have been completed, a new list will be made placing those drivers with the most rotation points at the bottom of the list, and numerically regressive points higher on the list, but beneath the seniority list.

d. Following every weekly assignment, a new point rotation list will be made. When all drivers have been assigned points, the point rotation list shall have the driver with the least amount of points heading the list, followed by the drivers with a progressively larger amount of points. The point rotation list then becomes the basis for assigning trip assignments for the remainder of the season.

e. If there is a blank space for one or more trips on the assignment sheet that has been vacant for one or two days prior to the freeze point (48 hours prior to departure), the assignment officer at the freeze point shall assign the eligible drivers(s) the posted trip points, exclude him/her from the trip and assign the trip to the next eligible driver whom they can contact.

f. Drivers who have signed the assignment sheet in a timely manner are assured that if a late trip is posted prior to freeze point, the assignment officer will contact the signed drivers who can by

position on the assignment sheet either accept or reject the late trip. The second listed driver may have another option other than their first choice.

22.9 Assignment Meetings: The Tuesday assignment meeting 10:00 a.m. bus garage, central office should be attended by all drivers who might be assigned the following week. If it is not possible for a driver to attend the assignment meeting, the driver should acquaint himself with the up-coming trips during the days prior to the assignment meeting and provide to the assignment officer a list of his or her choices, first through last, of the available trips.

a. Failure to attend: If a driver does not attend the assignment meeting and does not provide a list of his or her priority trips, the assignment officer will assign trips within two (2) working days prior to departure utilizing the policy that the first assignment will be awarded to the driver heading the list, and will be assigned the trip with the greatest number of points. (Amended 4/2003)

b. Trip drives understand that regardless of their position on the assignment sheet, once they have signed for a trip, the signature is indelible. The only permissible switching is between mutually acceptable drivers, prior to per diem requests being submitted.

c. If two or more drivers achieve the same numerical value of points at the end of the week (EOW) they will remain in the same position on the next assignment sheet as they had at the beginning of the week (BOW).

d. Should a driver turn down two trip assignments the preceding week that will automatically place that driver at the bottom of the assignment list.

e. Any medical excuse for one assignment week (Wednesday-Tuesday) or longer, will automatically place that driver at the bottom of the assignment list. A driver healthy enough to drive their regular route is obligated to drive their trip run.

f. In case of a late trip assignment and before per diem requests are filed, the driver heading the assignment sheet and who has made a trip selection, has three options:
   (1) The driver can accept the late assignment.
   (2) Can retain their original selection.
   (3) Can mutually trade assignments with another driver. The driver does not have the option of BUMPING any other driver who has made a trip selection.

g. In case of a trip cancellation which occurs prior to per diem requests being filed, the cancelled driver may bump for any remaining trip her or she was originally eligible for. This will initiate the domino bumping procedure.
   (1) If two drivers were involved in the bumped trip, the driver who selected second would be bumped. The unaffected driver does not have bumping privileges.
   (2) If two drivers were involved with a cancelled trip, the first signed driver would bump first, the second driver would bump second, individually or collectively, following the above procedures. The first bumped driver(s) can then bump any remaining trips for which they were eligible. The domino effect continues until the assignment sheet is completed.

h. Assignment by Point Rotation: The second assignment will be assigned to the driver second on the point rotation list, and will be assigned the trip with the second highest number of points, and so on until the assignment list is complete. Other variables such as two trips with equal point values, different destinations, or different departure times will be assigned at the discretion of the assignment officer.
   (1) Refusing an Assignment: Should a driver turn down a trip he shall be assigned a point value equal to the highest value of **one of** the remaining trips, so that his or her total points would accumulate as if he had made that trip. On trip runs, it shall be the responsibility of the driver to record the pre and post mileage and record the round trip mileage on his or her daily log. It will then become the duty of the assignment officer to recalculate the point value of the trip using the amount column formula on the contract sheet. The amended point value will be

posted on the next assignment sheet the second working day after the driver returns to determine the driver's next bidding position. (Amended 2002)

22.10 Late Notification: If a driver misses a trip with a higher point value because of late notification, he shall be paid at the rate of the trip he missed.

