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Before the State of Nevada
Government Employee-Management
Relations Board

LANAE D. BARNUM,

Complainant,

v.

CLARK COUNTY SCHOOL DISTRICT;
TEAMSTERS, LOCAL 14

Respondents.

CASE NO.: 2026-011

**TEAMSTERS LOCAL 14'S MOTION TO
DISMISS PROHIBITED PRACTICES
COMPLAINT**

TEAMSTERS, LOCAL 14 ("Union," "Respondent" "Local" or "Local 14") moves to
dismiss LANAE D. BARNUM's ("Complainant") Complaint as there is no probable cause for
consideration. This Motion is based upon papers and pleadings on file herein, the attached
Memorandum of Points and Authorities, and any oral argument permitted.

I.

INTRODUCTION

Ms. Barnum asserts one cause of action against Teamsters, Local 14, violation of the Duty
of Fair Representation. Complaint at ¶23. Ms. Barnum's Complaint, as it relates to Local 14,
rests on multiple defective allegations: (a) That Local 14 "failed the investigate the allegations";
(b) that Local 14 was "failing to challenge CCSD's procedural violations"; (c) that Local 14 was

TEAMSTERS' LOCAL 14'S MOTION TO DISMISS

1 “failing to enforce progressive discipline” (d) that Local 14 was “failing to communicate material
2 information”; and (e) that Local 14 was “failing to advocate on Complainant’s behalf. *Id.* at ¶25.
3 In each of these instances, there is ample evidence to the contrary.

4 NAC 288.375 authorizes this Board to dismiss a matter when there is no probable cause,
5 when a complaint is spurious or frivolous, or when it raises only issues previously decided by the
6 Board. In this instance, Ms. Barnum’s Complaint fails to provide even probable cause for any
7 violations of the duty of fair representation. Ms. Barnum’s Complaint falls squarely within these
8 grounds for dismissal.

9
10 **II.**
STATEMENT OF FACTS

11 Clark County School District (“CCSD”) is a local government employer within the
12 meaning of NRS 288.060 and Teamsters, Local 14 is an employee organization or labor
13 organization within the meaning of NRS 288.040. Non-party Education Support Employees’
14 Association (“ESEA”) is an employee organization or labor organization within the meaning of
15 NRS 288.040. CCSD and non-party ESEA are parties to a collective bargaining agreement
16 (“CBA”) dated August 9, 2023. *See Exhibit A*, CBA. Teamsters, Local 14 acts as an agent of
17 ESEA within the Bargaining Unit under the CBA and is responsible for filing and resolving
18 grievances for bargaining unit members.

19 On April 9, 2026, Ms. Barnum was drug tested for marijuana metabolites. *See Exhibit B*,
20 Response to Request for Information at 4/22/2026 Specimen Result Certificate. Ms. Barnum
21 tested positive. *Id.* On April 28, 2026, Ms. Barnum was served with a Notice of Investigatory
22 Review, alleging that her positive test violated District Regulation 4230: Fitness for Duty, District
23 Regulation 4231: Alcohol and Controlled Substances testing; and Violation of Federal Motor
24 Carrier Safety Administration regulations as a CDL holder. *See Exhibit C*, Disciplinary Notices
25 at April 28, 2026 Notice of Investigatory Review.

26 ///

1 On April 28, 2026, Ms. Tamura Jamison, representing Ms. Barnum in her role as a
2 Business Agent for Teamsters Local 14, attended the meeting with Ms. Barnum. *See Exhibit D*,
3 Disciplinary Conference Notes. At the meeting, Ms. Barnum admitted that she takes "CBD
4 Gummies" and was taking them the month of the drug test. *Id* at page 2. Ms. Barnum admitted
5 that she did not go on the DOT website and see if the gummies were permitted while holding a
6 CDL. *Id*. Ms. Jamison emphasized that Ms. Barnum's years of service to CCSD should be taken
7 into consideration, as well as the fact that she is the sole breadwinner of her family. *Id* at page 3.

8 On May 6, 2026, Ms. Barnum was told that she was Immediately Suspended Without Pay
9 Pending Recommendation for Dismissal. *See Exhibit C* at May 6, 2026, Notice of Disciplinary
10 Action. On May 19, 2026, Ms. Tamura Jamison, in an effort to ensure that Ms. Barnum's
11 dismissal was with just cause, sent a detailed request for information asking for Ms. Barnum's
12 personnel files, any and all statements, documents pertaining to the matter, and witnesses
13 statements or email statements pertaining to the matter. *See Exhibit B*, Response to Request for
14 Information at page 1, Request for Information. It is this very request for information that
15 provided the positive drug screening medical information.

16 Ms. Jamison then discussed the matter with union leadership, and a decision was made to
17 not take the matter to arbitration. Despite the decision not to move forward, Ms. Jamison still
18 asked CCSD if it would be willing to settle the matter. *See Exhibit E*, Request for Settlement.
19 CCSD ultimately declined to settle the matter, and on May 28, 2026, Ms. Jamison sent an email
20 to Ms. Barnum letting her know that Local 14 would be closing the matter. On May 30, 2026, Ms.
21 Barnum filed her complaint with the EMRB initiating this case.

22
23 **III.**
LEGAL STANDARD AND AUTHORITY

24
25 A motion to dismiss under NAC 288.200(1)(c) must be denied if the complaint states
26 "sufficient facts to give rise to a justiciable controversy." Further, under NAC 288.375, the Board

1 may dismiss a complaint for lack of probable cause “where the Complaint on its face discloses
2 the lack of probable cause or fails to allege elements necessary to the Complainants prima facie
3 case.” *Leon Greenberg v. Clark County*, Case No. A1-045795, Item 577C, P. 6 (EMRB, July 21,
4 2005). If there are a lack of sufficient facts to give rise to a justiciable controversy, there is also a
5 lack of probable cause. *Adonis Valentin v. Clark Co. Public Works*, Case No. A1-046010, Item #
6 762 (EMRB, July 1, 2011).

7 With regard to alleged breaches of the duty of fair representation, the standard is whether
8 the employee organization has acted in a manner that is arbitrary, discriminatory, or in bad faith.
9 *Ashley DeSouza v. Clark County Education Association and Clark County School District*, Case
10 No. 2024-035, Item No. 906A, P. 2. (EMRB, January 28, 2025) (citing *Weiner v. Beatty*, 121
11 Nev. 243, 249, 116 P.3d 829, 832 (2005)). The duty of fair representation is typically construed
12 narrowly to provide the employee organization with the necessary discretion to act in what it
13 perceives to be the best interests of those it represents. *Id.* (citing *Crom v. Las Vegas – Clark*
14 *County Library District*, Case No. A1-046004, Item No. 752E (EMRB, July 17, 2013)).

15 An employee organization’s actions are arbitrary only if the employee organization’s
16 conduct can be fairly characterized as so far outside a “wide range of reasonableness that it is
17 wholly ‘irrational’ or ‘arbitrary.’” *Id.* (citing *Brian Heitzinger v. Las Vegas-Clark County Library*
18 *District*, Case No. A1-045977, Item No. 728C at 11 (EMRB, Jan. 30, 2012)) (citing *Marquez v.*
19 *Screen Actors Guild, Inc.*, 525 U.S. 33, 45 (1998)).

20 To prove discriminatory conduct relating to a breach of the duty of fair representation, the
21 Complainant must produce substantial evidence that the discrimination was intentional, severe,
22 and unrelated to legitimate employee organization objectives. *Id.* (citing *Bybee & Gingell v. White*
23 *Pine County Sch. Dist.*, Case No. A1-045972, Item No. 724B at p.7 (EMRB, Feb. 9, 2011)).

24 “In order to show ‘bad faith,’ a complainant must present substantial evidence of fraud,
25 deceitful action or dishonest conduct.” *Id.* (internal citations omitted.)

26 IV.

27 TEAMSTERS’ LOCAL 14’S MOTION TO DISMISS

MEMORANDUM OF POINTS AND AUTHORITIES

A. Ms. Barnum's Complaint Fails as a Matter of Law as it Does Not Describe How Local 14 acted in a matter that is arbitrary, discriminatory, or in bad faith.

With regards to alleged breaches of the duty of fair representation, the standard is whether the employee organization has acted in a manner that is arbitrary, discriminatory, or in bad faith. *Ashley DeSouza v. Clark County Education Association and Clark County School District*, Case No. 2024-035, Item No. 906A, p. 2. (EMRB, January 28, 2025) (citing *Weiner v. Beatty*, 121 Nev. 243, 249, 116 P.3d 829, 832 (2005)). The Board may dismiss a case when the Complaint "fails to allege elements necessary to the Complainants prima facie case." *Leon Greenberg v. Clark County*, Case No. A1-045795, Item 577C, P. 6 (EMRB, July 21, 2005).

In this case, Ms. Barnum does not specify whether she believes Local 14 was acting in an arbitrary matter, a discriminatory matter, or in bad faith, but lumps all three together. *Complaint* at ¶25. She then lists various allegations, without sufficient evidence, such as the failure to investigate, challenge CCSD's procedural violations, enforce progressive discipline, communicate material information, advocate on Plaintiff's behalf, refuse to pursue arbitration without a rational basis, misrepresent the status of Complainant's termination, and abandoning Complainant to navigate HR alone.

1. Local 14 Did Not Fail to Investigate the Allegations

As stated, Ms. Jamison, acting on behalf of Local 14, sent a request for information for Ms. Barnum's file promptly. See **Exhibit B**. The information provided by the District confirmed that Ms. Barnum failed a drug test. Ms. Barnum herself did not challenge the results of the drug test, but instead blamed the CBD Gummies which she purchased online without checking whether they were DOT approved. See **Exhibit D** at page 2. Beyond the disciplinary file, personnel file, and drug testing documents, there was nothing further to investigate. Plaintiff makes no mention as to how requesting the required information was arbitrary, discriminatory, or in bad faith. Instead, Local 14 was acting within the "wide range of reasonableness." *Brian Heitzinger v. Las*

1 *Vegas-Clark County Library District*, Case No. A1-045977, Item No. 728C at 11 (EMRB, Jan.
2 30, 2012).

3 2. Local 14 Did Not Fail to Challenge CCSD's Procedural Violations

4 Ms. Barnum's complaint does not state what procedural violations she alleges CCSD
5 committed. While she does state at Paragraph 13 that she was "suspended without pay, despite
6 having no prior discipline and without CCSD applying progressive discipline steps required by
7 policy," she ignores the clear language of the CBA which provides at 32-7(B) that "the
8 Superintendent's designee may immediately suspend a Regular Status Employee, without pay
9 and indefinitely if an Employee fails to maintain a required license, certification or other
10 prerequisite for the employee's position." *Exhibit A* at 32-7(B).

11 In this case, as admitted by Ms. Barnum, she lost her Commercial Driver's License after
12 failing the drug test. *See Exhibit D* at Page 1. CCSD was well within its rights to suspend Ms.
13 Barnum without pay under Section 32-7 of the CBA because she is a school bus driver, for which
14 maintaining a CDL is required. No progressive discipline is required under the CBA in this
15 specific scenario. Thus, it is entirely unclear what CCSD's procedural violation was, or how Local
16 14 acted in an arbitrary, discriminatory, or bad faith matter in "preventing" those procedural
17 violations.

18 3. Local 14 Did Not Fail to Enforce Progressive Discipline

19 As detailed above, Section 32-7(B) of the negotiated agreement provides that an employee
20 may be placed on unpaid leave pending investigation when the employee fails to maintain a
21 required license. Further, CCSD Regulation R-4231, (the basis of Ms. Barnum's termination)
22 provides that a "Safety Sensitive Employee is an individual who, according to the respective
23 authorized District job description, must possess a commercial driver's license (CDL) or possess
24 and/or discharge a firearm in the course of his/her duties. *See Exhibit F*, District Regulation R-
25 4231. "A safety sensitive employee who test positive for alcohol misuse or illegal drugs, absent
26 a legitimate medical reason for a positive result, will be subject to dismissal." *Id.* at II(C). The

1 Contract itself provides that CCSD has the right to establish and enforce reasonable rules. *Exhibit*
2 *A* at 4-19. Simply put, progressive discipline did not apply to Ms. Barnum's conduct.

3 4. Local 14 Did Not Fail to Communicate Material Information

4 Ms. Barnum's Complaint does not state what "material information" was withheld. Nor
5 does Ms. Barnum state how it is that a "failure to communicate material information" constitutes
6 arbitrary, discriminatory, or bad faith behavior.

7 5. Local 14 Did Not Fail to Advocate for Complainant

8 As stated, Ms. Jamison attended the Disciplinary Conference on April 28, 2026. *Exhibit*
9 *D*. Ms. Jamison made the argument that CCSD should take note of Ms. Barnum's length of service
10 at the District and that she was the sole breadwinner for her family. *Id.* at page 3. Additionally,
11 Ms. Jamison attended the telephonic conference and represented Ms. Barnum on May 20, 2026.
12 *Complaint* at ¶14. Ms. Jamison requested information from the district pertaining to Ms.
13 Barnum's termination and ultimately asked CCSD if they wished to settle the matter. That Ms.
14 Barnum did not get her job back does not mean that the Union acted in an arbitrary,
15 discriminatory, or bad faith manner. Rather, the Local was acting within the "wide range of
16 reasonableness" in not pursuing the matter to arbitration when it would clearly lose. *Brian*
17 *Heitzinger v. Las Vegas-Clark County Library District*, Case No. A1-045977, Item No. 728C at
18 11 (EMRB, Jan. 30, 2012).

19 6. Local 14 Refused to Pursue Arbitration With Rational Basis

20 The Union made the rational decision to not pursue arbitration on this matter. The Union
21 elected not to pursue arbitration because the matter did not have merit. Ms. Barnum did not deny
22 the results of the drug test, but rather blamed the positive result on a CBD gummy which she
23 alleges had THC in it. There is no provision or rule at the FMCSA or Nevada DOT which provides
24 that a failed drug test is acceptable if you didn't know a supplement contained THC. The Union
25 made the calculated, and correct, decision, after investigation and review, that no arbitrator would
26

1 rule in favor of a grievant who failed a drug test after taking CBD Gummies that she admitted
2 were not cleared by the DOT.

3 Ultimately, a union must “exercise its discretion with complete good faith and honesty,
4 and to avoid arbitrary conduct.” *Vaca v. Sipes*, 386 U.S. 171, 210 (1967). However, an individual
5 employee does not have “an absolute right to have his grievance taken to arbitration regardless of
6 the provisions of the applicable collective bargaining agreement.” *Id.* at 191. In this case, the
7 union exercised its discretion and elected to not advance a non-meritorious arbitration.

8 7. Local 14 Did Not Misrepresent the Status of Complainant’s Termination

9 The Complaint does not state how her termination was misrepresented. The Complaint
10 states that Ms. Jamison was asked for an update on May 22, 2026, and Ms. Jamison informed her
11 that she was being terminated. *Complaint* at ¶ 15. The Complaint then alleges that CCSD sent the
12 termination letter to Complainant’s supervisor instead of her. *Id.* at 16. Then, the Complaint
13 alleges that on May 29, 2026, CCSD HR indicated that she was terminated but that the letter was
14 not yet prepared. There is nothing within Ms. Jamison’s good faith communications or the
15 Union’s control, stating she would receive a letter soon, that would indicate she was
16 misrepresenting anything. The letter was mailed late, and allegedly sent to the wrong individual
17 by CCSD. In informing Ms. Barnum of what her understanding of the status was, Ms. Jamison
18 acted within the “wide range of reasonableness” in her communications with Ms. Barnum. That
19 CCSD failed to send the letter in a timely manner does not create a violation of the Duty of Fair
20 Representation by Local 14.

21 8. Local 14 Did Not Abandon Complainant to Navigate HR Alone

22 Ms. Jamison informed Ms. Barnum know that she would be receiving a letter from CCSD
23 regarding her termination. She told Ms. Barnum she had been terminated. CCSD then was slow
24 in sending the termination letter, and at or around the same time, Ms. Jamison asked CCSD if
25 they were amenable to a settlement. At no time did Ms. Jamison “abandon” Ms. Barnum. Ms.
26 Jamison pursued the grievance from beginning to end, and the Union ultimately elected not to

1 pursue arbitration, which is well within the wide range of reasonableness dedicated to Union
2 decisions.

3 **V.**
4 **CONCLUSION**

5 Ms. Barnum's Complaint does not plead a set of facts demonstrating union conduct
6 outside a "wide range of reasonableness that it is wholly 'irrational' or 'arbitrary.'" *Id.* (citing
7 *Brian Heitzinger v. Las Vegas-Clark County Library District*, Case No. A1-045977, Item No.
8 728C at 11 (EMRB, Jan. 30, 2012) (citing *Marquez v. Screen Actors Guild, Inc.*, 525 U.S. 33, 45
9 (1998)). Ms. Barnum does not demonstrate that the union acted with discrimination. Let alone
10 discrimination that is "intentional, severe, and unrelated to legitimate employee organization
11 objectives. *Id.* Citing *Bybee & Gingell v. White Pine County Sch. Dist.*, Case No. A1-045972,
12 Item No. 724B at p.7 (EMRB, Feb. 9, 2011). Ms. Barnum's set of facts do not show "substantial
13 evidence of fraud, deceitful action or dishonest conduct" to show that there was any element of
14 bad faith in the Local's handling of the grievance. *Bybee & Gingell v. White Pine County Sch.*
15 *Dist.*, Case No. A1-045972, Item No. 724B at p.7 (EMRB, Feb. 9, 2011).

16 Instead, the facts show that the Union acted reasonably and in its representation of Ms.
17 Barnum. Therefore, there is no probable cause, and the matter should be dismissed under NAC
18 288.375.

19 **VI.**
20 **LIST OF EXHIBITS**

- 21 A. CBA
22 B. Response to Request for Information
23 C. Disciplinary Notices
24 D. Disciplinary Conference Notes
25 E. Request for Settlement
26 F. District Regulation R-4231

1 Dated June 25, 2026.

Respectfully submitted,

2 /s/ Bradley C.W. Combs

3 BRADLEY C.W. COMBS, ESQ.

4 NV BAR NO. 16391

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CERTIFICATE OF SERVICE

I hereby certify that on June 25, 2026, I have mailed, as required by NAC 288.070(d)(2), a true and correct copy of **TEAMSTERS LOCAL 14'S MOTION TO DISMISS** as addressed below. I also have filed the document with the Nevada Government Employee-Management Relations Board via its email address at emrb@business.nv.gov:

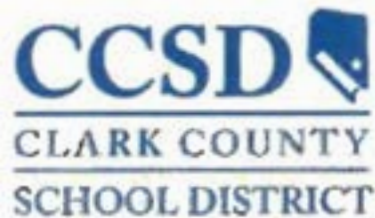
Ms. Lanae Barnum
P.O Box 687
Logandale, NV 89021

Clark County School District
5100 W. Sahara Avenue
Las Vegas, Nevada 89146

/s/ Bradley C.W. Combs, Esq.

EXHIBIT A

Negotiated Agreement
between the
Clark County School District
and the
Education Support Employees Association



2023-2025

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Table of Contents

<u>Article - Description</u>	<u>Page</u>
Article 1 – Definitions	1
Article 2 – Recognition	3
Article 3 - Impasse Proceedings.....	4
Article 4 - Grievance and Arbitration Procedure	4
Article 5 - Responsibility Clause.....	9
Article 6 - Annual Leave (Vacation).....	10
Article 7 - Jury Duty.....	12
Article 8 - Association Business	13
Article 9 - Paid Lunch Period.....	16
Article 10 - Sick Leave	16
Article 11 - Personal Leave	20
Article 12 – Leave of Absence.....	21
Article 13 - Military Leave.....	23
Article 14 - Overtime	23
Article 15 – Holidays	26
Article 16 – Medical Examination	26
Article 17 - Dues Deduction.....	27
Article 18 – Employment Status, Pay Provisions and Pay Grades	28
Article 19 - Group Health Insurance	29
Article 20 - Work Day	31
Article 21 - Use of Facilities.....	31
Article 22 - Education Support Advisory Committee(s).....	33
Article 23 - Employee Personnel Files.....	34

Article 24 - Surplus Reassignment	35
Article 25 - Reduction in Force	40
Article 26 - Use of Private Vehicles	45
Article 27 - Public Employees Retirement System.....	45
Article 28 - General Savings Clause.....	45
Article 29 - No Strikes/Work Stoppages	45
Article 30 - Discrimination Clause.....	45
Article 31 - Work Practices	46
Article 32 - Progressive Discipline	46
Article 33 - Special Conditions	52
Article 34 - Safety and Health.....	55
Article 35 - Request for Information.....	56
Article 36 - Transfer	56
Article 37 - Term of Agreement	58
Appendix "A" - Pay Matrix Effective July 1, 2023	60
Appendix "B" - Pay Matrix Effective July, 1, 2024	61
Appendix "C" - Support Professional Job Titles and Pay Grade Listing	62

PREAMBLE

This Agreement is made and entered into by and between the CLARK COUNTY SCHOOL DISTRICT and the EDUCATION SUPPORT EMPLOYEES ASSOCIATION OF CLARK COUNTY, this 6th day of August, 2023.