22.11 Itinerary: Trip drivers shall be in possession of an itinerary 48 hours in advance of departure time. Items marked [*] below may be exempted from the 48-hour advance notice and be presented to the driver at time of departure, at the latest. (Amended 2002)

a. The itinerary shall identify the following:
   (1) Destination
   (2) Departure including bus arrival time at school prior to loading of students and departure time from school, length of stay. Driver's arrival time should be 15 minutes prior to bus departure time. (amended 8-6-10)
   (3) Dates
   (4) * Route
   (5) * Rest Stops
   (6) * Eating places and times – to be determined by the coach and driver
   (7) Time and place of performance
   (8) If overnight, the motel and phone number
   (9) * List of all passengers and their function (to be provided at time of departure)
   (10) * Length of post-performance clean-up time
   (11) * Driver admission (whether sponsor will pay).
b. Should an itinerary not be provided, it shall be the responsibility of the driver to determine the route to be taken to and from the activity.
c. Once set, the itinerary shall only be changed by mutual agreement of the driver and the person in charge of the activity.
d. Should the administration fail to provide a driver with a complete itinerary 48 hours prior to departure, the driver shall receive two hours of compensatory pay (2 x hourly rate on salary schedule). This requirement may be waived by mutual agreement of the parties.
e. Any time after the driver has signed the assignment sheet and there is a change in the posted itinerary, the driver shall be personally notified of such change. (Amend 4/2003)
f. Trip drivers will receive one-half hour pay for pre-trip vehicle preparation of school bus trips.
g. Trip drivers will be given adequate time to transport the bus from the bus garage to the student pick up area.

22.12 Mileage Calculations and Daily Log:

a. Round trip mileage is calculated from portal to portal.
b. Driver must turn in his daily log complete with round trip mileage by 10:00 a.m. the next working day following trip completion. Failure to turn in round trip mileage on time will require point assignment by contract amount and no adjustment to be paid at a later date.
c. Relief Driver: On looper runs, when a relief driver relieves a driver who will be beyond the five (5) hour one way driving time, the exchange shall take place at the mid-point of the "on duty" time at the turnaround point (see FMCSR p. 64), provided a second driver is not provided. (Added 1999)
d. Rest Accommodation: If the expected portal to portal time for a driver(s) exceeds 15 hours (Article 395.3 Federal Motor Carrier Regulations), rest accommodations will be provided at the turnaround point, provided a second driver is not provided. (Added 1999)
e. Per Diem: For any trip lasting twelve (12) hours or more, the driver shall receive full per diem meal expense money When portal-to-portal time is twenty-four (24) hours or longer, the driver(s) shall receive his hourly rate of pay for each hour over 24 hours. (amended 9/15/09)

22.13. Formula For Trip Points: Trip points shall be determined by multiplying the hourly rate times the number of hours compensated, plus (in the event of an overnight trip) $92.32.

22.16 New Trip Drivers: New drivers on their first assignment to the point rotation list, and assigned drivers returning from extended leave, shall be placed at the bottom of the point rotation list, each separated by one-tenth (1/10) of a point according to seniority. (Amended 2002)

Article 23 Voluntary Early Retirement

23.1 Any early retirement incentive program for eligible employees of the District shall be in accordance with the NRS and the NPERS policies and regulations. Employee participating in the NPERS are eligible to retire at any age with 30 years of services or at age 60 with 10 years of service or at 65 years of age with five years of service. NRS provide that a member of the NPERS with five years of service may purchase up to five years of service. NRS further provides that an employer may choose to pay any portion of the cost to purchase retirement service credits for an employee, but is under no obligation to do so.

23.2 In order to qualify for District participation in the purchase of retirement service credit, an employee must meet the following criteria and procedures:

a) The individual must be an employee of the District at the time of application.
b) The employee resignation, the procedures for early retirement incentive option, must be completed not later than April 30 of the contract year and at least three months prior to the effective date of retirement from the District. The Board of Trustees may, at their discretion, waive the April 30 deadline in the event of a medical or family emergency.
c) Employees requesting early retirement benefits must have completed a minimum of 15 years of PERS eligible service with the District;
d) The District will contribute a fixed dollars amount retirement calculates as follows: The District's PERS contribution in the employee's final contract year times two (2), up to the maximum amount allowed by PERS
e) The employee has the option of applying the dollar amount calculated in subsection (d) above to PERS, continued Health Insurance premium, cash, or some combination thereof.

23.3 The District will transfer all funds for the purchase of retirement service credit directly to PERS. Payment will not be made through the employee.

23.4 The Board of Trustees may accept or reject any request for participation in the Early Retirement Incentive Plan at its discretion.

Article 24 Nondiscrimination

24.1 The Organization and District agree to comply with NRS 288 with regard to nondiscrimination.

Article 25 Warrant of Authority

25.1 The District, Board and Organization hereby warrant and guarantee that they have the authority to act for, bind and bargain on behalf of each other which they represent, during the terms of this contract.