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

Members of the education support employees in the School District have the right to join, or not join, any organization for their professional or economic improvements.

NOW, THEREFORE, IT IS AGREED:

ARTICLE 1

Definitions

- 1-1 The term "NRS 288," as used in this Agreement, refers to Title 23, Chapter 288 of the Nevada Revised Statutes enacted by the 1969 Session of the Nevada Legislature and revised by subsequent sessions of the Nevada Legislature, cited as the Local Government Employee-Management Relations Act.
- 1-2 The term "School Trustees," as used in this Agreement, means the Board of School Trustees of the Clark County School District.
- 1-3 The term "Association," as used in this Agreement, means the Education Support Employees Association of Clark County, and is the entity known as the Employee Organization in NRS 288.040. The District acknowledges that the Education Support Employee Association has entered into an agreement with International Brotherhood of Teamsters, Local 14 to provide representation services for a group of employees within the jurisdiction of the Education Support Employees Association.
- 1-4 The term "School District" or "District," as used in this Agreement, means the Clark County School District, and is the entity known as the Local Government Employer in NRS 288.060.
- 1-5 The terms "School Trustees," "School District," and "Association" shall include authorized officers, representatives, and agents of each. Despite references herein to "School Trustees," "School District," and "Association" as such, each reserves the right to act hereunder by committee or designated representative.
- 1-6 The term "Superintendent," as used in this Agreement, means the superintendent of schools of the Clark County School District or designated representative.
- 1-7 The term "Chief Human Resources Officer" as used in this Agreement, means the School District's executive Human Resources leader.
- 1-8 The term "Employee," as used in this Agreement, means a regular status education support Employee holding a position on the Education Support Employees Salary Schedule, a member of the bargaining unit represented by the Association as defined by NRS 288.028, and eligible for membership in the Association. Employees working less than four (4) hours per day or twenty (20) hours per week, and temporary Employees are excluded from the Bargaining Unit.
- 1-9 The term "Regular Status Employee," as used in this Agreement, means an education support Employee who has successfully completed his or her initial six (6) month probationary period. A probationary employee may not transfer to lateral positions or promote to positions at a higher salary range until the employee satisfactorily completes the initial probationary period, unless mutually agreed to by the parties. -The initial probationary period may be extended on a monthly basis as long as the total probationary period does not exceed twelve (12) months. An Employee subject to such extension will receive a written explanation for the extension with specific areas requiring improvement identified. A probationary employee may be terminated at any time with or without cause for non-discriminatory reasons.

- 1-10 The term "Qualifying Period" as used in this Agreement, means the first six (6) month period after an Employee has been promoted, transferred to a different job family or a different position than currently held. Such employees will be provided the appropriate training and feedback during the Qualifying Period to facilitate their success in the new position. There is no qualifying period if an employee is reclassified into a higher grade in the same classification.
- 1-11 The term "School Year," as used in this Agreement, is the same as that defined in NRS 388.080, which states: "The public school year shall commence on the first day of July and shall end on the last day of June."
- 1-12 The term "Work Year," as used in this Agreement, refers to a variable period of time. The work year for Employees covered by this Agreement will vary based upon job classification and assignment. The work year may be nine (9) months or less, ten (10) months, eleven (11) months, or twelve (12) months in length. Employee compensation and benefits provided for under this Agreement are to be accrued based upon the Employee's work assignment which is the actual days or hours of employment defined in the Employee's assigned schedule. The minimum number of work days in a work assignment shall be one hundred seventy (170) days for nine (9) month Employees, one hundred ninety (190) days for ten (10) month Employees, two hundred ten (210) days for eleven (11) month Employees, and two hundred thirty (230) days for twelve (12) month Employees.
- 1-13 The term "Day," as used in this Agreement, means any day on which the education center offices are open for business.
- 1-14 A "Work Week" shall be defined as seven (7) contiguous days starting Sunday at 12:00 A.M. (midnight Saturday) and ending Saturday, seven (7), twenty-four (24) hour periods later.
- 1-15 The term "Immediate Family," as used in this Agreement pertaining to the use of sick leave, means mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law, foster child, step child, step parent or any person living in the immediate household of the Employee. The term "Immediate Family," as used in this Agreement pertaining to bereavement leave, shall include those persons listed above and also brother-in-law, sister-in-law, grandmother, grandfather, grandchild, aunt, uncle, foster parent, and son-in-law and daughter-in-law.
- 1-16 The term "Agreement" refers to this document, the binding agreement between the Clark County School District and the Education Support Employees Association of Clark County.
- 1-17 The term "Appropriate Administrator," as used in this Agreement, shall be defined as the principal, department head, or a designated administrative director/manager supervisor paid on the Unified Administrative Salary Schedule and serving as the direct first line administrative officer in charge.
- 1-18 The term "Immediate Supervisor," as used in this Agreement, shall be a designated representative of the supervising administrator paid on the Teachers Salary Schedule.

Education Support Employees Salary Schedule or on the Clark County School Administrators Salary Schedule

- 1-19 The term "Serious Offense," is defined as an act or failure to act, which poses a serious threat or danger to the welfare or safety of staff, students, public or District property.
- 1-20 "Emergency" means a situation which the administration of the District could not have reasonably anticipated and when District needs may require adjustments to work schedules in order to maintain minimum staffing levels for the District.
- 1-21 An "Association Representative" is a duly authorized Association representative appointed by the Association and noticed to the District.
- 1-22 The term "Surplus Position," as used in this Agreement, refers to a position which has been eliminated by the District.
- 1-23 The term "Reduction-in-Force," as used in this Agreement, refers to the elimination of a position or positions which may/will result in the termination of an Employee or Employees.
- 1-24 The term "Lateral Reassignment," as used in this Agreement, refers to an entitled assignment that is equal in range, months, and hours.
- 1-25 Temporary summer assignments are those which fall outside the employee's regular work year.
- 1-26 Adjusted Hire Date (AHD): This date is normally six (6) months after the employee is hired and completed their probationary period. This date may be adjusted by periods of leave without pay as defined in the Agreement. The AHD is used for future Step movement through the salary schedule included in this Agreement and will also be known as the Annual Step Increase Anniversary Date.
- 1-27 The Annual Step Increase Anniversary Date is the date the employee passes their probationary period and every year thereafter until they reach the end of the salary schedule. For those employees who were impacted by the removal of the longevity steps (July 1, 2022), their Annual Step Increase Anniversary date became the month of their adjusted hire date.

ARTICLE 2 Recognition

- 2-1 The School District recognizes the Association as the exclusive representative of all Employees employed by the School District subject to this Agreement, except such Employees as are excluded by NRS 288.
- 2-2 The parties agree that recognition was and is granted in accordance with NRS 288 and will continue only so long as the Association complies with the provisions of NRS 288 and that recognition may be withdrawn during the term of this Agreement in accordance with NRS 288 and with the terms of this Agreement.

- 2-3 All rights and privileges expressly granted to the Association under the provisions of this Agreement are granted for the exclusive use of the Association subject to the exception of NRS 288.140 and the prohibitions of NRS 288.270.
- 2-4 The Association recognizes that the School Trustees, as representatives of the electorate, have the final responsibility for establishing policies for the School District provided that such policies shall not violate or contradict the terms of the negotiated Agreement in effect.
- 2-5 This recognition is the mutual agreement of all parties to negotiate in good faith regarding all negotiable items in accordance with NRS 288.

ARTICLE 3

Impasse Proceedings

- 3-1 It is understood that if the parties fail to reach agreement as a result of direct negotiations, impasse proceedings may be invoked by either party in accordance with the provisions of NRS 288.

ARTICLE 4

Grievance and Arbitration Procedure

- 4-1 A grievance is defined as any dispute which arises regarding an interpretation, application, or alleged violation of any of the provisions of this Agreement. A grievance may be filed by an Employee of the School District covered by this Agreement, individually or through the Association, or by the Association. A grievance will not include any matter or action taken by the school trustees, or any of its agents, for which relief is granted by the Statutes of Nevada.
- 4-2 The provisions of this Article are for the purpose of setting forth the full grievance procedure including the time limits relating to these procedures which may culminate in arbitration.
- 4-3 Time limits indicated at each level of the grievance procedure set forth in this Article shall be construed as maximum and an attempt shall be made to expedite the process. The time limits set forth in this Article shall be waived at the end of the aggrieved Employee's regular assignment or when the aggrieved Employee is on an approved leave, unless the Employee, in the event the grievance was filed by the Employee, the Association, and the District mutually agree to observe the timelines specified in Article 4.
- 4-4 Extensions of the time limits may be requested verbally or in writing by either party. Verbal extensions shall be confirmed in writing through email by the party making the request within two (2) days.
- 4-5 **STEP ONE: Informal Discussion:**
- (a) Both parties encourage Employees covered by this Agreement to resolve their problems with their immediate supervisor or Appropriate Administrator whenever possible. The provisions of this Article are not intended to preclude an Employee with a potential grievance from informally discussing the problem with his/her

Immediate Supervisor or Appropriate Administrator prior to filing a formal grievance.

- (b) If an Employee requests an informal discussion with his/her immediate supervisor or Appropriate Administrator concerning the subject matter of a potential grievance, such informal discussions will be held no later than thirty (30) days from the last day the alleged violation occurred.
- (c) It is understood and agreed that all aspects of such informal discussions, if any, which take place shall have no bearing or precedential effect on the resolution of that grievance or any similar grievance filed in accordance with this Article.
- (d) If a grievance is resolved as a result of an informal discussion, the Immediate Supervisor or Appropriate Administrator may reduce that resolution to writing prior to the termination of the time limits for filing a formal grievance. Any written resolution shall be acknowledged by both parties and forwarded to the Association and the superintendent's designee, Employee-Management Relations. The absence of such a written resolution shall serve as notice that the formal grievance procedure may be initiated.

4-6 All grievances shall be processed in the following manner:

STEP TWO

- (e) If the grievance is not resolved at Step One, the affected Employee, in the event a grievance has been filed by an Employee individually or through the Association, or the Association may submit the unresolved written grievance to the superintendent's designee, Employee-Management Relations, not later than the time period set forth in subsection (b) above. The Association or the Employee, in the event the grievance was filed by the Employee, may amend the statement of the grievance prior to the Step Two meeting.
- (f) In the event a grievance is filed at Step Two in a timely manner, the superintendent's designee, Employee-Management Relations, shall meet with the affected Employee (if there be one) and the designated representative of the Association within five (5) days after receiving the grievance.
- (g) In the event a grievance is not resolved at this meeting, the superintendent's designee, Employee-Management Relations, shall, within ten (10) days after the meeting, submit a written response to the grievance, to the aggrieved Employee and to the Association. Any resolution of the grievance in favor of the grievant shall be in writing and copies forwarded to both the aggrieved Employee and the Association.
- (h) If a grievance is either denied, or not resolved at Step Two of the grievance procedure, the grievance shall be deemed withdrawn with prejudice unless timely filed at Step Three, arbitration, in accordance with the provisions of subsection (k) below.
- (i) If the superintendent's designee, Employee-Management Relations, fails to respond within ten (10) days as referred to in subsection (g) above, or if a

mutually agreed upon time extension is not agreed upon, the grievance shall be deemed in favor of the grievant.

STEP THREE

- (j) In the event a grievance is not resolved at Step Two of the grievance procedure, the Association, not later than twenty (20) days after the expiration of the time limit set forth in subsection (g) above, may submit the matter to arbitration by filing a written demand for arbitration with the superintendent's designee, Employee-Management Relations.

- 1) Either party to this Agreement may request non-binding mediation through the designated representatives of each party. A list of seven (7) Mediators will be established by the parties and will use that list to mutually agree on a mediator. Mediation shall take place prior to proceeding to binding arbitration and may precede the filing of a formal grievance if agreed upon by the parties. Timelines are not suspended pending mediation, except with the written agreement of both parties.

- (k) In the event a timely written request for arbitration of an unresolved grievance is made by the Association, an arbitrator will be selected as follows:

- 1) The parties have established a list of arbitrators who will be assigned based on their earliest availability while rotating through the list. The parties agree that conducting arbitrations through virtual media will be acceptable.

- (l) The Association and the District will work together to attempt to implement an early resolution to cases prior to being scheduled for arbitration.

If in the event an arbitration is settled and subsequently cancelled, and no other mutually agreed upon case is scheduled, the parties agree to equally share the cost of the cancellation fee.

If in the event of extenuating circumstances an arbitration is cancelled, the party cancelling the arbitration will pay the entire cost of the cancellation fee.

- 4-7 The arbitrator shall not have the authority to; modify, amend, alter, add to, or subtract from any provision of this Agreement. An arbitrator in the absence of the express written agreement of the parties shall have no authority to rule on any dispute between the parties other than one which qualifies as a grievance as defined in Section 4-1.

- 4-8 The arbitrator's decision shall be submitted in writing within thirty (30) days of the close of arbitration or submission of post hearing briefs, whichever comes later, to all parties and shall be final and binding on all parties to this Agreement unless the arbitrator exceeds the powers specified herein, or is guilty of procedural error prejudicing the rights of either party as defined by the decisions of the State of Nevada's Employee-Management Relations Board.

- 4-9 The expenses of arbitration, including the arbitrator's fee, costs, expenses, and the cost of the arbitrator's transcript, shall be borne equally by the School District and the Association. However, all other expenses incurred by either party in the preparation

or presentation of its case are to be borne solely by the party incurring such expenses. It is understood and agreed only the Association has the right to request arbitration.

- 4-10 No reprisals of any kind will be taken by the School Trustees or by any member of the administration against any party because of filing a grievance or because they participated in the grievance procedure on behalf of the grievant and/or the Association. This provision shall not be construed as an agreement by the School District to pay the grievant or the Association Representative or any person present on their behalf for the time spent in processing a grievance in accordance with the provisions of this Article. The time for a grievance meeting must be approved by the superintendent's designee, Employee-Management Relations, and by the Association and/or the grievant. It may occur during or outside the workday. In the event a grievance meeting is scheduled and held during the workday, those Employees covered by this Agreement who participate in such meeting may do so without loss of pay.
- 4-11 Grievances may be consolidated for purposes of arbitration by mutual agreement of the School District and the Association.
- 4-12 No provisions of this Article shall be construed to prevent any individual Employee covered by this Agreement from discussing any problem, dispute, or even a grievance as defined herein with any supervisor outside the presence of a representative of the Association. However, such discussion shall not relieve any party from compliance with other provisions of this Article in the absence of an express written waiver of such provisions.
- 4-13 In the event an Employee(s) who is not a member of the association, or a member of the Association has signed the appropriate waiver with the Association, exercises the right to individually process a grievance without assistance from the Association, the School District shall provide the Association:
- (a) A written copy of the grievance, the name of the grievant to include job title, work site, and the name of the grievant's Appropriate Administrator.
 - (b) A written copy of the resolution of the grievance or arbitration.
 - (c) The parties acknowledge that any grievance processed consistent with NRS 288.140 (2) and 4-13, will have no precedential status in any way on the administration of this Agreement and/or District policy and regulation.
- 4-14 The parties hereby recognize the existence of policies and administrative regulations of the School District to which the Employees covered by this Agreement are bound, and which are subject to change by the School Trustees of the School District. The parties further acknowledge that any new or revised policy or administrative regulation which included mandatory subjects of bargaining as defined in NRS 288.150 will be subject of effects bargaining should the Association request such bargaining in writing, addressed to the Superintendent or his designee. The parties agree that any disputes arising under the application and/or administration of such policies or regulations relating to the subject matter not covered by the provisions of this Agreement shall be processed in accordance with Step Two of the grievance procedure set forth herein.

If the dispute is unresolved after Step Two of the grievance procedure, the dispute may only be processed as follows:

- 4-14-1 The person initiating the dispute, or the Association may refer the dispute to the Board of School Trustees with full knowledge of the Appropriate Administrator and/or the Superintendent or his designee. When a dispute is so referred, the Board or a committee of the Board designated by the full Board shall meet and informally discuss the subject matter of the dispute with the person initiating the dispute and with representatives of the Association requested to be present by that person.
- 4-14-2 The Superintendent or designee shall prepare a review of the case for the Board of School Trustees.
- 4-14-3 The Board of School Trustees shall make a decision and shall communicate it in writing within thirty (30) calendar days after the final meeting on the dispute.
- 4-15 The District and the Association agree that all hearings shall be conducted in an orderly manner. Should a participant not conduct himself or herself in an orderly manner, either party could request a 30-minute recess.
- 4-16 The District and the Association agree that all District regulations and policies of conduct are in force during the hearing.
- 4-17 No precedent shall be set by the resolution of a grievance filed by an individual Employee unless the Association submits the matter to Step Three. Arbitration.
- 4-18 Temporary/Summer Assignment Appeals Process

Regular nine-month or modified nine-month employees who secure temporary/summer assignments do not have any property interest in the assignment while serving in such temporary/summer assignments. However, terminations from such assignments may be reviewed by the Chief Human Resources Officer or designee, Human Resources Unit, as set forth below.

 - 4-18-1 The affected Employee may request an informal discussion with the Human Resources Administrator or designee.
 - 4-18-2 The affected Employee may bring an Association representative to such meeting.
 - 4-18-3 A representative of the Department terminating the Employee may attend the meeting and offer information.
 - 4-18-4 The meeting will be scheduled and held within a reasonable period of time, as determined by the Human Resources Administrator or designee.
 - 4-18-5 The Employee may be reinstated to the temporary summer assignment under conditions determined appropriate by the Human Resources Administrator or designee.

4-18-6 If an employee is working in a position during the summer in either the same or a different position worked during their regular or modified nine-month assignment, any termination of such assignment or other disciplinary action concerning poor work performance during the summer work will not be included in the employee's personnel file and will not be attached to the employee's disciplinary record when their regular or modified nine-month assignment commences or continues. Any other discipline including discipline resulting from misconduct, will be included in the employee's personnel file and will be attached to the employee's disciplinary record consistent with the procedures in effect during their regular or modified nine-month assignment.

4-19 Rules and Regulations

4-19-1 The District has the right to establish and enforce reasonable rules applicable to Employees, provided that such rules do not conflict with the provisions of this Agreement. It will be the responsibility of the District to post and maintain a notice of such rules in a manner that all Employees concerned may have an opportunity to become familiar with them.

ARTICLE 5
Responsibility Clause

5-1 No employee will be assigned to perform the responsibilities of a regular position in a higher class unless such assignment is issued in writing by an Appropriate Administrator. Any Employee who is officially assigned in writing by an Appropriate Administrator to perform the responsibilities of a regular position in a higher class, for the majority of a shift because of the absence of a regular status Employee shall, after five (5) consecutive Days, five (5) Days in a three-month period, or eight (8) Days within the school year, be granted retroactively a five (5), ten (10), or fifteen percent (15%) increase.

5-1-1 The percentage increase shall be determined by finding the Employee's current salary step and advancing on the step column toward the range of increased responsibility, not to exceed fifteen percent (15%). On any successive responsibility assignment to the same position in the higher class within the previous twelve (12) months, the Employee shall receive responsibility pay effective the first day of the assignment.

5-1-2 If the Employee is subsequently promoted from the responsibility assignment to the regular assignment;

5-1-2-1 Placement on the salary schedule shall be made in accordance with the provisions of Article 19 of this Agreement or Regulation 4293 (Placement and Advancement on the Education Support Employees Salary Schedule).

5-1-2-2 An Employee who performed the responsibilities of the responsibility assignment for a minimum of ninety (90) days during the twelve (12) months prior to the promotion to the regular assignment will be given a three (3) month allotment to their qualifying period status for the regular assignment position. Upon

successful completion of an additional three (3) months the Employee will move to the next Step and be placed at the appropriate step of the salary schedule or in accordance with Regulation 4293.

- 5-1-2-3 An Employee who performs the responsibilities of a higher rated support professional vacant position for six (6) consecutive months, will be promoted to that position and placed in the salary schedule at the Step-in accordance with Article 19 or Regulation 4293. The District agrees that it will not utilize this provision to circumvent the competitive bidding for promotional vacancies.

- 5-2 No employee will be assigned to perform all the responsibilities of a full-time regular position in a higher classification than the Employee's current position unless such assignment is issued in writing by an Appropriate Administrator. Any Employee who, although not replacing another Employee, is officially assigned in writing by the Appropriate Administrator with the approval of the appropriate deputy superintendent, to all the responsibilities of a full-time regular position in a higher classification than the Employee's current position, shall after five (5) consecutive Days, be granted retroactively an increase not to exceed a maximum of fifteen percent (15%) but not less than ten percent (10%) of the Employee's current salary until the assignment is discontinued. Such an assignment shall not exceed ninety (90) calendar days unless the approval of the Superintendent or designee has been obtained.
- 5-3 An Employee will receive earned responsibility pay not later than the following pay period. Responsibility pay will only be earned for actual time worked.

ARTICLE 6

Annual Leave (Vacation)

- 6-1 Vacation time shall be accumulated at the annual rate of .833 days per month of employment for the first year of employment as a support staff Employee. Variable such as hire date and non-pay days, etc. may impact leave accruals.

Assigned Schedule	Vacation Accrual per Month per Assigned Schedule
Nine (9) Month	Seven point five (7.5) days
Ten (10) Month	Eight point three (8.33) days
Eleven (11) Month	Nine point one six (9.16) days
Twelve (12) Month	Ten (10) days

Except in cases of emergency where the Employee may request earned annual leave, and it will not be unreasonably denied, an Employee cannot take earned annual leave during their initial probation with the District.

- 6-2 After the first year of employment as a support staff Employee (beginning the second year of employment), annual vacation time shall be accumulated at the rate of 1.25 days per month:

Assigned Schedule	Vacation Accrual per Month per Assigned Schedule
Nine (9) Month	Eleven point two five (11.25) days

Ten (10) Month	Twelve point five (12.5) days
Eleven (11) Month	Thirteen point seven five (13.75) days
Twelve (12) Month	Fifteen (15) days

- 6-3 After five (5) years of employment as a support staff Employee (beginning of the 6th year), annual vacation time shall be accumulated at the rate of 1.5 days per month worked:

Assigned Schedule	Vacation Accrual per Month per Assigned Schedule
Nine (9) Month	Thirteen point five (13.5) days
Ten (10) Month	Fifteen (15) days
Eleven (11) Month	Sixteen point five (16.5) days
Twelve (12) Month	Eighteen (18) days

- 6-4 After ten (10) years of employment as a support staff Employee (beginning of the 11th year), vacation time shall be accumulated at the rate of 1.75 days per month worked:

Assigned Schedule	Vacation Accrual per Month per Assigned Schedule
Nine (9) Month	Fifteen point seven five (15.75) days
Ten (10) Month	Seventeen point five (17.5) days
Eleven (11) Month	Nineteen point two five (19.25) days
Twelve (12) Month	Twenty one (21) days

- 6-5 Annual leave shall be approved by the Appropriate Administrator to whom the Employee is currently assigned. The appropriate administrator may not require more than five (5) days' notice prior to approval of vacation.

- 6-6 Whenever possible, all summer vacation requests for custodial staff are to be submitted for approval to the director, operations department, or the principal or their designee by the first Friday in May. Requests will not be unreasonably denied. Reasons for denial shall be forwarded in writing to the Employee within fifteen (15) days.

- 6-7 The District shall grant vacation leave as requested by the Employee except in the event of an Emergency. Emergency is defined as expected or unexpected variable high demand periods to ensure optimal staffing levels. The District may require the adjustment of scheduled vacation leaves to maintain minimum staffing levels in the District or in the event of an emergency. If an Employee was granted vacation and it is subsequently cancelled by the District, the Employee will be reimbursed by the District for all documented non-refundable expenses. It is understood that minimum staffing levels may be adjusted by the District.

- 6-8 In case of a scheduling conflict, the Appropriate Administrator shall consider length of service. If the nature of the work makes it necessary to limit the number of Employees on vacation leave at one time or to limit the number of days which may be approved at one time, the Appropriate Administrator should consult with the Employees to determine which Employees shall be assigned and which Employees are to receive approval for annual leave. Unless approved in advance by the Appropriate Administrator, no annual leave shall be granted to Employees who are school-based

custodians or clerical staff during the five (5) days prior to the beginning of the student school year, during the first five (5) days when schools are in session, and during the last ten (10) days before the end of the student school year. Unless approved in advance by the Appropriate Administrator, no annual leave shall be granted to other Employees during the first ten (10) days when schools are in session and the last ten (10) days before the end of the student school year.

- 6-9 Education Support Employees accumulated annual leave hours above six hundred and eighty hours will be reset to six hundred and eighty hours on July 1st each year, and any hours above the six-hundred-and-eighty-hour threshold will be forfeited. Nine-, ten-, eleven-, and twelve-month Employees shall have the option at the end of their work assignment, or the second (2nd) pay period in January, or on the pay period following spring break to retain all of their accumulated vacation or take a full pay-off for their accumulated vacation or retain part of their accumulated vacation and take a partial pay-off for their accumulated vacation.

- 6-9-1 Notwithstanding the foregoing, an Employee must have passed the initial probationary period and have at least six (6) hours of accumulated vacation before requesting a payoff under this Article 6-9. It is understood that the six (6) hour minimum for those who have passed initial probation applies to vacation payoff, but not to the actual use of accumulated vacation. Except for a personal emergency, verified by the appropriate administrator, and the Human Resources Division, vacation leave may not be utilized by an employee during the initial probationary period in an authorized and/or entitled position(s).

ARTICLE 7

Jury Duty

- 7-1 An Employee selected to serve on a trial jury or appointed as a member of a grand jury must apply for such leave in advance by submitting a document verifying the selection or appointment to the Immediate Supervisor.
- 7-2 An Employee who serves on a jury scheduled during the Employee's work day shall receive the regular daily rate of pay for that period of jury service. Monies received for mileage shall be retained by the Employee. Monies received for a jury assignment shall be remitted to the District.
- 7-3 Those Employees required to appear for jury duty who are released from jury service with three (3) or more hours of their work day remaining (after travel time to work site) shall report to work. The requirement to report to work shall not apply to evening shift workers who served for four (4) hours or more on a jury during the day of their shift, without loss of pay. Any employee working an evening shift and is required to report for jury duty the following morning will be release from work no later than 8:00 P.M. or for their entire shift if it begins at or after 8:00 P.M. without loss of pay.
- 7-4 Employees will be provided time off without loss of pay when appearing in a court proceeding which requires the Employee to testify regarding a matter related to the Employees duties. However, monies received for a subpoena, less transportation mileage reimbursement, shall be remitted to the Clark County School District immediately upon receipt of the monies for the subpoena.

Otherwise, a Support Staff Employee who is required by law to appear in court as a witness may access earned personal leave, earned annual leave or may take unpaid time off as necessary for such purpose provided the Employee provides the Employee's Administrative Supervisor reasonable advance notice.

- 7-5 Leave without loss of pay will not be provided to an Employee having a personal interest or benefit from participation in the proceedings or if the proceeding is between any Employee and the District.
- 7-6 Any Support Staff Employee subpoenaed by an Employee organization to appear at any hearing relating to labor relations matters shall not be granted leave with pay except as provided in the negotiated agreement and will not be denied the use of accumulated paid leave as defined in the Agreement.
- 7-7 The District retains the right to require Employees to serve as witnesses without loss of pay.

ARTICLE 8 Association Business

- 8-1 For each separate fiscal year covered by the term of this Agreement, the Association will be allocated a total of twenty-one hundred (2100) hours leave without loss of pay for Association members to attend; association meetings, conferences, legislative sessions, conventions, training sessions, scheduled District-ESEA negotiations sessions, and scheduled District-ESEA problem-solving task force meetings.
- 8-2 In order for the Association business/leave to be authorized, the District business/leave form must be:
 - 8-2-1 Signed by an authorized Association Representative indicating reason and dates for leave.
 - 8-2-2 Signed by Employee.
 - 8-2-3 Submitted at least five (5) work days prior to the requested leave date. The five- (5) work-day notice may be waived by the District.
 - 8-2-4 Signed by the supervisor of the Employee, indicating recommendation.
 - 8-2-5 Signed by the appropriate Administrator of the Employee, indicating approval or denial of the requested leave.
 - 8-2-6 Requests for leave for Association business, which are denied, must be reviewed and signed by the appropriate District division supervising administrator. The request shall be returned to the employee two (2) work days prior to the requested leave date.
- 8-3 Employees shall not be granted approval for leave pursuant to Article 8-1 in excess of ten (10) times their daily regularly assigned hours, of the twenty-one hundred hours allocated. Exemptions to this limitation are:

8-3-1 The vice-president shall be allocated twenty (20) times his/her daily regularly assigned hours and the secretary/treasurer and members of the ESEA Board of Directors shall be allocated fifteen (15) times their daily regularly assigned hours.

8-3-2 Members of the ESEA negotiations team and members of problem-solving task forces to attend scheduled District-ESEA meetings.

8-3-3 Employees serving as Association Representatives (Stewards) in representation matters exclusive to employee discipline shall have an additional two (2) times his/her regularly assigned hours for representation services for a total of twelve (12) times his/her daily regularly assigned hours.

8-3-4 The District may waive the limitations of this Article 8-3.

8-4 Separate and apart from the Association leave described in Article 8-1 and limited in Article 8-3, the Association may request approval for additional leave, utilizing the procedures in Article 8-2, for any School District employee for purposes of Association business; provided, the Association will reimburse the School District for the full cost of such leave. The Association agrees that when utilizing leave pursuant to this Article 8-4, the following limitations apply:

8-4-1 No more than eight (8) School District employees may utilize such leave at any one time.

8-4-2 No more than one (1) School District employee from any single school may utilize such leave at any one time.

8-4-3 No more than one (1) School District employee from any single classification code may utilize such leave at any one time.

8-5 Non-district employee representatives of the Association may communicate with individual Employees or group of Employees during the individual Employee's work breaks or lunch period.

8-5-1 The conduct of such business shall be such as not to interfere with the individual Employees' duties.

8-5-2 The Association Representatives must check in with the Appropriate Administrator upon entering the building, office area, or work site in order to identify themselves, to facilitate the purpose of visit, and to make arrangements to communicate with a particular Employee or group of Employees.

8-5-3 To facilitate such visits and communications, upon request by the Association, the District will issue identification badges to certain Association Representatives. Any Association Representative for whom the Association requests issuance of a CCSD identification badge will be required to comply with the applicable portions of CCSD Regulation 4312, and ESEA will be responsible for the costs connected to issuance of the

badge (e.g., background check). Any Association Representative failing the background check will not be permitted on CCSD campuses or in CCSD facilities in any representative capacity for ESEA.

- 8-6 Employees selected by the ESEA to act as Association Representatives shall not be permitted to conduct any Association business during that Employee's work day. Employees named by ESEA to act as Association Representatives may conduct Association business before and after the work day, during the duty-free lunch period, and during authorized breaks.
- 8-7 Association leave days used will not be charged against the Employee's sick leave, annual leave, or the calculation of personal leave days earned.
- 8-8 The District shall, upon written request from the Association's executive board, grant the president of the Association a three-year leave of absence without pay during the president's term of office for the purpose of performing association business.
- 8-8-1 If the president serves one or more terms of office immediately upon termination of leave, the District agrees to return the president to the same position, held when the leave of absence was granted. If the Association President's previous position has been reassigned to a new location, then the Employee will return to the same position in a new location. If the position the Association President left has been eliminated from the department/school or is no longer part of the salary schedule, the President may select a vacancy they are qualified to perform, at the same Months, Grade and Hours. They would be placed on the Step that they would be at if they had not been on leave. If there is no vacancy at that time, the President may be placed in a position they are qualified to perform without a loss of pay as defined above. Whether voluntarily or due to the end of the term, the Association will provide the District thirty (30) days written notice of the President's intent to return.
- 8-8-2 The Association agrees that the Employee selected to fill the position temporarily vacated by the president on leave of absence will serve on an interim basis. Upon return of the president, the interim Employee will be assigned to another position for which qualified. The Employee assigned to replace the president will be notified in writing at the time of assignment of the contents of this Article by the District and the Association.
- 8-8-3 The District agrees that upon return, the time the President spent on leave will not be treated as a break in service, the President accrual of seniority and related benefits under this Agreement, by regulation or statute will not be adversely affected, during or after this appointment and the president will be eligible for leave under the Family and Medical Leave Act or any successor statute.
- 8-8-4 The Association agrees to reimburse the District for the Public Employees Retirement System (PERS) contribution the District makes on behalf of the president.

- 8-9 The Association staff and/or officers may communicate with individual Employees or groups of Employees during the individual Employee's work breaks or lunch period or before or after work. The conduct of such business shall be such as not to interfere with the individual Employee's duties. The Association must notify the Appropriate Administrator upon entering the building, office area, or work site to facilitate the visit.
- 8-10 A joint standing committee, the Labor/Management Committee, consisting of the full-time representatives of the Association and an equal number of representatives from the District shall be established. The Committee will be co-chaired by the Chief Human Resources Officer and the Association President. The Committee will meet quarterly or more often as necessary, to attempt to resolve problems that arise concerning contractual and operational issues. Agendas will be finalized and distributed seven (7) calendar days prior to the meeting. The Committee does not replace or supersede the grievance process, but instead is intended to address issues in an alternative, non-adversarial setting.
- 8-11 The District plans to schedule a one-hour period, three times per week (subject to change due to need, holidays, or unforeseen circumstances), during which time new Employees may report to the District to complete necessary paperwork. Association Representatives shall be allowed to meet informally with new Employees during this period. The District shall also schedule 1/2 hour before and after this period for Association Representatives to meet informally with new Employees. The District shall notify new Employees of this opportunity to meet informally with Association Representatives, but it shall not be required.

ARTICLE 9 Paid Lunch Period

- 9-1 All eight- (8) hour regular full-time Employees who report to work at 2 p.m. or after but prior to 5 a.m. will be given a 30-minute paid duty-free lunch period. All eight- (8) hour regular full-time Employees whose regular work day falls on a Saturday or Sunday will receive a 30-minute paid lunch period for those days.
- 9-2 Regular education support Employees assigned to work six (6) hours or more shall be provided a non-paid duty-free lunch period. The Employee may elect not to exercise this provision with concurrence of the Appropriate Administrator or designee.
- 9-3 The lunch period shall be scheduled no later than five (5) hours after the start of the shift.

ARTICLE 10 Sick Leave

- 10-1 Sick leave is leave that shall be granted to an Employee who is unavoidably absent because of personal illness or accident or because of serious illness or accident in the Employee's Immediate Family or for visits to a licensed medical provider. All Regular Status Employees shall be granted sick leave at the rate of fifteen (15) days per year. (This includes nine- (9), ten- (10), eleven- (11), and twelve- (12) month Employees.) Any Employee who misuses sick leave shall be subject to disciplinary action. The District has a right to make any inquiries that would be applicable when abuse of sick leave is suspected.

10-2 An Employee who is ill must contact the Immediate Supervisor and/or designee at least one hour prior to the beginning of the Employee's assigned regular work shift except when due to an emergency or when contact is not possible, then contact shall be made as soon as possible thereafter.

10-3 A verification of illness, and/or release to return to work may be required to be submitted by the Employee upon return to work from an absence of four (4) consecutive scheduled work days, if requested by the Appropriate Administrator. The verification of illness and/or release to return to work must be from a state licensed health care provider in an appropriate discipline. The District will pay additional cost, when required.

10-4 An Employee may be questioned because of extensive use of sick leave. "Extensive" shall mean that the Employee has used in excess of ten (10) "incidents" of sick leave during the school year. An "incident" of sick leave shall mean an absence of at least one-half of the assigned work day. The District shall have the right to review the usage of such leave.

If a preliminary examination of sick leave usage indicates that an Employee's non-FMLA approved use of sick leave is excessive or not in accordance with the provisions of this Article, the Employee's administrative supervisor shall forward a request for a Sick Leave Review to the superintendent's designee, Employee-Management Relations department. As part of the Sick Leave Review, the District, at the District's expense, may require the Employee to have a physical examination from a physician of the District's choice from a list of qualified physicians licensed to practice in the State of Nevada and/or at the option of the District to submit a written certificate from a physician of the Employee's choice confirming the necessity of an absence due to illness. If an Employee disagrees with the outcome of a Sick Leave Review and/or any related disciplinary action that resulted, the Employee may, the decision and/or discipline to Step Two of Article 4, Grievance and Arbitration Procedure.

10-5 **Sick Leave Pool**

10-5-1 Sick Leave Pool Committee

A Sick Leave Pool Committee shall be established to administer the District Sick Leave Pool. The Committee shall have the authority to determine the minimum bank balance. When the pool reaches that minimum, the Committee may trigger a mandatory request for an additional contribution. The Committee shall be composed of an equal number of members appointed by the Association and the District and will develop procedures for the operation of the pool.

10-5-2 Sick Leave Pool

1. In order to contribute, an employee must have a minimum of six (6) days of accrued sick leave.
2. When the requirements set forth in this section and any others

established by the committee have been met, the participant shall be compensated for all unpaid days up to the maximum set by the committee for that particular claim.

3. An employee may become a participant during the periods of September 1 to September 30 or April 1 to April 30, which shall be the "window" periods established to contribute to the Pool, by contributing one (1) day of earned sick leave to the Sick Leave Pool. It is the responsibility of the District to initiate the notice, and collect the enrollment forms.

If the Pool fails to become operable, any participant who contributed one (1) day, within the window period, to the Sick Leave Pool shall have it returned to the participant's account.

4. Upon resignation or retirement from the District, a Regular Status Employee may elect to donate up to ten (10) days of his/her unused sick leave to the Sick Leave Pool. A person making such donation shall not be able to recover any such donations normally permitted under the provisions of any District Regulation and/or under the provisions of Article 11-10 of this Agreement.
5. The Sick Leave Pool shall have a minimum of one thousand (1,000) days on deposit before becoming operable.
6. The following minimum requirements for the operation of the Pool shall apply:
 - a. No participant shall be eligible for more than one hundred (100) days per catastrophic injury or illness of the participant.
 - b. No participant shall be eligible to access the Pool until all accrued vacation, compensatory, sick and personal leaves have been exhausted.
 - c. No participant shall be eligible to utilize the Pool until the participant has been absent for at least ten (10) consecutive days.
 - d. Access to the Pool shall be applicable only to the catastrophic injury or illness of the participant.
 - e. Participants applying for days from the Pool must submit an application which must include justification for the leave and a certificate from a physician. The Committee can require a second medical opinion from a physician selected by the Committee to be paid for by the participant.
 - f. Participants who are determined to have abused use of Pool days will reimburse the days drawn from the Pool and will be subject to disciplinary action.
 - g. Participants utilizing days from the Pool shall not be required to

reimburse those days except as a regular contributing participant.

- h In the event the operation of the Sick Leave Pool is more expensive than anticipated by the District, the District may discontinue operation of the Pool upon thirty (30) days written notice to the Association.