Article 26 Savings Clause/Sole and Entire Agreement

26.1 This agreement is the entire agreement between the Board and Organization. If any provision of this agreement is held to be contrary to law, such provision will be deemed invalid. Negotiations will resume between the parties to address the issue raised. The Board and

Organization agree that they have negotiated fully and that this Agreement constitutes the complete and final agreement. Headings do not vary the terms of this contract and are for convenience of the parties only. (Added 2002)

26.2 Attachments: Appendices attached hereto are included as though contained in the body of this Agreement and set aside only for purposes of convenience. (Added 2002) Appendix A: Salary Schedules; Appendix B: Elective and Emergency Overtime

26.3 Personal pronouns are general and should be interpreted to include persons of any sex. (Added 4/2003)

Article 27 Duration

27.1 When ratified as herein set forth, this Agreement will be in effect retroactively from July 1, 2015and will continue in full force and effect until June 30, 2019 or until a successor contract is negotiated and ratified by both the Board and the Organization.

2016-2017: The parties shall each have the right to open no more than three (3) Articles, and Article 8-1 and Appendix A.

2017-2018: The parties shall each have the right to open no more than four (4) Articles, and Article 8-1 and Appendix A

2018-2019: The parties shall each have the right to open no more than three (3) Articles, and Article 8-1 and Appendix A

27.2 This Agreement is binding upon both parties when ratified by the Board of School Trustees and the Organization. This Agreement is signed this _____ day of _____, 2015.

IN WITNESS THEREOF:

For the White Pine Support Staff Organization:

10/14/15

Chad Henriod, President, WPSSO Date

For the White Pine County Board of School Trustees:

Lori Hunt 10/14/15

Lori Hunt, WPCSD Date

APPENDIX A

4.00%

SUPPORT STAFF ORGANIZATION
CLASSIFIED SALARY SCHEDULE #2
2013/2014

	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	7 YR STEP X	10 YR STEP F	15 YR STEP G	20 YR STEP H	25 YR STEP I	
BUS MONITOR	1	9.23	9.71	10.17	10.66	11.23	X	11.79	12.37	12.95	13.51	1
CUSTODIAN HELPER	2	11.07	11.56	12.06	12.57	13.11	X	13.67	14.28	14.93	15.49	2
TRANS. HELPER	3	9.72	10.17	10.69	11.13	11.79	X	12.37	12.99	13.62	14.18	3
CUSTODIAN	4	11.79	12.31	12.85	13.41	13.99	14.74	16.11	16.77	17.45	18.12	4
MECHANIC HELPER	6	10.69	11.23	11.80	12.37	12.99	X	13.66	14.34	15.03	15.69	6
BUS DRIVER	7	12.95	13.52	14.15	14.74	15.40	X	16.11	16.85	17.59	18.28	7
TRANS. PAINTER	8	13.67	14.37	15.07	15.84	16.64	X	17.49	18.36	19.26	20.10	8
TRANS. DRIVER TRAINER	9	13.67	14.37	15.07	15.84	16.64	X	17.49	18.36	19.26	20.10	9
ADMINISTRATIVE ASSISTANT	10	14.73	15.45	16.18	16.93	17.78	X	21.58	22.62	23.70	24.72	10
ESP ADMINISTRATIVE ASSISTANT	11	17.08	17.89	18.76	19.65	20.58	X	21.58	22.62	23.70	24.72	11
	12	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	12
HEAD CUST. WPHS, WPMS & DEN	13	17.86	18.60	19.37	20.15	20.97	X	21.86	22.78	23.72	24.68	13
MAINT. HELPER	14	16.63	17.40	18.18	18.96	19.82	X	20.74	21.67	22.66	23.63	14
MAINTENANCE	15	18.87	19.69	20.58	21.48	22.47	X	23.45	24.50	25.62	26.73	15
MECHANIC	16	18.87	19.69	20.58	21.48	22.47	X	23.45	24.50	25.62	26.73	16
TECHNOLOGY	17	18.87	19.69	20.58	21.48	22.47	X	23.45	24.50	25.62	26.73	17
Paraprofessionals												
MONITOR: STUDY HALL	5	9.97	10.44	10.93	11.44	11.99	X	12.56	13.16	13.76	14.36	5
TEACHERS AIDE	10	11.24	11.76	12.32	12.92	13.51	X	14.84	15.52	16.22	16.89	10
SKILLED TRADES	17	13.38	14.02	14.76	15.50	16.28	X	17.17	18.04	18.93	19.72	17
DETENTION/ISS SUPERVISOR	18	13.67	14.38	15.08	15.83	16.65	X	17.48	18.36	19.25	20.08	18
ASSISTANT: COUNSELING, LIBRARY, PERSONNEL	20	14.40	15.08	15.82	16.58	17.40	X	18.27	19.15	20.04	20.93	20
TRIP DRIVING	15.86											

** Mountain High Secretaries will receive an additional $800.00 per year because of location.

** 2006/2007 "School Secretaries with 10 or more years of service will be paid at the rate for Administrative Secretaries Range 21 (12) Step F Custodian I employees will receive a step increase after seven years of service at year 7 equal to the Custodian II Range 5 Step E. Steps F,G,H, and I for custodian 1 (Range 4) employees will be equal to the rate for Custodian II, Range 5, Steps F, G, H and I."