10-6 When an Employee is receiving compensation under workers' compensation, the Employee shall have the option of receiving full pay through the use of accumulated sick leave. If the Employee elects to receive workers' compensation only, the one (1) year period of time as outlined in Article 11-8, shall begin with the first day of workers' compensation benefits paid.

10-7 An Employee who has returned to work in any capacity and is still receiving workers' compensation medical benefits under workers' compensation provisions and is required to report for further medical examination, treatment, or therapy during his or her work day will not be charged for sick leave if the following conditions are met:

- (a) The cumulative time required to receive this medical care does not exceed five (5) work days.
- (b) This Article is not exercised when temporary total disability benefits are reactivated under workers' compensation provisions.
- (c) The Employee submits a written duty status from the licensed medical provider and presents it to the supervisor on the next day worked after the appointment.

10-7-1 It is the intent of the parties to this Agreement that Employees schedule workers' compensation medical appointments before or after their work day.

10-7-2 Workers' compensation leave (Payroll Code 13) shall be deducted from sick leave but not taken into consideration for the calculation of personal leave days earned.

10-8 An Employee who has exhausted accumulated sick leave and vacation and whose prognosis indicates that the Employee shall be able to return to work within one (1) calendar year from the date that paid leave is exhausted, shall be granted a one (1) year unpaid medical leave of absence.

10-8-1 An Employee returning from a one (1) year unpaid medical leave of absence shall be reinstated to the first available position comparable to the position from which the leave was taken or for which the Employee qualifies.

10-8-2 There is no obligation on the part of the District to reinstate an Employee beyond one (1) year from the date that the Employee was released to return to duty from the unpaid medical leave of absence.

- 10-9 After five (5) years of employment, in the event of an Employee's death, all unused sick leave, up to a maximum of one thousand (1000) hours, shall be paid to the Employee's surviving spouse or beneficiary.
- 10-10 Employees who have completed at least ten (10) years of service with the Clark County School District and who enter into and receive retirement benefits, in accordance with Public Employee Retirement System (PERS) rules and regulations or if not enrolled in PERS are eligible for and start receiving social security benefits, or have completed twenty (20) continuous years of service with the District, shall receive reimbursement for unused sick leave. In accordance with the 1979-81 Negotiated Agreement between the parties, the Association, in lieu of an increase in the salary schedule, agreed to take \$51,443 and that this amount would be set aside to implement the payments for reimbursement of unused sick leave. The dollar amount and the number of days to be paid will be by agreement of the Association and the District. For the 1986-87 school year, the District agrees to add \$39,100 for payment of unused sick leave for a total not to exceed \$90,543. This amount shall be increased in the same percentage amount granted as general salary increase as a result of future negotiations. For 2023-2025, the amount shall be \$193,000. Any unused sick leave reimbursements to qualifying Employees who retired during the prior school year shall be paid by October 15th.
- 10-11 Unused sick leave shall be accumulated without limit.

ARTICLE 11

Personal Leave

- 11-1 Personal leave as defined herein may only be granted to those Employees who qualify for such leave in accordance with the provisions of 11-2, 11-3, 11-4, and 11-5.
- 11-2 Nine- (9) month education support Employees who in the prior School Year used three (3) days sick leave or less or the equivalent based on actual hours used, if less than an eight- (8) hour Employee, shall be entitled to two (2) days personal leave with pay, based on the equivalent of the current assignment as of May 30.
- 11-3 Ten- (10) month education support Employees who in the prior School Year used four (4) days sick leave or less, or the equivalent based on actual hours used, if less than an eight- (8) hour Employee, shall be entitled to two and one-half (2 1/2) days personal leave with pay, based on the equivalent of the current assignment as of May 30.
- 11-4 Eleven- (11) month education support Employees who in the prior School Year used four and one-half (4 1/2) days sick leave or less, or the equivalent based on actual hours used, if less than an eight- (8) hour Employee, shall be entitled to two and three-quarters (2 3/4) days of personal leave with pay, based on the equivalent of the current assignment as of May 30.
- 11-5 Twelve- (12) month education support Employees who in the prior School Year used five (5) days sick leave or less, or the equivalent based on actual hours used, if less than an eight- (8) hour Employee, shall be entitled to three (3) days personal leave with pay, based on the equivalent of the current assignment as of May 30.

- 11-6 Personal leave earned in accordance with the above shall be granted to the Employee without any limitations on the purpose for the use of such days and shall only be limited by the provisions of 11-7 and 11-8 below.
- 11-7 Employees qualifying for personal leave shall notify their Appropriate Administrator of the intended use of a day's personal leave at least five (5) days prior to the date to be used except in cases of personal emergencies. In the latter case, notice should be given as early as possible. All personal leave as set forth above is subject to approval by the appropriate supervisor.
- 11-8 Unless approved in advance by the Appropriate Administrator, no personal leave shall be granted to Employees who are school-based custodians or clerical staff during the five (5) days prior to the beginning of the student School Year, during the first five (5) days when schools are in session, and during the last ten (10) days before the end of the student School Year except for the graduation of the Employee's dependent child from school. Unless approved in advance by the Appropriate Administrator, no personal leave shall be granted to other Employees during the first ten (10) days when schools are in session and the last ten (10) days before the end of the student School Year except for the graduation of the Employee's dependent child from school. Earned personal leave must be used prior to June 30.
- 11-9 Personal leave days may only be utilized during times the Employees are otherwise assigned to work and specifically excludes payment for personal leave days, and the use of such days, during non-assigned time.
- 11-10 An Employee with perfect attendance shall be entitled to one (1) additional day of personal leave to be awarded based on the equivalent of the current assignment as computed by the District. This one (1) day is in addition to any other personal leave.
- 11-10-1 The term "perfect attendance," as used in this Article, is defined as an Employee who works every assigned work day and utilizes no accumulated sick leave, leave without pay, or any other leave except for annual leave, personal leave, compensatory time or flexible day only.
- 11-11 To be eligible for personal leave the Employee must have been in a regular status support staff position before October 1 of the previous year for 11- and 12-month Employees and November 1 of the previous year for 9- and 10-month Employees. Personal leave may not be utilized by Employees who have been on an unpaid status during assigned time.
- 11-12 Any Employee who has had paid sick leave converted to unpaid leave pursuant to Article 11-4 shall not be eligible for personal leave during the following school year.

ARTICLE 12

Leaves of Absence

- 12-1 **Bereavement Leave:** Leave with full pay shall be allowed for three (3) work days for each period of bereavement or absence due to death in the Immediate Family of the Employee, may be taken in hourly increments and must be used for that purpose. Two (2) additional work days with full pay may be approved by the Employee's Appropriate Administrator. Time may be allowed for travel, with maximum bereavement leave not

to exceed seven (7) work days. Bereavement leave shall be deducted from sick leave, but not taken into consideration for the calculation of personal leave days earned. Employees will have up to thirty (30) days from the date of death to utilize this leave. Requests for exceptions to this timeframe will be managed on a departmental basis.

12-2 **Maternity Leave:** Maternity leave shall be granted to an Employee upon hire, for up to six (6) weeks for the purpose of giving birth. Maternity leave may be taken as any contractually negotiated paid time off or leave without pay. Employees who qualify for FMLA will be provided leave consistent with Regulation 4359.

12-2-1 An Employee returning to work from an unpaid maternity leave of six (6) weeks or less or who utilize FMLA for maternity leave shall be reinstated to the position from which the leave was taken.

12-2-2 Should an employee who is not eligible for FMLA, experience a non-voluntary end to a pregnancy and be required to use leave without pay to cover their absences, such unpaid hours will be treated as if they were FMLA-qualified absences, not to exceed ten (10) days.

12-3 Any education support Employee adopting a minor child may be granted paid sick leave or an unpaid maternity leave of absence. Such leave shall commence upon de facto custody of said adopted child, or earlier, if necessary to fulfill the requirements for the adoption and such leave shall not exceed six (6) weeks. Employees who qualify for FMLA will be provided leave as defined in the Act.

12-3-1 An Employee returning to work from unpaid adoption leave or who utilize FMLA for leave for adoption as defined in the Act, shall be reinstated to the position from which the leave was taken.

12-4 **School Organizational Teams (SOTs):** Consistent with NRS 388G.720 (c) the Association is required to administer the SOT election for education support professionals. The Association will select a member who will serve as the administrator/manager to conduct the election and necessary oversight. This administrator/manager named by the Association will receive the necessary hours of leave without loss of pay to satisfactorily complete this duty outside of the allocated hours for union business defined in Article 8, Sect 8-1.

12-5 **Medical Leave of Absence-Non-Occupational Injury or Illness:** Employees may apply for a medical leave of absence consistent with the provisions of Regulation 4351.

12-6 **Family Medical Leave Act:** All requirements and benefits are defined in Regulation 4359.

12-7 **Nevada Family Medical Leave Act: Parental Leave:** Employees are entitled to up to four (4) hours of paid leave to attend school-related activities involving their children consistent with the provisions of NRS 394.179. This leave may be taken in one-hour increments. Employees are required to provide five (5) "Days" written notice of their intent to utilize this leave and provide documentation of their presence at the school-related activities. Employee will be allowed to use accumulated annual leave for this time away from work.

12-8 Leave to Vote in Nevada: Employee may take leave with pay to vote, consistent with the provisions of NRS 293.463.

12-9 Elected Office

12-9-1 An Employee who is elected or appointed to serve in a county, municipal or similar elected position will be granted leaves of absence as necessary to attend meetings of the governing board.

12-9-2 An employee who is elected to serve in a statewide elected position for no longer than 120 days shall be granted a temporary leave of absence. At the expiration of the leave of absence, the Employee will be returned to the position the Employee left.

12-9-3 Employees returning to work following such leaves, shall return under the same provisions as outlined in Article 8-8-4.

12-9-4 Employees on such leave will not be prevented from using accumulated annual leave to cover any or all of the lost time associated with this leave. This leave cannot be used outside of the employee's contracted hours.

ARTICLE 13
Military Leave

13-1 Members of reserve units of the United States Armed Forces or National Guard who are mobilized to meet local emergency situations for a period of fifty (50) days or less shall receive their regular rate of pay for this period of time. However, they will be required to surrender the lesser of the amounts of (1) their regular rate of pay for each such period of time or (2) their payment received for military service while on active duty, exclusive of pay received for meals, transportation, and lodging. The Uniformed Services Employment and Reemployment Rights Act (USERRA) defines military member's employment protections at the conclusion of their military service.

13-2 An Employee who is an active member of the United States Army Reserve, the United States Naval Reserve, the United States Air Force Reserve, the United States Coast Guard Reserve, the United States Marine Corps Reserve, or the Nevada National Guard must be relieved from his/her duties, upon his/her request, to serve under orders without loss of his/her regular compensation for a period of not more than fifteen (15) work days in any one (1) calendar year. No such absence may be a part of the Employee's annual vacation provided by law.

13-3 If an Employee is not on the payroll during the period of required armed forces services duty, as provided above (i.e., nine-month Employees attending summer camp), said Employee shall not receive the benefits provided by this Article 13.

ARTICLE 14
Overtime

14-1 Any Employee who works or is in a paid status for more than forty (40) hours in any week (Sunday through Saturday) and the Appropriate Administrator or designee is aware of and approves the work assignment shall be paid for all hours in excess of

forty (40) on the basis of time and one-half. Holiday pay, sick leave pay, and vacation pay shall not prevent an Employee from receiving time and one-half.

- 14-2 Other than in a recognized Emergency, no Employee shall work overtime without prior approval.

The District agrees to work with the Association in monitoring staff for Emergency purposes.

- 14-3 In order that an Employee receive pay for all overtime worked, overtime must be reported no later than the next pay period following the pay period in which the overtime was worked.

- 14-4 The Employee's signature on the payroll warrant or the deposit of the payroll warrant to the Employee's account will be considered as evidence that the hours listed on the payroll warrant stub are correct unless an error is called to the attention of the Appropriate Administrator or designee within thirty (30) Days.

- 14-5 Except in emergencies, the decision to work overtime is at the option of the Employee. The Appropriate Administrator or designee must offer overtime pay or compensatory time. If the employer offers both, the Employee may select either. The Fair Labor Standards Act does not allow Appropriate Administrators or designees to force Employees to accept compensatory time in lieu of overtime pay or require overtime work without compensation.

- 14-6 Employees accepting compensatory time may only utilize compensatory time during times they are assigned to work. This specifically excludes payment for or use of compensatory time during non-assigned time. Employees who have previously accumulated compensatory time prior to August 1, 1992 may be paid for that time by requesting payment from the District during non-assigned time.

- 14-7 Employees accepting compensatory time will indicate acceptance on a form to be provided listing the terms and conditions for the utilization of compensatory time, which will be in accordance with this Agreement.

- 14-8 Use of compensatory time must be requested from the appropriate administrator at least three work days in advance and may be denied in order to meet minimum staffing levels. The District agrees that use of compensatory time will not be unreasonably denied. Compensatory time may be utilized in increments of five days or less, except in Emergencies, or unless otherwise authorized by the Appropriate Administrator.

- 14-9 Not more than two hundred forty (240) hours of compensatory time may be earned in lieu of pay. No additional compensatory time shall be credited when an Employee has accrued the maximum of two hundred forty (240) hours. The parties agree not to exceed the hours allowed under federal law.

- 14-10 Compensatory time hours shall be credited at one and one-half (1 1/2) times the actual hours worked after the Employee has completed a forty- (40) hour Work Week.

- 14-11 Compensatory time shall be compensated at the then current range and step placement of the Employee when the compensatory time is used or paid off at

termination or retirement, not to exceed two hundred and forty (240) hours of paid compensation.

- 14-12 It is the intent of the District to grant compensatory time off as requested by the Employee. District needs, however, may require adjustment to scheduled leaves in the event of an Emergency or to maintain minimum staffing levels.
- 14-13 When authorized by the Appropriate Administrator, overtime will be offered on an equitable basis among regular qualified Employees within the department or area of assignment.
- 14-14 Call back shall be defined as an employee called for and accepting a district requirement after the employee's regular shift. Call back pay shall begin with the employee's receipt and acceptance of the call back request. Employees called for a district requirement shall be paid a minimum of three (3) hours at time and one-half of the regular rate for the Employee unless it is a remote access call back. Several call backs on the same shift shall not exceed eight (8) hours of pay, unless the Employee actually works eight (8) hours or more on that shift on call back time.
- 14-15 A remote access call back is a call back task that an Employee can perform through the use of a computer, smart phone or similar device and does not require the Employee to leave his or her geographic location at the time of the call back to perform the task. Employees called for a remote access call back shall be paid a minimum of two (2) hours at time and one-half of the regular rate for the Employee. Remote access call backs will not be stacked. Examples:
- 14-15-1 Employee is notified of issue at 8:50 p.m. and resolves issue and concludes work at home with remote device by 9:05 p.m. Employee receives two (2) hours of call back pay.
- 14-15-2 Employee is notified of issue at 8:50 p.m. and resolves issue and concludes work at home with remote device by 9:05 p.m. Same Employee is notified of additional or repeated issue at 9:55 p.m. and resolves issue and concludes work at home by 10:50 p.m. Employee receives two (2) hours of call back pay.
- 14-15-3 Employee is notified of issue at 8:50 p.m. and resolves issue at home with remote device and concludes work by 9:05 p.m. Same Employee is notified of additional or repeated issue at 9:55 p.m. and resolves issue and concludes work at home by 11:20 p.m. Employees receive two and one-half (2.5) hours of call back pay.
- 14-15-4 Employee is notified of issue at 8:50 p.m. and resolves issue at home with remote device by 9:05 p.m. Same Employee is notified of additional or repeated issue at 10:55 p.m. and resolves the issue and concludes work at home by 11:15 p.m. Employees receive four (4) hours of call back pay.
- 14-16 Call back pay will be reported to Nevada's Public Employees Retirement System ("PERS") as required by and in accordance with the official policies of PERS.

**ARTICLE 15
Holidays**

- 15-1 The following state-approved holidays shall be recognized and observed as paid holidays:
- Independence Day - July 4
 - Labor Day
 - Nevada Day (last Friday in October)
 - Veteran's Day
 - Thanksgiving Day
 - Christmas Day* - December 25
 - New Year's Day - January 1
 - Martin Luther King Day
 - Presidents' Day
 - Memorial Day
 - Juneteenth
- 15-2 The Board of Trustees shall grant one (1) additional paid holiday at Thanksgiving (the day after Thanksgiving), one (1) additional paid holiday at Christmas* and one (1) paid holiday for spring vacation.
- 15-3 Employees required to work on holidays, either as a regular work day or scheduled overtime shall be paid double time for all hours worked, as well as holiday pay equivalent to their normal work hours on that day.
- 15-4 Only holidays that fall within the Employee's Work Year shall be paid holidays. The Employee must have been in paid status on the assigned day before the holiday or the assigned Day after the holiday in order to receive pay under this provision.
- *Winter break to be determined by the calendar adopted by the School Trustees.
- 15-5 One flexible day will be provided to each Employee covered by the terms of this Agreement. Flexible day leave shall be deducted from sick leave, but not taken into consideration for the calculation of personal leave days earned. The Appropriate Administrator may not require more than five (5) days notice prior to approval of the flexible day. The District shall grant the flexible day as requested by the Employee except in the event of an Emergency. This denial may only occur one time during the Work Year.

**ARTICLE 16
Medical Examination**

- 16-1 The Clark County School District shall reimburse the actual cost or sixty-five dollar (\$65.00) or whichever is the lesser amount, to each driver who is required by the District to submit a physician's report of medical examination when 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 Department of Motor Vehicles, Carson City, Nevada. Employees may use their person physician for this

medical examination. The School District will pay for any other medical examinations required by the School District

ARTICLE 17 Dues Deduction

- 17-1 Upon appropriate written authorization from the Employee, the School District shall make monthly Association dues deductions from the salary of the Employee and make appropriate remittance to the Association.
- 17-2 No later than August 15 of each year, the Association will provide the School District with a list of Employees who have voluntarily authorized the District to deduct Association dues or a uniformly applied authorized assessment to Association members and the amount to be withheld. The Association will notify the District monthly in writing of any changes to said list. Changes in the amount to be withheld must be submitted in writing at least thirty (30) calendar days prior to the date the change is to be effective. The School Trustees will not be required to honor any authorizations for any month's dues deductions that are delivered to the District later than the fifteenth of the month prior to the distribution of the payroll from which the deductions are to be made. Any Employee desiring to have the District discontinue dues deductions he/she has authorized must follow the process defined by the Executive Board of the Association that has been communicated to members previously. Deductions referred to in Section 18-1 above will be made as follows: 9-month Employees, 20 equal installments; 10-month Employees, 21 equal installments; 11-month Employees, 22 equal installments; and 12-month Employees, 24 equal installments. Those Employees who become members of the Association in June, July, and August shall have the appropriate dues deducted from their salary.
- 17-3 Upon termination or resignation of an education support Employee, the remaining amount of dues for the Association in 18-2 above may be deducted from the Employee's final check, upon the Association's written request. Upon taking a leave of absence, the amount of dues for that month shall be deducted from the Employee's final check.
- 17-4 The District agrees not to honor any check-off authorization 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 in accordance with NRS 288.
- 17-5 The Employee's earnings must be sufficient after other required deductions are made to cover the amount of the Association dues. In the case of an Employee who is on 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. All other required deductions have priority over Association dues.
- 17-6 It is recognized that the School District in agreeing to deduct dues and authorized assessments from Association members is performing a solely administrative function on behalf of the Association for its convenience and is not a party to any agreement between the Association and its members regarding the deduction of dues. The Association, therefore, agrees to hold the School District harmless and to reimburse the School District for any and all cost, including legal fees it may incur, in relation to

any deductions made at the direction of the Association and contrary to the instructions received from the individual education support Employee.

- 17-7 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 in the event the claim is submitted sixty (60) Days from its occurrence.
- 17-8 Dues deductions for membership of the Association shall continue when a member transfers from one job assignment to another, subject to provisions of NRS 288.
- 17-9 Deductions shall be transmitted promptly to the Education Support Employees Association. All requests for such deductions must be in accordance with NRS 608.110.

ARTICLE 18

Clark County School District Education Support Employees Employment Status, Pay Provisions and Pay Grades

- 18-1 Effective no later than the second full pay period after Board of Trustees and membership ratification of this Agreement, the hourly rates for all School District support professional pay grades will be increased by six point seven, seven, five percent (6.775%). The new Support Professional Pay Grades and Hourly Rates matrix ("Pay Matrix") is attached hereto as Appendix A.
- 18-1-1 Effective at the beginning of the pay period that includes July 1, 2024, the hourly rates for all School District support professional pay grades will be increased by two percent (2.0%). The new Support Professional Pay Grades and Hourly Rates matrix ("Pay Matrix") is attached hereto as Appendix B.
- 18-2 Effective as quickly as practicable after Board of Trustees and membership ratification of this Agreement, an Employee who is eligible for a step increase will be advanced one step. Employees who became eligible for a step increase between July 1, 2023, and the effective date defined in 18-1, will advance one step effective the commencement of the pay that period and maintain their previous anniversary date for future step increases. Employees who become eligible for a step increase after the date defined in 18-1 will advance one step effective the commencement of the pay period including the date they become eligible.
- 18-3 Effective July 1, 2024, an Employee who is eligible for a step increase will be advanced one step effective the commencement of the pay period including the date they become eligible.
- 18-4 Effective the pay period that included July 1, 2024 a New Pay Matrix became effective and is attached hereto as Appendix B.
- 18-4-1 Employees hired on or after July 1, 2023 will be placed at Step B.
- 18-4-2 Employees who are promoted or reclassified will be moved to the step on the new wage range consistent with Regulation-4293.

- 18-4-3 Upon completion of the promotional qualifying period, an Employee will advance one (1) step and establish a new step anniversary date, if applicable.
- 18-4-4 Employees who are voluntarily or involuntarily demoted or are placed in a lower wage range due to the elimination of their position will be placed at a step in the new wage range consistent with Regulation-4293.
- 18-5 Notwithstanding any other provision of this Agreement, the Employee share of any future (2025 and later) Nevada PERS contribution rate increase will be accomplished by reducing the hourly rates within Appendix B the equivalent of one-half (½) of the total Nevada PERS contribution rate increase on the effective date of the PERS rate increase unless the parties agree to a different method for payment of the Employee share of the rate increase. Should Nevada PERS decrease the required Employer/Employee contribution rate, the Employees' percentage share of the change will increase the hourly rates within Appendix B by the applicable percentage amount.
- 18-6 Longevity Stipends: Employees that have completed twenty-five years of service with the District on or before July 1st (original hire date of July 1, 1998 or before for 2023) will be receive a lump-sum payment of two-thousand five hundred dollars (\$2500.00) in the first full pay period in October each year. This lump-sum payment is Nevada PERS eligible compensation. After July 1, 2023, eligible employees who separate from the District prior to July 1st each year will receive a prorated amount of the Longevity Stipends in their final paycheck.
- 18-7 The District shall recognize up to a maximum of five (5) years of experience (Step F1) as a Clark County School District Teacher/Administrator/School Police Personnel for those employees who are hired as a District support professional employee. This Article is recognized for salary placement only.
- 18-8 Support Professional Job Title and Pay Grade Listing is attached hereto as Appendix C.

ARTICLE 19

Group Health Insurance

- 19-1 The District provides identified benefits for employees covered by this Agreement through the CCSD Health and Welfare Insurance Program.
- 19-2 In addition to contributing toward the cost of the plan, on behalf of each Employee participating in the plan ("Plan Participant"), the School District agrees to provide payroll deduction for additional premiums and to provide such reasonable record keeping and verification of employment as may be required by the insurance carrier.
- 19-2-1 The CCSD Program shall provide Short-Term Disability. The medical benefits package in the CCSD Program includes short-term disability benefits available for purchase by employees and paid through payroll deduction.

19-3

Additional Provisions

19-3-1 Employee Participation In Appeals Process. All insured carriers doing business in the State of Nevada and the federal Patient Protection and Affordable Care Act provide both internal and external appeal processes. These processes are defined in the applicable Summary Plan Description.

19-4

The parties shall reconstitute a Joint Insurance Advisory Committee having a minimum of six members, half of whom shall be appointed by each party.

19-4-1 The Joint Insurance Advisory Committee will meet in Fall and Spring of each calendar year. The Fall will review the overall performance of each Plan at these meetings. The Fall meeting should identify any potential plan design modifications and provide sufficient time to complete the financial and actuarial analysis for such modifications. The Spring meeting will finalize plan designs and the projected overall expense and cost sharing responsibilities for the plans consistent with 20-4-2. If a consensus cannot be reached on plan design modifications the Chief Financial Officer or designee will have final authority. Nothing in this provision shall be interpreted as a waiver of mandatory bargaining over the subject of insurance following the expiration of the new collective bargaining agreement, but consistent with legal notice obligations. These decisions will facilitate a timely and effective open enrollment process for the following school year.

19-4-2 In the event the Plan Participant premium for health insurance increases beyond the premium agreed to in Article 20-4-5, then the increase will be paid through any one or a combination of the following:

19-4-2-1 Monies designated by the Nevada State Legislature for health and welfare benefits for the District's support staff employees; or

19-4-2-2 A change in the benefits available under the plan, and/or an increase in Plan Participant contribution.

19-4-3 The School District will increase the per-employee per Plan Participant per month contribution for the insurance benefits package by September 1st each year as follows:

Effective Date	Monthly Contribution	Percentage Increase from Previous Rate
9/1/2023	\$790.80	Fifteen percent (15%)
9/1/2024	\$830.34	Five percent (5%)

ARTICLE 20
Work Day

- 20-1 Employees of the School District shall not be permitted to leave their work location during the work day except during their non-paid lunch break unless permission is given by the Appropriate Administrator or designee.
- 20-2 Employees may leave the work location during the work day to conduct personal business or for doctor and/or dental appointments. With prior approval of the Appropriate Administrator or designee, time away from work shall be selected by the Employee and shall be charged appropriately to earned annual leave, earned personal leave, or earned sick leave. Sick leave shall be used only as necessary and for appropriate reasons. In the event earned annual leave, earned sick leave, or earned personal leave is not available, time away from the work location will be taken without pay.
- 20-3 Employees given permission by their Immediate Supervisor or Appropriate Administrator to attend Association meetings that are conducted during their workday must make up the time away from the job. Make-up time may be scheduled during the current week by mutual agreement of the Employee and the Immediate Supervisor or Appropriate Administrator. If not mutually agreed, the make-up time will, at the Employee's election, be charged to earned annual leave or earned personal leave.
- 20-4 No Employee covered by this Agreement will be permitted by the Immediate Supervisor or Appropriate Administrator to attend more than twelve (12) association meetings (up to two (2) hours per meeting) a year which are scheduled during the Employee's work day. The time permitted to attend association meetings will be non-paid and the Association meetings will not begin prior to 4:30 P.M. Make-up time may be scheduled during the current week by mutual agreement of the Employee and the Immediate Supervisor or Appropriate Administrator.
- 20-5 A 15-minute paid break will be provided during each four (4) hours of work. This does not preclude the Employee's immediate supervisor or appropriate administrator from scheduling breaks so as to ensure coverage and/or completion of a task or prior to the conclusion of the Employee's work day.
- 20-6 An Employee's Immediate Supervisor must allot duty-free time in the Employee's work schedule for completion of mandatory training, including but not limited to on-line training.

ARTICLE 21
Use of Facilities

- 21-1 The Association shall have the use of school mailboxes. Copies of all materials shall be given to the Appropriate Administrator. The material will be clearly identified and the Association accepts the liability for such material and therefore agrees to hold the District, its employees and agents, harmless from all claims, demands, losses, liability, cost or expenses of any nature, to include attorney's fees, arising from the distribution of association material. The foregoing "hold harmless" clause shall not apply to grievances between the Association and the District. If the use extended herein is misused by the Association, or any of its designated representatives, it may be

immediately revoked by the Superintendent. District support staff Employees shall be permitted use of school district mail services for district-related business.

- 21-2 Space will be provided for Association use on existing bulletin boards at all work locations. The Association will have the right to place responsible materials on the bulletin boards. All notices which appear on the Association's bulletin boards shall be approved by the highest-ranking Association official in the bargaining unit and shall relate to items of interest to the members.
- 21-3 It is understood that no material shall be posted on the association bulletin boards at any time which contain personal attacks upon any other member or any other Employee; scandalous, scurrilous, or derogatory attacks upon the administration or members of the Board of School Trustees; or attacks on any other recognized bargaining agent. The use of school facilities permitted above shall not include any use to campaign in any manner, either directly or indirectly, for or against School District representatives or school trustees, or to campaign on behalf of any activity by the Association or any of its representatives relating to the collective bargaining process. Such use of the bulletin boards shall be subject to the same conditions set forth in Section 22-1 above for the use of the school mail service.
- 21-4 From the effective date of this Agreement to its termination the Association will be allowed the use of school buildings and premises for association meetings and activities on regular Days as long as arrangements have been made with the Appropriate Administrator for the building. Such activities will not conflict with any regular or special educational activities and where such use shall not involve additional or extra custodial services and/or other unusual expenses to the School District. Use of buildings on other than School Days requires the approval of the Superintendent in addition to the Appropriate Administrator. Any added expense resulting from the Association's use will be paid by the Association. Individual Employees will not be prohibited from the responsible use of the school facilities.
- 21-5 School facilities and/or district property will not be used for the personal convenience or profit of Employees.
- 21-6 If the privileges extended herein are misused by the Association or any of its designated representatives, they may be immediately revoked by the Superintendent and that determination shall be grievable at Step 2 of the Grievance and Arbitration Procedure.
- 21-7 Lounges are for the use of all district Employees.
- 21-8 Employees are discouraged from maintaining personal property on School District premises. The School District's obligation to indemnify an Employee's loss is limited to perils (fire, lightning, explosion, windstorm, hail, smoke, vandalism, theft and water damage) covered under the District's excess insurance policies, subject to the conditions set forth therein, site aggregates, applicable personal property insurance, and the following:
- 21-8-1 Personal property for which loss is claimed must be used for essential tasks to support the Employee's direct scope of work and must be listed in the declaration required in (22-8-2) below. Property (personal effects)

necessarily worn or carried (e.g., eyeglasses, hearing aids, jewelry, dentures, clothing) is to be exclusively covered by the Employee's personal insurance as a non-business item, and should not be included on the declaration.

- 21-8-2 An Employee must receive supervisor authorization and maintain a declaration form itemizing personal items and corresponding business use in order to activate indemnification up to \$1,000 (replacement cost) per Employee occurrence.
- 21-8-3 Personal property declaration must be provided by the Employee to supervisors at least semi-annually; or more often as stipulated by site administrators.
- 21-8-4 Items not declared will be considered as non-business in their use and District indemnification will be limited to the Employee's personal insurance deductible up to \$250.
- 21-8-5 In any event, Employees must submit a sworn statement to the School District within sixty (60) calendar days in order to receive indemnification. Claim procedures outlined by the declaration form in (22-8-2) will apply.
- 21-8-6 The maximum School District indemnification for any one Employee occurrence will be \$1,250, including both the \$1,000 limitation in (22-8-2) and the \$250 limitation in (22-8-4) in the event both declared and undeclared are lost.
- 21-8-7 Losses attributed to wear and tear, gradual deterioration, latent defect, misuse, mishandling, abuse, mysterious/unexplained disappearance will not be considered, regardless of personal insurance applicability.
- 21-8-8 For purposes of this Article, personal automobiles will not be considered as personal property.

ARTICLE 22

Education Support Advisory Committee(s)

- 22-1 Advisory committee(s) may be established where Employees desire such committee(s).
- 22-2 The Appropriate Administrator and the committee(s) will meet at the request of either party to discuss department/school operations. Although they may discuss matters covered by the Agreement, they may not take any action contrary to the Agreement. All grievances are to be handled in the manner set forth in Article 4.
- 22-3 The number of Employees who will serve on the committee(s) and the functions will be determined by the Appropriate Administrator and the committee(s), once they are organized.
- 22-4 If a majority of the Employees desire to form such advisory committee(s), a selection of the members will be made by October 1 and may take place during orientation days or at other times that do not interfere with the Employee's work day.

- 22-5 The primary purpose of the advisory committee(s) is:
- 22-5-1 Advisory to the Appropriate Administrator.
 - 22-5-2 Improve the morale of the department/school staff.
 - 22-5-3 Apprise the Appropriate Administrator of actual or potential problems involving the department/school staff.
 - 22-5-4 Improve communications between the Appropriate Administrator, Immediate Supervisor, and staff.
 - 22-5-5 Secure maximum productive and constructive involvement of all members in their primary goal, which is the educational process of the School District.
- 22-6 Education Support Advisory Committee to the Superintendent:
- 22-6-1 The Superintendent and the Education Support Advisory Committee will meet four (4) times a year.
 - 22-6-2 The Education Support Advisory Committee will be comprised of the Association president, three (3) association members, and the Association's executive director.
 - 22-6-3 The purpose of the Education Support Advisory Committee shall be to improve the morale of the education support school Employees throughout the District, and to improve communications throughout the District and throughout the community.
 - 22-6-4 The Education Support Advisory Committee may not take action contrary to the provisions of the negotiated agreement. Pending grievances, once filed, may not be discussed or acted upon but may only be handled in accordance with Article 4 of the negotiated agreement.

ARTICLE 23 Employee Personnel Files

- 23-1 It is recognized by the parties that the School District may prescribe regulations for the custody, use and preservation of the records, papers, books, documents and property pertaining to the School District. However, to the extent that any records, papers, or other documents covering Employees of the Association do not relate to pre-employment data, every Employee shall be allowed to review the personnel file at any reasonable time upon request. No Employee's request shall be deferred for more than seven (7) Days for a central office file and no more than two (2) Days for a site location file excluding weekends and holidays. If any Employee is involved in a grievance regarding matters in the personnel file which may be material, an Association officer or other Association Representative with the written approval of the Employee may also be granted access to the Employee's personnel file at reasonable times where such access is authorized in advance by the Employee. The District shall provide copies of all legally permissible information pertinent to the grievance.

- 23-2 A copy of each written report, comment, or reprimand concerning an Employee which the School District places in the Employee's personnel file shall be provided to that Employee. The Employee must sign the personnel copy of the report, comment, or reprimand as directed as acknowledgment of receipt of a copy of the document. Such signature may not be construed as agreement to the contents of the document. Upon request, an Employee shall be provided, at the prevailing rate per page, a reproduction of any material, excluding any pre-employment documents, in the Employee's file. Unless requested by the Association, such a request may not be made more than one time per year.
- 23-3 Any written response by the Employee to any written report, comment, or reprimand will also become a part of the Employee's personnel file and will remain a part of said file as long as the report, comment, or reprimand responded to remains a part of the file. In order to insure that the response is not inadvertently overlooked, the Employee will note under his or her signature on the report, comment, or reprimand at the time the response is delivered that a response has been made and the document will be countersigned by the receiving administrator and shall be attached to the supervisor's document. If an Employee desires to make a written response to any written report, comment, or reprimand issued by the Immediate Supervisor or Appropriate Administrator, the Employee's response must be made within twenty (20) days. Upon written request of the Employee, a waiver of the time limits by the Appropriate Administrator, not to exceed twenty (20) days, may be granted, which will not be unreasonably withheld. When a copy of the Immediate Supervisor's or Appropriate Administrator's written document is forwarded to any other location, a copy of the Employee's written response must be attached.
- 23-4 Upon review of the personnel file, an Employee may respond to documents, comments, or reprimands contained therein that the Employee believes to be inaccurate. The Employee's response shall be directed to the Superintendent's designee. If upon investigation by the Superintendent's designee it is determined that the Employee's response is accurate, the response shall become part of the Employee's personnel file or the comment, document, or reprimand in question may be removed by the Superintendent's designee. The determination as to whether the Employee response is accurate and whether said response shall become part of the Employee's personnel file or the comment, document, or reprimand in question shall be removed are determinations that shall be grievable. The Performance Evaluation Report shall remain a permanent part of the Employee's personnel file. If it is determined that the information contained within the evaluation is not substantiated as factual, the District shall replace the evaluation with a corrected copy.
- 23-5 It is the School District's intention and obligation that work rules, policies, and procedures are to be interpreted and applied uniformly to all Employees under similar circumstances.

ARTICLE 24

Surplus Reassignment

- 24-1 The School District retains the right as defined by NRS 288.150 (3)(b) to determine appropriate staffing levels and adjust those levels at any time.

24-2 If the School District at any time declares a Reduction-in-Force ("RIF"), the provisions of Article 25 shall be followed instead of the provisions of this Article 24

24-3 The Association will be provided pre-decisional involvement in all issues related to a surplus, including reasonable advance notice of any potential surplus, the job families and positions to be impacted, and the opportunity to provide input into the decision-making process.

24-4 If the School District decides to adjust staffing levels, the appropriate administrator in a particular division, department, or school shall, as soon as practical, notify all employees in the affected position that they may be subject to surplus.

24-4-1 Employees who volunteer to leave an affected position in that division, department, or school shall be the first to be reassigned

24-4-2 Employees who voluntarily resign in lieu of surplus reassignment will, for one (1) year from the effective date, have a right to return to the same position at any work location.

(a) This right to return will occur after current School District Employees and Employees who are terminated as a result of a RIF are reassigned.

(b) It is the former Employee's responsibility to notify the Support Staff Personnel of the desire to return before the advertisement for the position closes.

Thereafter, those Employees in excess of available affected positions with the least District-wide seniority shall be identified as "Surplus Employees."

24-4-3 The District and the Association agree that for school-based clerical or instructional Employees, a reduction in the months of work or the reduction of hours to not less than 4.1 hours per day shall not be considered an adjustment that triggers the Surplus Provisions of Article 24, and any such Employee affected by such a reduction shall not automatically be considered a Surplus Employee.

(a) Employees affected by such a reduction may seek a transfer in accordance with Article 36, and the limitation set forth in Article 25-3 will be waived for the duration of the applicable Work Year.

(b) An Employee affected by such reduction may voluntarily relinquish the position and become a Surplus Employee, provided the Employee shall have no right to return to the relinquished position.

24-4-4 District-wide seniority shall be based on the Employee's adjusted hire date. The adjusted hire date shall be determined by subtracting time not spent in regular active service from the original date of hire or from the most recently adjusted hire date.

24-4-5 In the event that more than one support staff has the same date of employment, adjusted hire date shall be determined by lottery designed by the District with input from the Association. The Association has the right to be present during the lottery drawing. Lottery results will be available to the Association upon completion.

24-5 Whenever the adjustment of staffing levels results in Surplus Employees, a Surplus Reassignment shall be initiated.

24-6 Surplus Reassignment

24-6-1 The effective date of a Surplus Reassignment is determined by the School District.

24-6-2 Whenever possible, Employees who may be impacted by a Surplus Reassignment shall be notified at least twenty (20) calendar days prior to the effective date of the Surplus Reassignment.

24-6-3 Surplus Employees shall be placed in a surplus pool based upon their current position, grade, months, and hours.

24-6-4 All Surplus Employees will meet on dates determined by the School District in one central location ("Surplus Reassignment Meeting"), or be contacted individually, to select from all available positions for which they are Qualified at equal or lower pay grades in order of District-wide seniority.

24-6-5 An Employee must meet the qualifications listed on the published job description in order to be eligible for assignment to that position in Surplus Reassignment ("Qualified").

(a) Employees will automatically qualify for a position that is at an equal or lower pay grade provided the minimum qualifications for that position are the same or less than the minimum qualifications for the position currently held.

(b) If an Employee does not automatically qualify for a position, it is the Employee's responsibility to provide necessary documentation, certification, and evidence that the current qualifications for the position have been met prior to the Surplus Reassignment Meeting.

24-6-6 At a Surplus Reassignment Meeting:

(a) Surplus Employees first must select an authorized, lateral, vacant position for which they are Qualified, and will have, from the effective date of the Surplus Reassignment, a one (1) year right to return to the same position in the department or school where they were previously assigned.