APPENDIX B
ELECTIVE OVERTIME AND EMERGENCY OVERTIME

The White Pine County School District and the White Pine County Support Staff Organization agree to the following regarding the assignment of overtime. This Memorandum of Understanding shall become effective upon placement of the last signature hereon and shall be part of the fabric of the Negotiated Agreement between the parties.

1. Elective overtime shall be offered first to employees within the designated work assignment, in the building where the work is to be performed. In the event elective overtime is needed at a District facility other than an active school building, the overtime shall be offered to employees in the designated work assignment based on district-wide seniority.

2. If no regular employee within the designated work assignment accepts the elective overtime assignment it will then be offered to other regular staff members of the designated work assignment based on their seniority in the district. The most senior staff member within the designated work assignment will have first choice. It will be offered to successive staff members by order of seniority.

3. If no regular employee within the designated work assignment accepts the elective overtime, the district will seek assistance from employees in related job classifications. Example: Custodial overtime shall be offered to custodians first, then to maintenance and grounds employees, others, and lastly to substitute workers.

4. When overtime is offered it shall identify the job classification on which overtime wages are based. Employees working overtime outside their job classification will be paid according to their experience step, but based on the pay rate for the job classification in which overtime is offered.

5. Notification of all overtime opportunities will be made not less than three (3) work days in advance of the work to be performed via school email. It is the employees' responsibility to respond to the email within their regular work schedule.

6. If the district fails to properly notify employees of the opportunity for elective overtime the most senior staff member in the designated work assignment who would be eligible for the overtime will receive overtime pay equal to the number of hours completed by the assigned employee.

7. Emergency Overtime will follow the procedures outlined in numbers one (1) and four (4) above.
   a) In the event overtime is not accepted by the first called pursuant to number one (1) above, the District is free to call any employee who will complete the work.

Definitions:

Elective Overtime: Any overtime assignment in which the district has advance notice. This includes, but is not limited to such things as scheduled athletic events, teacher training held during the weekends or extra building clean up.

Emergency overtime: Overtime required due to an unforeseen event for which the district has less than 24 hours notice. This includes, but is not limited to, emergencies involving the weather or structural/security issues.

Mutual Agreement
Between the
White Pine County School District
And The
White Pine County Support Staff Organization

During negotiations between the White Pine County School District (District) and the White Pine County Support Staff Organization (Organization) for the 2015-2019 Negotiated Agreement, the parties agreed to the citations below, regarding the impact on Article 9.4 Association Leave as per SB 241, which states, in part, "A local government employer may agree to provide leave to any of its employees for time spent by the employee in performing duties or providing services for an employee organization if the full cost of such leave is paid or reimbursed by the employee organization or is offset by the value of concessions made by the employee organization in the negotiation of an agreement with the local government employer pursuant to this chapter."

In accordance with this, the District and the Organization agree to the following:

The Organization proposed a salary increase, effective July 1, 2015. This salary increase, had it been agreed to, would have resulted in a cost of approximately $26,500, for the 2015-2016 school year.

The District proposed, due to a lack of funding and an anticipated significant shortfall in funding for the 2015-2016 school year, no salary increase.

The District and the Organization agreed, as a part of the 2015-2019 Agreement, that there would be no salary increase for the 2015-2016 school year.

The cost to fund Association Leave under Article 9.4 of the Agreement for the 2015-2016 school year, is approximately $3,200 (based on the average daily rate of pay for support staff in the District), if all Association Leave were utilized during the 2015-2016 school year.

Therefore, and based on the above, due to the District and the Organization agreeing that there would no salary increase for the 2015-2016 school year, which would have resulted in an increased cost of approximately $26,500, and due to the approximate cost of Association Leave for the 2015-2016 school year, which is approximately $3,200, were all Association Leave days utilized during the 2015-2016 school year, the cost of Association Leave is offset by the costs that the District would have incurred had a salary increase been implemented.

This Mutual Agreement will be in effect during the entire 2015-2019 Agreement.

Bob Dolezal, Superintendent
WPCSD

Chad Henriod, President
WPCSSO