(1) If a Surplus Employee declines an authorized, lateral, vacant position for which he/she is Qualified, the Surplus Employee has, in effect, resigned from the Clark County

School District on the effective date of the Surplus Reassignment.

- (2) If a Surplus Employee declines an authorized, lateral, vacant position for which he/she is qualified, the Surplus Employee may seek a voluntary transfer prior to the effective date of the Surplus Reassignment but will have no other rights as provided by this Article or Article 26.

- (b) If there are no authorized, lateral, vacant positions for which a Surplus Employee is Qualified, the Surplus Employee may select an authorized, non-lateral, vacant position, and will have, from the effective date of the Surplus Reassignment, a two (2) year right to return to: 1) the same position in the department or school where he/she was previously assigned; 2) a position in the same job family for which he/she is Qualified at any work location that is lateral to the same position; or 3) a non-lateral position in the same job family for which they are Qualified at any work location.

- (1) A job family is a cluster of like, similar, or related positions as determined and published in the "Job Family List" by Support Staff Personnel.

24-7 If any Surplus Employees are not assigned after a Surplus Reassignment Meeting, the School District shall decide whether to declare a RIF, the provisions of Article 25 shall be followed instead of the provisions of this Article 24.

24-8 If any Surplus Employees are not assigned after a Surplus Reassignment Meeting, and the School District does not declare a RIF, the following shall apply:

24-8-1 If a vacancy becomes available which may be filled by an unassigned Surplus Employee, the School District will contact those Qualified and eligible unassigned Surplus Employees in order of District-wide seniority and offer the vacancy until the position is filled. A position does not become vacant for purposes of this provision until it is released by the appropriate Human Resources administrator and is first offered to Employees with a right to return.

24-8-2 If an unassigned Surplus Employee accepts a lateral position that Surplus Employee will have, from the effective date of the Surplus Reassignment, a one- (1) year right to return to the same position in the department or school where he/she was previously assigned.

24-8-3 If an unassigned Surplus Employee declines a lateral position, that Surplus Employee will have, in effect, resigned from the School District as of the effective date of the Surplus Reassignment.

24-8-4 If an unassigned Surplus Employee accepts a lower position, that Surplus Employee will have, from the effective date of the Surplus Reassignment, a two- (2) year right to return to: 1) the same position in the department or school where he/she was previously assigned; 2) a position in the same job family for which he/she is Qualified at any work location that is lateral

- to the same position; or 3) a non-lateral position in the same job family for which they are Qualified at any work location.
- 24-8-5 If an unassigned Surplus Employee declines a lower position, that Surplus Employee will remain unassigned.
 - 24-8-6 The School District may at any time schedule Surplus Reassignment Meetings in addition to the Spring/Fall Surplus Meeting. It is anticipated that for normal spring/fall staffing, additional Surplus Reassignment Meetings may be held in August and October.
 - 24-8-7 Employees who were placed into surplus due to spring/fall staffing shall be allowed to remain in their positions until the School District either declares a Reduction in Force or the last Friday in October, at which point a Reduction in Force shall be deemed to be declared.
 - 24-9 A Surplus Employee may not select, be assigned to, or exercise a right to return to a position that would result in the Surplus Employee making more money than he/she did in the position from which he/she was displaced by the surplus process.
 - 24-10 The Employee may exercise a right to return only once. It is the responsibility of the Employee to notify Support Staff Personnel of the desire to exercise the right to return before the advertisement for the position closes.
 - 24-10-1 If more than one Employee exercises a right to return to a position, the Employee with the most District-wide seniority who is Qualified and eligible will be assigned to the position.
 - 24-10-2 When a Surplus Employee seeks and secures a voluntary transfer or promotion to a position that is lateral to or higher in grade than the position from which the Surplus Employee was originally displaced, that Surplus Employee's rights to return under this Article end.
 - 24-11 An Employee who is placed into a position through Surplus Reassignment will be expected to perform the essential job functions of the position.
 - 24-12 Qualifications are based upon the education, knowledge, skills, abilities, training, and/or experiences required by an individual to perform the essential tasks of the position. They do not guarantee that a person with the necessary qualifications will be successful in the position.
 - 24-13 Regulation 4323 provides for the evaluation of support Employees and is applicable for Employees who may be reassigned or placed as a result of surplus assignment.
 - 24-14 When the use of a temporary Employee will facilitate the placement of an Employee identified for surplus reassignment, the temporary Employee may be employed according to District regulations.

ARTICLE 25
Reduction-in-Force

- 25-1 The School District retains the right as defined by NRS 288.150 (3) (b) to determine when a Reduction-in-Force ("RIF") is necessary and shall provide notice to the Association as soon as practical when a RIF is contemplated or anticipated to allow the Association an opportunity to provide pre-decisional input.
- 25-2 The effective date of a RIF shall be determined by the School District. Whenever possible, Employees who may be impacted by a RIF shall be notified at least twenty (20) Days prior to the effective date of the RIF.
- 25-3 An Employee displaced during a RIF shall have his/her original pay "protected" for twenty (20) Days from the first date of notification of a possible RIF, or for as long as the employee continues working in the original position as a regular status employee.
- 25-4 Those Employees in excess of available affected positions with the least District-wide seniority shall be identified as "RIF'd Employees."
- 25-4-1 District-wide seniority shall be based on the Employee's adjusted hire date. The adjusted hire date shall be determined by subtracting time not spent in regular active service from the original date of hire or from the most recently adjusted hire date.
- 25-4-2 In the event that more than one support staff has the same date of employment, adjusted hire date shall be determined by lottery designed by the District with input from the Association. The Association has the right to be present during the lottery drawing. Lottery results will be available to the Association upon completion.
- 25-5 When the School District determines that a RIF is necessary, Employees who voluntarily resign will be the first to be reduced-in-force.
- 25-5-1 An Employee who has been identified for a RIF and who voluntarily resigns in lieu of the RIF reassignment will, for one (1) year from the effective date of the resignation, have a right to return, when a vacancy occurs, to: 1) the same position in the department or school where he/she was previously assigned; or 2) a position in the same job family for which he/she is Qualified at any work location that is lateral or lower to the position previously held.
- 25-5-2 This right to return is subordinate to the rights to return held by current School District Employees and Employees who were terminated as a result of a RIF.
- 25-5-3 It is the responsibility of the Employee to notify Support Staff Personnel Services of the desire to exercise this right to return before the advertisement for the position closes.
- 25-6 It is the Employee's responsibility to establish eligibility for positions by obtaining placement in the position's Qualified Selection Pool (become "Qualified" for the

position). An Employee must meet the current qualifications detailed on the published job description in order to be eligible for assignment to that position in the RIF process.

25-6-1 Employees will automatically qualify for a position that is at an equal or lower pay grade provided the minimum qualifications for that position are the same or less than the minimum qualifications for the position currently held, as determined by the appropriate Human Resources administrator.

25-6-2 It is the Employee's responsibility to provide necessary current documentation, certification, and evidence that the current qualifications are met.

25-7 The following will be the steps for placing RIF'd Employees:

25-7-1 RIF'd Employees will first be placed in an authorized, vacant position, within the same job family and at the same grade and months and hours, for which the RIF'd Employee is Qualified.

a A job family is a cluster of like, similar, or related positions as determined and published in the "Job Family Listing" by Human Resources.

25-7-2 If no such vacancy exists, the RIF'd employee will replace (bump) an Employee in such a position (same job family, same grade, same months and hours) who has less District-wide seniority.

25-7-3 If the RIF'd Employee is not more senior than any Employee in such a position (same job family, grade, months and hours), the RIF'd Employee will be placed in an authorized, vacant position, within the same job family at the same grade but with less months and/or hours, for which the RIF'd Employee is Qualified.

25-7-4 If no such vacancy exists, the RIF'd employee will replace (bump) an Employee in such a position (same job family, same grade, less months and/or hours) who has less District-wide seniority.

25-7-5 If the RIF'd Employee is not more senior than any Employee in such a position (same job family, same grade, less months and/or hours), the RIF'd Employee will be placed in an authorized, vacant position, within the same job family at a lower grade with the same or less months and/or hours, for which the RIF'd Employee is Qualified.

25-7-6 If no such vacancy exists, the RIF'd employee will replace (bump) an Employee in such a position (same job family, lower grade, same or less months and/or hours) who has less District-wide seniority.

25-7-7 If the RIF'd Employee is not more senior than any Employee in such a position (same job family, lower grade, same or less months and/or hours), the RIF'd Employee will identified to be reduced-in-force (terminated from employment).

- 25-7-8 RIF'd Employees who are identified to be terminated after these procedures, shall be allowed to select any authorized, vacant position at a lateral or lower grade for which the Employee is Qualified. If no position is available, the Employee shall be terminated.
- 25-7-9 The steps described in this subsection 25-7 shall be repeated from the beginning for any Employee who is "bumped" out of his/her position by a more senior Employee.
- 25-8 RIF'd Employees and those who are bumped by RIF'd Employees will have a two (2)-year (from the effective date of the RIF reassignment) right to return to the position eliminated and previously held at any work location when an authorized vacancy occurs.
- 25-8-1 This right to return may only be exercised once.
- 25-8-2 It is the responsibility of the Employee to notify Support Staff Personnel Services of the desire to exercise this right to return before the advertisement for the position closes.
- 25-9 RIF'd Employees who are identified to be terminated who select any authorized, vacant position at a lateral or lower grade for which the Employee is Qualified, and those who are terminated will have a two (2)-year right to return to the position eliminated and previously held or any position lateral to or at a lower grade to the position eliminated and previously held for which the Employee is Qualified when an authorized vacancy occurs.
- 25-9-1 This right to return may only be exercised once.
- 25-9-2 It is the responsibility of the Employee to notify Support Staff Personnel Services of the desire to exercise this right to return before the advertisement for the position closes.
- 25-10 When an Employee whose position is eliminated or who is bumped by a more senior Employee during a RIF seeks and secures a voluntary transfer or promotion and the voluntary transfer or promotion is lateral to or higher in grade than the position from which the Employee was originally displaced, the Employee's rights to return under this Article will end.
- 25-11 An Employee who is placed into a position through the RIF process will be expected to perform the essential job functions of the position.
- 25-12 Qualifications for a position are based upon the knowledge, skills, abilities, training, and/or experiences required by an individual to perform the essential tasks of the position. They do not guarantee that a person with the necessary qualifications will be successful in the position.
- 25-13 Regulation 4323 provides for the evaluation of Employees and is applicable for Employees who are reassigned or placed as a result of a RIF.

- 25-14 When the use of a temporary Employee will facilitate the placement of an Employee identified for RIF, the temporary Employee may be employed according to School District regulations.
- 25-15 A RIF Review Procedure shall be available to any Regular Status Clark County School District education support employee who has been "impacted" by a RIF ("RIF'd Employee").
- 25-15-1 An education support staff employee will be deemed to have been "impacted" by a RIF if the employee's work terms or conditions, pay, and/or benefits have been altered in anyway by a RIF.
- 25-15-2 A RIF'd Employee is entitled to be assisted or represented by an Education Support Employees Association ("ESEA") representative or another representative of the RIF'd Employee's choice throughout the RIF Review Procedure.
- 25-15-3 A RIF'd Employee or his/her representative may submit a review request to dispute the RIF'd Employee's placement or CCSD's failure or refusal to make a placement to which the RIF'd Employee believes he/she is entitled ("RIF Review Request").
- 25-15-4 A RIF Review Request must be submitted within twenty (20) Days of the date the alleged placement or failure to place occurred. For purposes of a claim that a RIF'd Employee was wrongfully denied a placement, the date the failure to place occurred shall be the date that the notice of the successful applicant is posted.
- 25-15-5 The RIF Review Request must be submitted on the form provided by CCSD and completed in full. The RIF'd Employee or his/her representative must indicate on the RIF Review Request how the RIF'd Employee or representative would like to receive CCSD's written determination (mail, fax, or email). For the initial implementation of this RIF Review Procedure, CCSD will attach the RIF Review Request form to the InterAct posting and include it in the mailed notice.
- 25-15-6 The RIF Review Request may be submitted, within the time period specified in Article 26-15-4, by: (1) hand-delivering it to the Clark County School District, Support Staff Personnel Services, Room 108, 2832 East Flamingo Road, Las Vegas, NV 89121; (2) mailing it (with a return receipt) to the same address; (3) emailing it to 0031-supportstaff@nv.ccsd.net; or (4) faxing it to (702) 799-5488. The date of the submission shall be: (1) for hand-delivery, the date CCSD stamps its confirmation of receipt; (2) for mailing, the date of the postmark; (3) for faxing, the date of the fax confirmation; and (4) for emailing, the date the email is shown to have been sent.
- 25-15-7 Upon receipt of a RIF Review Request, CCSD will investigate the dispute and make a determination within twenty (20) Days of the date of receipt of the request, unless unusual circumstances require an extension. If an extension is determined to be needed, CCSD will send notice of the

extension and reasons therefore to the RIF'd Employee, or the RIF'd Employee's representative if the request was submitted by the representative. CCSD will provide its determination in writing and deliver it, as indicated on the RIF Review Request, to the RIF'd Employee, or the RIF'd Employee's representative if the request was submitted by the representative. A RIF'd Employee or his/her representative will be deemed to be in receipt of the determination three (3) business days after the determination is mailed, on the date of the fax confirmation, or on the date the determination is emailed.

- 25-15-8 If after receiving CCSD's determination, the RIF'd Employee or his/her representative desires to have a meeting to further discuss the dispute, the RIF'd Employee or his/her representative shall mark the appropriate box on the determination and submit the same to CCSD within ten (10) Days of receipt of the determination. Submission of a request for meeting shall be in the same manner described in Paragraph 8 above. Upon receipt of a request, CCSD will schedule the meeting within ten (10) Days of the date of receipt, unless unusual circumstances require an extension. If an extension is determined to be needed, CCSD will send notice of the extension and reasons therefore to the RIF'd Employee, or the RIF'd Employee's representative if the request was submitted by the representative.
- 25-15-9 If CCSD determines that a RIF'd Employee was improperly placed or denied a proper placement and an appropriate, authorized, and approved vacancy exists, CCSD will immediately place the employee in that vacancy and pay the RIF'd Employee back pay for the difference between the position to which he/she was incorrectly placed and the position to which he/she should have been placed. A vacancy is "appropriate" for an employee if the employee previously held the position or is in the position's Qualified Selection Pool and presently has all necessary minimum qualifications for the position, a vacancy is "authorized" if it is funded by any source, and a vacancy is "approved" if the CCSD Human Resources Division determines that it is a position that will be filled. Any determination that a position will not be filled must be based upon a legitimate business reason.
- 25-15-10 If CCSD determines that a RIF'd Employee was improperly placed or denied a proper placement and no appropriate, authorized, and approved vacancy exists, CCSD will pay the RIF'd Employee back pay for the difference between the position in which he/she was incorrectly placed and the position in which he/she should have been placed, and "star-rate" the RIF'd Employee's rate of pay to what it should be had the RIF'd Employee been properly placed, until the RIF'd Employee is placed in an appropriate, authorized, and approved vacancy.
- 25-15-11 If CCSD determines that a RIF'd Employee was properly placed, the matter may be submitted to arbitration pursuant to Article 4-6(j), "Step Three," of the Negotiated Agreement between CCSD and ESEA.

ARTICLE 26
Use of Private Vehicles

- 26-1 Mileage payments shall be granted Education support Employees covered by this Agreement in accordance with the Clark County School District administrative regulation pertaining to "Travel by District Employees."

ARTICLE 27
Public Employees Retirement System

- 27-1 Continuing the provision begun with the Agreement for School Year 1975-76, the School District agrees to pay, beginning with the first day of this Agreement and for the term thereof, the standard Employee and/or employer contribution to social security and Medicare as required. Further the district shall account for and forward to PERS payments provided by the employee and employer as required by this agreement, for each Employee covered by this Agreement.

- 27-2 Notwithstanding any other provision of this Agreement, the Employee share of any future PERS rate increase shall be paid by the Employee, which will be done by reducing the salary schedule the equivalent of one-half (½) of the total PERS rate increase on the effective date of the PERS rate increase unless the parties agree to a different method for payment of the Employee share of the rate increase through negotiations, which may occur after implementation of the salary schedule reduction. Should PERS decrease the contribution rate, the Employees' share of the decrease (1/2) will be applied to the salary schedule.

For the July 1, 2023, Nevada PERS rate increase, the "in lieu of equivalent basic salary increase or cost of living increase," option will be utilized on the 2023 Contribution Rate Change Certification declaration.

ARTICLE 28
General Savings Clause

- 28-1 It is not the intent of either party hereto to violate any laws of the State of Nevada or of the United States. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contravention of any such laws, they will enter into immediate negotiations thereon. The remainder of the Agreement shall remain in full force and effect.

ARTICLE 29
No Strikes/Work Stoppages

- 29-1 It is hereby agreed by the Association that there will be no strikes, stoppages of work or slowdown of the operation of the School District during the term of this Agreement.

ARTICLE 30
Discrimination Clause

- 30-1 The Association agrees that membership in the Association shall be open to all Regular Status Employees of the District regardless of race, color, religion, national origin, sex, marital status, political affiliation, age, or disability. The District will do nothing to discourage or encourage Employees from membership in the Association.

- 30-2 No person, persons or agencies responsible to the District nor the Association and its officers and members shall discriminate for or against any Employee on the basis of race, religion, color, national origin, sex, disability, marital status, Employee organization or political affiliation, age or for the purposes of evading the spirit of the Agreement. The District and the Association agree to abide by the provisions of applicable federal, state and local laws and executive orders regarding these matters.
- 30-3 All Employees have a right to work in an environment free of unlawful discrimination, including sexual harassment. Since statutory remedies are available to address these concerns, the resolution of such disputes is outside the grievance and arbitration provision of this Agreement.

ARTICLE 31 Work Practices

- 31-1 Education support personnel covered by this Agreement and the Association agree not to use any District equipment during working hours that will benefit the Employee personally or in any way benefit the Association.
- 31-2 Subject to the provisions of the negotiated agreement, no Association business or activities shall be conducted during the education support Employee's working hours.
- 31-3 Parties agree that no education support Employee shall perform work of a personal nature for any administrator or for himself/herself during the Employee's working hours.
- 31-4 Parties agree that abuses by education support Employees of these prohibitive practices for personal gain and benefit may be grounds for disciplinary action.
- 31-5 No education support Employee, during the normal duty hours, will perform any work for other officially recognized bargaining agents or bargaining units or other Employee associations or groups.
- 31-6 The School District agrees to work with the Association in providing for compliance with NRS 391.273.
- 31-7 It is the School District's intention that work rules, policies, and procedures are to be interpreted and applied uniformly to all Employees under similar circumstances.

ARTICLE 32 Progressive Discipline

- 32-1 The continued employment of a regular-status Employee is contingent upon proper performance of assigned duties and personal fitness. A Regular Status Employee may be issued disciplinary action up to and including suspension, demotion and/or dismissal for just cause. The District recognizes employees' rights emanating from NLRB v. J. Weingarten, Inc. 420 U.S. 251, and will not commence or continue an interview with an employee if the employee believes the interview could lead to disciplinary action and the employee asks for their union representative be present.
- 32-2 The District agrees that principles of progressive discipline will be followed. Disciplinary actions may range from a written warning to formal dismissal. When

extraordinary circumstances are involved, an Employee may be suspended immediately, without prior notice or an administrative evidentiary hearing.

32-2-1 Any behavior that results in a rating of not satisfactory on a written evaluation or direction for change shall be called to the Employee's attention in writing within twenty-five (25) Days (as defined in Article 1-12) after the observation. It is recognized that such written direction may refer to previously given verbal warning(s) in recognition of the need to preserve the progressive discipline model. In the event the Employee or the Association requests in writing, and the School District agrees, in writing, to postpone an investigatory interview regarding the behavior, the twenty-five (25) Day period shall be tolled during the pendency of the postponement.

32-2-2 The steps of formal discipline are:

1. Written Warning
2. Written Reprimand
3. Suspension of three (3) Days or less
4. Suspension of four (4) Days or more
5. Demotion
6. Dismissal

A documented Oral Warning or Summary of Conference is considered coaching and counselling and is not formal discipline. Documentation of an Oral Warning or Summary of Conference remains in a supervisory file and is not included in an employee's personnel file. Employees will be provided a minimum of two (2) Days written notice of a mandated investigatory interview. Effective August 1st of each school year, the previous school years documented Oral Warning or Summary of Conference are removed from the supervisory file.

32-3

Written Reprimand

- A. In the event that a written reprimand is issued, a copy will be given to the Employee not later than twenty-five (25) calendar days after the infraction. A copy shall also be placed in the Employee's personnel file. In the event the Employee or the Association requests in writing, and the School District agrees, in writing, to postpone an investigatory interview regarding the infraction, the twenty-five-day period shall be tolled during the pendency of the postponement. Further, in the event of a serious infraction or an infraction that has been or is being investigated by law enforcement or a government entity other than the School District, the twenty-five-day period does not apply. For purposes of this Article a serious infraction is conduct that would: constitute a crime or other violation of state or federal law; or, adversely affects the physical or mental health or safety of a student.
- B. The Appropriate Administrator shall meet with the Employee to discuss the reprimand. Pursuant to Article 23-3, the Employee may submit a written response to this document.

32-4 Suspension of Three Days or Less

- A. A suspension of three (3) days or less without pay may be made by the Appropriate Administrator or designee.
- B. If a serious offense is witnessed by the suspending authority, the Employee may be suspended immediately after the Employee has been granted an opportunity to explain what occurred to the suspending authority.
- C. If the suspending authority is not a witness to the Employee's alleged misconduct, the Employee shall be given an oral statement of the charge and afforded an opportunity to explain the alleged misconduct at an informal meeting with the suspending authority and those persons necessary to prove cause.
- D. A written report of disciplinary action shall be completed by the suspending authority not later than twenty-five (25) days after the infraction. The written report will be signed by the Employee, acknowledging receipt of the report only, and transmitted to the Human Resources Division for inclusion in the Employee's personnel file. In the event the Employee or the Association requests in writing, and the School District agrees, in writing, to postpone an investigatory interview regarding the infraction, the twenty-five-day period shall be tolled during the pendency of the postponement. Further, in the event of a serious infraction or an infraction that has been or is being investigated by law enforcement or a government entity other than the School District, the twenty-five-day period does not apply. For purposes of this Article a serious infraction is conduct that would: constitute a crime or other violation of state or federal law; or, adversely affects the physical or mental health or safety of a student.
- E. Except in extraordinary circumstances, a notice of intended disciplinary action, complying with Section 32-4(D) of this Article, shall be transmitted to the Employee and to the Human Resources Division prior to suspension.

32-5 Notice of Intent to Suspend for Four or More Days, to Demote or to Dismiss

- A. Such notice of intended disciplinary action pursuant to this section shall be sent to a regular status Employee by certified mail or shall be delivered in person not later than twenty-five (25) calendar days after the infraction. In the event the Employee or the Association requests in writing, and the School District agrees, in writing, to postpone an investigatory interview regarding the infraction, the twenty-five-day period shall be tolled during the pendency of the postponement. Further, in the event of a serious infraction or an infraction that has been or is being investigated by law enforcement or a government entity other than the School District, the twenty-five-day period does not apply. For purposes of this Article a serious infraction is conduct that would: constitute a crime or other violation of state or federal law; or, adversely affects the physical or mental health or safety of a student.
- B. The notice shall contain the following information:
 - 1. A statement of the specific charge or charges brought against the Employee.

2. A statement that the Employee has the right to appeal the action as outlined in the grievance procedure of this Agreement
3. A statement indicating that the Employee shall have the right to:
 - (a) Be assisted or represented by an Association Representative or another representative of the Employee's choice.
 - (b) Present evidence and witnesses.
 - (c) Examine witnesses and compel attendance and testimony of district Employees or receive evidence in the possession of the District pursuant to the Nevada Rules of Civil Procedure.
 - (d) Request that the proceedings be recorded for future transcription.
 - (e) Be informed of the proposed length of suspension, if appropriate.
 - (f) Be informed of the proposed classification to which the Employee may be demoted, the new salary rate, the immediate supervisor or Appropriate Administrator, and the job location, if appropriate.
 - (g) A statement indicating that the Employee's signature does not suggest agreement with the contents of the notification, but merely signifies that the Employee has read the notice.

32-6

Suspensions of Four Days or More

- A. A Regular Status Employee may be suspended without pay up to a maximum of ten (10) Days by the administrator in charge of the division or a designated representative.
- B. Except in extraordinary circumstances, a notice of intended disciplinary action, complying with Section 32-5 of this Article, shall be transmitted to the Employee and to the Human Resources Division prior to suspension.
- C. The notice shall be served on the Employee at least the same number of days prior to the administrative evidentiary hearing as the number of days for which the suspension is sought or ten (10) Days, whichever is less.
- D. A suspension shall not be effective until a decision has been reached as a result of an administrative evidentiary hearing.
- E. The Superintendent's designee shall preside at the hearing and shall render a written decision within three (3) Days.
- F. When extraordinary circumstances are involved, the Employee may be suspended immediately without prior notice or an administrative evidentiary hearing.

(1) The notice and hearing shall be provided as soon as possible after the suspension has been effected, consistent with this Article.

(2) Extraordinary circumstances include but are not limited to acts, which are criminal in nature, which involve the welfare or safety of the staff or the public, or which endanger District property.

G. Suspensions may be for consecutive Days and will not include more than two Days in an employee's work week.

32-7 Unpaid Leave Pending Investigation/Indefinite Suspension

- A. After reviewing the matter with the Employee, the Superintendent's designee may immediately place a Regular Status Employee on unpaid leave following the arrest or initiation of an investigation of the Employee by law enforcement or a government entity other than the School District, into the following allegations: conduct that adversely affects the physical or mental health or safety of a student (including but not limited to, sexual or physical contact with a student or child); felony arrest, charge, or conviction; intentional dishonesty with the District assuming the burden of proof of the intentional act by the employee, possession of a firearm or deadly weapon on District property as defined in NRS 200.265; crimes of moral turpitude; conduct that would constitute a crime or other violation of state or federal law which has an impact on the employee's position, or drug or alcohol-related offenses, which impacts the employee's ability to perform their duties. The unpaid leave will continue pending resolution of the charge or conclusion of the investigation by appropriate authorities.
- B. After reviewing the matter with the Employee, the Superintendent's designee may immediately suspend a Regular Status Employee, without pay, and indefinitely if an Employee fails to maintain a required license, certification or other prerequisite for the Employee's position. The indefinite suspension will continue pending the Employee obtaining the requisite license, certificate or satisfying the other prerequisite for the Employee's position that caused the suspension.
- C. If dismissal or demotion is recommended at the conclusion of the unpaid leave pending investigation or indefinite suspension, the Superintendent's designee may continue the Employee on unpaid leave or suspension, pending the proposed action, upon compliance with the notice procedures contained in Article 32-5.
- D. If at the conclusion of the investigation the Employee is determined to not have engaged in any crime, violation of state or federal law, or misconduct per the provisions of Section A above, that caused the unpaid leave, the Employee will receive back pay for the time the Employee was placed on unpaid leave pending investigation. If the employee receives disciplinary action of a written warning for the misconduct that led to the unpaid leave, the employee shall receive all back pay and benefits for the time the employee was off work. If the employee receives disciplinary action of a suspension for the misconduct that led to the unpaid leave, the employee will normally receive back pay and benefits less the length

of the suspension after review of the facts and previous District action in similar circumstances by the Chief Human Resources Officer or their designee.

- E. In the case of an Employee who waives the right to a speedy trial for any criminal charges while on unpaid leave pending investigation, back pay and interest is capped at twelve (12) months.
- F. If the investigation results in a sustained dismissal of the Employee, the Employee shall not be entitled to back pay for any of the time the Employee was on unpaid leave pending investigation, regardless of the length of such leave.

32-8 Involuntary Demotion

- A. Prior to the demotion of an Employee, a notice of intended disciplinary action, in compliance with Section 32-5 of this Article, shall be transmitted to the Employee and to the Human Resources Division.
- B. No demotion shall be made as a disciplinary action if an Employee in a lower class will be laid off by reason of the action.
- C. The proposed demotion shall not become effective until the conclusion of the administrative evidentiary hearing conducted by the Superintendent's designated representative.
- D. A written decision of the administrative evidentiary hearing shall be rendered within three (3) Days.
- E. An Employee who is involuntarily demoted as a disciplinary measure shall be placed on the step of the salary range that the Employee would have achieved in the position to which the Employee is demoted.

32-9 Dismissal

- A. Prior to dismissal, a notice of proposed disciplinary action, in compliance with Section 32-5 of this Article shall be transmitted to the Employee and to the Human Resources Division.
- B. The Employee may be suspended pending dismissal proceedings.
- C. The Appropriate Administrator will present the dismissal recommendation to the Superintendent's designated representative.
- D. An administrative evidentiary hearing shall be held no sooner than ten (10) calendar days from receipt of the notice to recommend dismissal nor later than thirty (30) calendar days from receipt. The parties may waive these time limits by written agreement.
- E. The Superintendent's designee shall preside at the dismissal hearing and shall consider all evidence as to the facts and circumstances surrounding the allegation contained in the notice of proposed disciplinary action.
- F. A written decision must be issued within five (5) Days of the conclusion of the hearing. It must state the facts and conclusions, which support the decision.

32-10 Appeal of Disciplinary Actions

- A. Regular Status Employees may appeal any disciplinary actions through the regular grievance procedure outlined in Article 4 of this Agreement.
- B. Disciplinary actions of suspensions, demotions, or dismissals sustained by the hearing(s) defined in 32-5 and 32-6 may be appealed by the Association. Such appeals will begin at Step 2 and be subject to the Arbitration Procedure (Article 4-6).

32-11 Document Removal

- A. An Employee who receives a disciplinary document, in the Employee's personnel file and who does not subsequently receive any other disciplinary document, may submit a written request to have the disciplinary document removed from their personnel file as follows:
 - (1) Written Warning: one day following one (1) year after the date of issuance.
 - (2) Written reprimand: one day following eighteen (18) months after the date of-issuance.
 - (3) Suspension: one day following two (2) years after the date of-issuance.

**ARTICLE 33
Special Conditions**

33-1 Clothing Allowance

Any Employee required by the Clark County School District to wear special clothing in performance of his/her duty will receive either special clothing or an appropriate allowance, mutually agreed to by the parties, to purchase clothing that meets the specifications of the District.

- 33-1-1 Food Service employees, excluding those in an office/clerical setting, will be eligible to receive an \$80 shoe allowance annually, commencing after the completion of their probationary period and continuing on an annual basis thereafter. The shoe allowance is provided to assist eligible employees in purchasing appropriate footwear required for their roles within the food service department, ensuring compliance with safety and hygiene standards.

33-2 Application Process for Summer Temporary Assignments

The District will advertise summer temporary assignments internally before seeking out-of-District applicants. First consideration for summer temporary job assignments will be provided to regular status support staff employees in the relevant job family.

33-3 Bus Driver Guarantee

Nine- (9) or eleven- (11) month bus drivers are guaranteed at least six (6) hours of work each School Day. If a six- (6) hour Employee is assigned to an extra duty, there will be no additional compensation, unless the length of the additional assignment

causes the driver to work more than six- (6) hours. If the assignment causes the driver to work beyond the six (6) hour guarantee, that driver shall be paid at his/her regular rate of pay for the additional time in excess of six (6) hours.

Drivers who have less than a six (6) hour driving assignment will be required to clean their bus or perform other duties within the scope of their normal tasks relating to transportation services within their six (6) hours assigned work day.

33-3-1 Paid hours for bus drivers who are assigned less than five (5) days per week will be pro-rated at the rate of six (6) hours per day.

33-3-2 A summer assignment may be bid by current nine- (9) month and nine- (9) month modified bus drivers provided there is no conflict in the nine- (9) month or the nine- (9) month modified schedules and the summer assignment. Bus drivers successfully bidding for summer assignments shall receive the six- (6) hour guarantee for four (4) work days during each week of the assignment. If a scheduled driver's service requires a fifth day, a three-hour guarantee will apply.

Summer substitute drivers who are called in shall receive a guaranteed three- (3) hour day. Article 15-1 does not apply to summer substitute drivers.

Eleven- (11) month bus drivers with year-round school assignments shall receive the six- (6) hour guarantee during the periods that nine- (9) month schools are unassigned.

33-3-3 A period of one (1) hour or less of waiting time between assigned runs shall be included as paid driving time.

33-4 The District has twenty-five (25) Days from the students' first day of school to adjust a regular bus driver's total paid time, and thirty (30) Days from the students' first day of school to adjust a special education bus driver's total paid time. If a bus driver's total paid time is reduced after these dates, the bus driver will still be entitled to be paid the total paid time and will be utilized as indicated in Article 33-3. A bus driver's total paid time is the original bid time, unless an adjustment is formally approved by the Scheduling Analyst and the driver is issued a formal adjustment document.

33-5 Tool Allowance

Automotive mechanics, parts re-builders, mechanic assistants, and automotive painters shall receive a seventy-five dollars (\$75.00) per month tool allowance. Automotive mechanic leaders, automotive workers, radiator repairers, and tire inspector/repairers shall receive twenty-two dollars (\$22.00) per month tool allowance.

33-6 Remote Pay

Full-time education support Employees assigned to remote or isolated areas that are currently receiving remote pay will be grandfathered to receive that compensation until they leave the District or accept a different position. These grandfathered employees shall receive an incentive allotment in addition to their regular salary. Following are the rates:

Indian Springs	1,200
Goodsprings	1,600
Searchlight	1,600
Spring Mountain	1,200
Moapa Valley	1,200
Virgin Valley	1,200
Sandy Valley	1,600
Laughlin	2,000
Mount Charleston	1,200
Calville Bay (resident only)	1,200

33-7 Commercial Driver's License (CDL)

The District shall reimburse all renewal fees to Employees who are required to possess a CDL.

33-8 The School District recognizes that staff development is important for all Employee groups, including support staff Employees.

33-9 An Employee may utilize annual leave, personal leave, compensatory time, or a flexible day on those days assigned to work but which may be changed to a non-assigned day at the specific assigned worksite by the District including staff development days. Time available for use is restricted to that time actually assigned as an Employee. Use of such leave must be in accordance with the appropriate provisions of this Agreement. This shall not prevent the District from assigning an Employee to another work location on a day, which has been changed from an assigned day to a non-assigned day. This Article 33-10 also applies to probationary Employees.

33-10 Title I Paraprofessionals

- a. A career ladder for Title I paraprofessionals required to meet the standards of NCLB will be maintained with four steps, based upon the State of Nevada standard for highly qualified status.
- b. It is recognized that it is the District's intent to provide funds for tuition and books or test fees whenever federal funds are available for such purposes.

33-11 Transportation Aide Route Assignments

33-11-1 It is the District's intention that as a general rule, daily transportation aide at each bus yard shall be based on seniority.

33-11-2 The provisions of Article 33-11 are not subject to the grievance process; however, a transportation aide who believes that a route assignment did not properly account for his or her seniority may appeal the route assignment to the appropriate Transportation Administrator for the assigned bus yard.

33-11-3 A Transportation Aide-Special Education who promotes to a Bus Driver or Special Education Bus Driver position will be placed based on the hire date

to the position in the applicable seniority list utilized by Bus Drivers and/or Special Education Bus Drivers to bid bus routes. A Bus Driver or Special Education Bus Driver who demotes to a Transportation Aide-Special Education position will be placed based on the hire date to the position in the applicable seniority lists utilized at bus yards to assign Transportation Aides-Special Education to bus routes.

33-12 **Fingerprinting**

As required by Nevada Law, Employees must be fingerprinted once every five (5) years. For the term of this Agreement and the School District and its police department will waive any fees or cost for such fingerprinting.

ARTICLE 34
Safety and Health

34-1 The District will provide safe, healthy working conditions for all Employees of the bargaining unit in accordance with applicable safety laws and regulations.

34-2 The District will provide first aid supplies and necessary supplies needed for universal precautions in accordance with applicable safety laws and regulations.

35-3 Employees shall comply with all District safety regulations and procedures.

34-4 Disputes arising under this Article shall be grievable only to the extent that there are no city, county, state, or federal agencies that have jurisdiction over the safety laws in question.

34-5 For purposes of this Article, an "incident" is defined as an accident, a "near" accident, or an identified hazard which constitutes a serious threat to the health or safety of an Employee of the District or a student under the control of the District.

34-6 The Employee shall report any incident to the Immediate Supervisor as prescribed by the District's Safety Advisory Group.

34-7 Four (4) representatives shall be appointed to the District's Safety Advisory Group by the ESEA.

34-7-1 The Safety Advisory Group shall seek to improve safety and health practices and procedures district-wide.

34-7-2 The Safety Advisory Group shall determine the structure and aims of the Safety Advisory Committees.

34-7-3 The Safety Advisory Group shall draft, pilot, and critique an incident reporting system prior to May 1988.

34-8 Each incident shall be investigated so that appropriate action can be taken within a reasonable time, not to exceed sixty (60) Days.

- 34-9 The District recognizes that to effectively serve the health care needs of students, first aid safety assistants are essential in the distribution of prescribed medication or assistance in other health care areas.

Until the allocation of first aid safety assistants in every school is realized, the District and the Association recognize that all Employees may be asked to assist in this process. One Employee at every worksite may be designated as the primary dispenser of medication.

For the initial placement of first aid safety assistants and as the allocation of first aid safety assistants is realized as a result of funding, the Association will provide input to the District.

ARTICLE 35 Request for Information

- 35-1 The parties to this Agreement shall make all relevant information available to each other within a reasonable time of its request. If the party has documents containing the information requested, these will be provided. In the event that documents containing the requested information are not available, reasonable access to files containing the needed information shall be permitted. Both parties agree to pay reasonable costs for collecting information.

- 35-2 Requests for information shall be made in accordance with NRS 288.180.

- 35-3 When the School District hires an Employee, as defined in Article 1-8 of this Agreement, it shall promptly provide the Association with the Employee's name, contact information, job title and work location.

ARTICLE 36 Transfer

- 36-1 The intent of this Article is to facilitate the transfer of education support Employees as provided in NRS 288 when such transfers are necessary or requested.

- 36-2 Assignment is defined as the work location for the Employee.

- 36-3 A voluntary transfer is initiated by the Employee.

- 36-3-1 All vacancies for support staff positions, including new positions, will be posted within the District for a minimum of two (2) working days.

- 36-3-2 Posting of vacancies will not begin or end during winter or spring breaks.

- 36-3-3 Lateral voluntary transfers will be limited to one (1) per school year. Lateral voluntary transfers do not include those transfers which will result in an increase in hours, months or range.

- 36-3-4 Vacancy announcements will include the eligibility criteria and selection process for each position.

- 36-3-5 The School District recognizes that it is desirable, when making transfer decisions, to consider the interests and aspirations of its employees. In

considering requests for transfers, the relevant administrator may consider among other criteria: previous experience; performance evaluations; service to the District; and related job training.

- 36-4 An involuntary transfer is initiated by the District.
- 36-5 Involuntary transfers may be initiated due to decline in enrollment, the closing of a school, a change in formula allocation, a change in program, or any other condition that would require reducing the number of education support Employee assigned to a school, work location, or to a program within a school.
- 36-6 Employees whose assignment requires services to be provided to the district-at-large or at multiple work locations are exempt from the provisions of this Article.
- 36-7 For purposes of this Article, seniority is defined as the length of service in the current job classification. The Employee at the work site with the least seniority in the job classification to be affected will be identified for involuntary transfer.
- 36-8 A non-returning position is defined as a job classification at a particular site or within a particular program that must be authorized each School Year.
- 36-9 Education support Employees shall not be transferred because of the transfer of an administrator or supervisor unless the transfer is voluntary and unless the transfer is to a vacant position.
- 36-10 No transfer shall be initiated or imposed for disciplinary reasons.
- 36-11 No change shall take place in the hourly rate of pay of an education support Employee upon transfer unless the transfer is a result of a demotion.
- 36-12 An Employee may initiate a voluntary transfer by contacting the Appropriate Administrator where the advertised vacancy exists.
- 36-13 A request for voluntary transfer will be considered when a vacancy exists in the same job classification.
- 36-14 In the event it is necessary to involuntarily transfer an Employee the following procedure shall be used:
- 36-14-1 The Appropriate Administrator shall review the needs of the school, department, or program.
 - 36-14-2 The Employee with the least seniority as defined in Article 36-7 will be transferred.
 - 36-14-3 In the event that there is no vacancy available, the provisions of Article 25, Reduction in Force, will apply.
- 36-15 An Employee who serves in a non-returning position is exempt from the provisions of this Article except as otherwise provided.

- 36-16 In instances where a reduction in personnel is necessary, Employees may be transferred voluntarily to a position in the same classification or a similar or related classification at the then current rate of pay for the classified position to which reassigned.
- 36-17 An internal staffing adjustment may be made by reassigning an Employee within a job classification within the District.
- 36-18 An Employee may be reassigned to any work location for up to thirty (30) days in response to temporary requirements for work.
- 36-19 The safety, welfare, and security of students, staff, public, and district property may necessitate a transfer initiated by the District.
- 36-20 Disputes involving the interpretation and implementation of this Article shall be subject to the Expedited Arbitration Procedure (Article 4-18).
- 36-21 A reassignment of an industrially injured Employee as defined in NRS 616 and NRS 617 will not be deemed a transfer or involuntary demotion under this Article.
- 36-22 An occupationally injured Employee returning from a medical leave of absence, and who is able to perform the essential tasks of the position with or without reasonable accommodation he or she held prior to the injury, shall have priority placement to that job. Should the job not be vacant, the Employee will have priority placement to the next available opening for which the Employee is qualified.
- 36-23 The Association will be notified prior to placement of any occupationally injured Employee.

ARTICLE 37

Term of Agreement

- 37-1 This Agreement shall remain in effect until the 30th day of June, 2025 and shall continue from year to year thereafter. In the event the parties commence negotiations for a successor agreement, then this Agreement shall remain in full force and effect until such successor agreement is ratified.
- 37-2 This Agreement shall immediately terminate in the event recognition is withdrawn and sustained after all avenues of appeal have been exhausted in accordance with NRS.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 6th day of August, 2023.

CLARK COUNTY SCHOOL DISTRICT

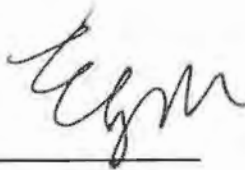

Dr. Jesus E. Jara
Superintendent of Schools

Date: _____



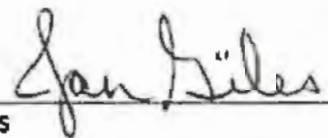
Irene Bustamante Adams
Board of Trustees, Clerk

Date: _____


Evelyn Garcia Morales
Board of Trustees, President

Date: _____

EDUCATION SUPPORT EMPLOYEES ASSOCIATION


Jan Giles
President

Date: 11/29/23


Chris Urbanski
Vice President

Date: 12-2-23

CLARK COUNTY SCHOOL DISTRICT
SUPPORT PROFESSIONAL PAY GRADES AND HOURLY RATES

PERS Increase of 3.75% (CCSD assumes Employee burden of 1.875%) and Salary Increase of 6.775%

2023-2024

Pay Grade	B1	C1	D1	E1	F1	G1	H1	I1
40				\$15.00	\$15.65	\$16.42	\$17.28	\$18.13
41			\$15.00	15.65	16.42	17.28	18.13	19.05
42		\$15.00	15.65	16.42	17.28	18.13	19.05	19.99
43	\$15.00	15.65	16.42	17.28	18.13	19.05	19.99	20.98
44	15.65	16.42	17.28	18.13	19.05	19.99	20.98	22.03
45	16.42	17.28	18.13	19.05	19.99	20.98	22.03	23.14
46	17.28	18.13	19.05	19.99	20.98	22.03	23.14	24.28
47	18.13	19.05	19.99	20.98	22.03	23.14	24.28	25.50
48	19.05	19.99	20.98	22.03	23.14	24.28	25.50	26.78
49	19.99	20.98	22.03	23.14	24.28	25.50	26.78	28.11
50	20.98	22.03	23.14	24.28	25.50	26.78	28.11	29.54
51	22.03	23.14	24.28	25.50	26.78	28.11	29.54	31.01
52	23.14	24.28	25.50	26.78	28.11	29.54	31.01	32.58
53	24.28	25.50	26.78	28.11	29.54	31.01	32.58	34.17
54	25.50	26.78	28.11	29.54	31.01	32.58	34.17	35.89
55	26.78	28.11	29.54	31.01	32.58	34.17	35.89	37.67
56	28.11	29.54	31.01	32.58	34.17	35.89	37.67	39.58
57	29.54	31.01	32.58	34.17	35.89	37.67	39.58	41.57
58	31.01	32.58	34.17	35.89	37.67	39.58	41.57	43.63
59	32.58	34.17	35.89	37.67	39.58	41.57	43.63	45.82
60	34.17	35.89	37.67	39.58	41.57	43.63	45.82	48.09
61	35.89	37.67	39.58	41.57	43.63	45.82	48.09	50.49
62	37.67	39.58	41.57	43.63	45.82	48.09	50.49	53.01
63	39.58	41.57	43.63	45.82	48.09	50.49	53.01	55.66
64	41.57	43.63	45.82	48.09	50.49	53.01	55.66	58.45
65	43.63	45.82	48.09	50.49	53.01	55.66	58.45	61.36

Effective 8-13-23 (9-6-23 Check)

CLARK COUNTY SCHOOL DISTRICT
SUPPORT PROFESSIONAL PAY GRADES AND HOURLY RATES

2% Increase

Fiscal Year 2025

Pay Grade	B1	C1	D1	E1	F1	G1	H1	I1
40				\$15.30	\$15.96	\$16.75	\$17.63	\$18.49
41			\$15.30	15.96	16.75	17.63	18.49	19.43
42		\$15.30	15.96	16.75	17.63	18.49	19.43	20.39
43	\$15.30	15.96	16.75	17.63	18.49	19.43	20.39	21.40
44	15.96	16.75	17.63	18.49	19.43	20.39	21.40	22.47
45	16.75	17.63	18.49	19.43	20.39	21.40	22.47	23.60
46	17.63	18.49	19.43	20.39	21.40	22.47	23.60	24.77
47	18.49	19.43	20.39	21.40	22.47	23.60	24.77	26.01
48	19.43	20.39	21.40	22.47	23.60	24.77	26.01	27.32
49	20.39	21.40	22.47	23.60	24.77	26.01	27.32	28.67
50	21.40	22.47	23.60	24.77	26.01	27.32	28.67	30.13
51	22.47	23.60	24.77	26.01	27.32	28.67	30.13	31.63
52	23.60	24.77	26.01	27.32	28.67	30.13	31.63	33.23
53	24.77	26.01	27.32	28.67	30.13	31.63	33.23	34.85
54	26.01	27.32	28.67	30.13	31.63	33.23	34.85	36.61
55	27.32	28.67	30.13	31.63	33.23	34.85	36.61	38.42
56	28.67	30.13	31.63	33.23	34.85	36.61	38.42	40.37
57	30.13	31.63	33.23	34.85	36.61	38.42	40.37	42.40
58	31.63	33.23	34.85	36.61	38.42	40.37	42.40	44.50
59	33.23	34.85	36.61	38.42	40.37	42.40	44.50	46.74
60	34.85	36.61	38.42	40.37	42.40	44.50	46.74	49.05
61	36.61	38.42	40.37	42.40	44.50	46.74	49.05	51.50
62	38.42	40.37	42.40	44.50	46.74	49.05	51.50	54.07
63	40.37	42.40	44.50	46.74	49.05	51.50	54.07	56.77
64	42.40	44.50	46.74	49.05	51.50	54.07	56.77	59.62
65	44.50	46.74	49.05	51.50	54.07	56.77	59.62	62.59

SUPPORT PROFESSIONAL JOB TITLE AND PAY GRADE LISTING

Title	ClassCode	Grade /Range	Hourly Min	Hourly Max
21st Century Community Learning Center (CLC) Grant - After School Site Manager	4201	50	\$20.98	\$29.54
Absence Management Specialist	2121	56	\$28.11	\$39.58
Accessible Instructional Materials Assistant	0300	46	\$17.28	\$24.28
Accountant	2040	56	\$28.11	\$39.58
Accounting Specialist	4102	55	\$26.78	\$37.67
Accounts Payable Supervisor	2027	54	\$25.50	\$35.89
Accounts Payable Technician	2016	49	\$19.99	\$28.11
Administrative Clerk	0200	50	\$20.98	\$29.54
Administrative Computer Services Specialist	1446	56	\$28.11	\$39.58
Administrative School Secretary	0320	50	\$20.98	\$29.54
Administrative Secretary I	0240	51	\$22.03	\$31.01
Administrative Secretary II	0250	52	\$23.14	\$32.58
Administrative Secretary III	0251	54	\$25.50	\$35.89
Air Quality Management Technician I	2114	54	\$25.50	\$35.89
Application Administrator I	1506	54	\$25.50	\$35.89
Application Administrator II	1507	56	\$28.11	\$39.58
Applications Developer - COBOL / CICS	1532	59	\$32.58	\$45.82
Applications Developer I - ABAP/NETWEAVER	1461	59	\$32.58	\$45.82
Applications Developer II - ABAP/NETWEAVER	1460	63	\$39.58	\$55.66
Applications Developer II - Identity Management (IDM)	1427	63	\$39.58	\$55.66
Applications Manager	1508	64	\$41.57	\$58.45
Applications Manager - Payroll and Human Resources	1503	64	\$41.57	\$58.45
Applications Manager - Systems Applications and Products in Data Processing (SAP)	1504	64	\$41.57	\$58.45
Assistant Accountant	2050	50	\$20.98	\$29.54
Assistant Custodial Supervisor	8170	56	\$28.11	\$39.58
Assistant Grounds Equipment Technician	7091	46	\$17.28	\$24.28
Assistant Offset Shop Supervisor	1060	54	\$25.50	\$35.89
Assistive Technology Services Specialist	1449	56	\$28.11	\$39.58
Associate International Recruiter	4194	56	\$28.11	\$39.58
Associate Recruiter	4195	53	\$24.28	\$34.17
Attendance Officer	4000	50	\$20.98	\$29.54
Audio Visual Technician	7115	52	\$23.14	\$32.58
Autism Family Support and Intensive Behavior Technician I	4233	48	\$19.05	\$26.78
Autism Family Support and Intensive Behavior Technician II	4234	51	\$22.03	\$31.01
Autism Intervention Specialist I	0140	45	\$16.42	\$23.14
Autism Intervention Specialist II	0141	48	\$19.05	\$26.78
Basis Administrator I	1550	60	\$34.17	\$48.09
Basis Administrator II	1551	62	\$37.67	\$53.01
Benefits Accountant	2042	57	\$29.54	\$41.57
Benefits Analyst	3024	53	\$24.28	\$34.17
Benefits/Payroll Management Specialist	2122	56	\$28.11	\$39.58
Bilingual Translator / Interpreter	4248	51	\$22.03	\$31.01
Boiler Equipment Technician	7000	54	\$25.50	\$35.89
Boiler Equipment Technician - Entry-Level	7005	52	\$23.14	\$32.58
Braille Program Assistant	0176	45	\$16.42	\$23.14
Brailist	0170	52	\$23.14	\$32.58
Broadcast Captionist I	0176	47	\$18.13	\$25.50
Broadcast Captionist II	0177	52	\$23.14	\$32.58
Broadcast Captionist III	0178	56	\$28.11	\$39.58
Budget and Grant Specialist, Student Services Division	4103	57	\$29.54	\$41.57
Budget Assistant	4100	55	\$26.78	\$37.67
Building Engineer - Student Worker	7117	SW	\$11.25	\$11.25
Building Engineer I	7119	50	\$20.98	\$29.54
Building Engineer II	7120	52	\$23.14	\$32.58
Building Engineer III	7122	54	\$25.50	\$35.89
Building Engineer Supervisor	7550	58	\$31.01	\$43.63
Building Inspector-Site Manager	7701	62	\$37.67	\$53.01
Building Manager	8166	57	\$29.54	\$41.57
Bus Driver	6100	53	\$24.28	\$34.17
Bus Driver - Entry Level	6105	53-B	\$24.28	\$24.28
Bus Safety Inspector	6101	46	\$17.28	\$24.28
Bus Washer	6005	41	\$15.00	\$19.05
Business and Finance Intern (Steps B-E)	2041	51	\$22.03	\$31.01
Business Intelligence (BI) Analyst	1511	63	\$39.58	\$55.66
Business Intelligence (BI) Manager	1510	64	\$41.57	\$58.45

SUPPORT PROFESSIONAL JOB TITLE AND PAY GRADE LISTING

Business Services Specialist	0330	51	\$22.03	\$31.01
Business Systems Security Specialist I	1540	57	\$29.54	\$41.57
Business Systems Security Specialist II	1564	59	\$32.58	\$45.82
Buyer I	3081	49	\$19.99	\$28.11
Buyer II	3082	52	\$23.14	\$32.58
Buyer III	3084	54	\$25.50	\$35.89
Buyer IV	3086	57	\$29.54	\$41.57
CADD Technician I	7727	55	\$26.78	\$37.67
CADD Technician II	7728	57	\$29.54	\$41.57
CADD Technician III	7729	59	\$32.58	\$45.82
Campus Security Monitor	4170	52	\$23.14	\$32.58
Carpenter	7060	52	\$23.14	\$32.58
Carpet and Flooring Supervisor	7585	58	\$31.01	\$43.63
Carpet Cleaning Technician	8030	50	\$20.98	\$29.54
Central Kitchen Food Service Manager	5121	51	\$22.03	\$31.01
Central Kitchen Food Service Specialist	5002	43	\$15.00	\$19.65
Central Kitchen Food Service Supervisor	5281	57	\$29.54	\$41.57
Central Kitchen Food Service Worker	5003	41	\$15.00	\$19.05
Central Kitchen Steward	8039	43	\$15.00	\$19.65
Certified Occupational Therapy Assistant	4222	50	\$20.98	\$29.54
Chiller Technician I	7401	56	\$28.11	\$39.58
Chiller Technician II	7402	57	\$29.54	\$41.57
Civil & Landscape Q/A Construction Inspector / Manager	7309	58	\$31.01	\$43.63
Claims Examiner	2103	52	\$23.14	\$32.58
Claims Management Specialist	2100	57	\$29.54	\$41.57
Claims Manager	2098	60	\$34.17	\$48.09
Claims Technician	2102	48	\$19.05	\$26.78
Classification / Compensation Analyst	4285	57	\$29.54	\$41.57
Clerk Typist I	0110	40	\$15.00	\$18.13
Clerk Typist I - Bilingual	0115	40	\$15.00	\$18.13
Clerk Typist II	0116	42	\$15.00	\$19.99
Clerk Typist II - Bilingual	0117	42	\$15.00	\$19.99
Code Compliance Inspector / Site Manager	7700	59	\$32.58	\$45.82
Commissioning Technician I	7209	59	\$32.58	\$45.82
Communications Assistant	0306	49	\$19.99	\$28.11
Communications Equipment Installer / Repairer	7195	55	\$26.78	\$37.67
Communications Equipment Installer Assistant	7194	51	\$22.03	\$31.01
Compliance Analyst	0235	53	\$24.28	\$34.17
Computer Forensic Investigator	1650	62	\$37.67	\$53.01
Computer Operations Lead	1501	57	\$29.54	\$41.57
Computer Operations Manager	1411	62	\$37.67	\$53.01
Computer Systems Specialist	1330	51	\$22.03	\$31.01
Computer Technician - Entry Level	1552	52-B	\$23.14	\$23.14
Computer Technician I	1555	52	\$23.14	\$32.58
Computer Technician II	1556	55	\$26.78	\$37.67
Computer Technician III	1557	58	\$31.01	\$43.63
Construction Analyst / Contract Specialist	7714	58	\$31.01	\$43.63
Construction Compliance Clerk	7152	48	\$19.05	\$26.78
Construction Documents Clerk	7146	48	\$19.05	\$26.78
Construction Documents Manager	4260	56	\$28.11	\$39.58
Construction Estimator	7153	57	\$29.54	\$41.57
Construction Plans Examiner	7707	62	\$37.67	\$53.01
Construction Site Development Data Specialist	7147	50	\$20.98	\$29.54
Control Systems Technician	7200	55	\$26.78	\$37.67
Cross-Connection System Control Specialist	7032	56	\$28.11	\$39.58
Custodial Leader	8100	48	\$19.05	\$26.78
Custodial Supervisor	8160	57	\$29.54	\$41.57
Custodian	8040	46	\$17.28	\$24.28
Custodian - Student Worker	8042	SW	\$11.25	\$11.25
Data Processing Machine Operator	1326	46	\$17.28	\$24.28
Data Research - Assessment Analyst	1487	58	\$31.01	\$43.63
Data Research-Behavior Analyst	1488	58	\$31.01	\$43.63
Data Services Systems Integration Specialist	1489	61	\$35.89	\$50.49
Data Systems Operator	1482	48	\$19.05	\$26.78
Data Visualization Analyst I	1200	59	\$32.58	\$45.82
Data Visualization Analyst II - Data Focus	1201	63	\$39.58	\$55.66
Data Visualization Analyst II - Design Focus	1202	63	\$39.58	\$55.66
Database Administrator	1515	63	\$39.58	\$55.66
Database Analyst III - Special Education Management Systems (SEMS)	1521	62	\$37.67	\$53.01
Database Analyst III (Web-based)	1518	62	\$37.67	\$53.01
Database Analyst III (Web-Based) Assessment and Accountability	1519	62	\$37.67	\$53.01
Database Services Specialist	1526	56	\$28.11	\$39.58

SUPPORT PROFESSIONAL JOB TITLE AND PAY GRADE LISTING

Demographic Specialist	4300	57	\$29.54	\$41.57
Digital/Visual Media and Graphic Artist II	1125	55	\$26.78	\$37.67
Dispatcher	4150	47	\$18.13	\$25.50
Distribution Specialist I	3021	50	\$20.98	\$29.54
District Budget Management Specialist	4104	56	\$28.11	\$39.58
Document Control Specialist	4404	54	\$25.50	\$35.89
Document Request Specialist	0284	48	\$19.05	\$26.78
Drafter	7720	55	\$26.78	\$37.67
Drafter - Student Worker	7721	SW	\$11.25	\$11.25
Drafting and Records Manager	7719	58	\$31.01	\$43.63
Duplicating Equipment Technician	7131	53	\$24.28	\$34.17
EDP Operations Manager	1505	62	\$37.67	\$53.01
Educational Interpreter I	4240	46	\$17.28	\$24.28
Educational Interpreter II	4241	53	\$24.28	\$34.17
Educational Interpreter III	4242	54	\$25.50	\$35.89
Educational Interpreter IV	4243	55	\$26.78	\$37.67
Educational Media Center Supervisor	3121	56	\$28.11	\$39.58
Educational Transcriber	4231	54	\$25.50	\$35.89
Electrician	7010	55	\$26.78	\$37.67
Electrician - Entry-Level	7015	52	\$23.14	\$32.58
Electrician - Student Worker	7012	SW	\$11.25	\$11.25
Electrician Supervisor	7570	58	\$31.01	\$43.63
Electronics Supervisor	7575	58	\$31.01	\$43.63
Electronics Technician II	7390	53	\$24.28	\$34.17
Elementary School Clerk	0143	46	\$17.28	\$24.28
Employee-Management Relations - Personnel Analyst	4286	53	\$24.28	\$34.17
Energy Management and Commissioning Supervisor	7211	62	\$37.67	\$53.01
Energy Management Specialist	7204	54	\$25.50	\$35.89
Energy Management Specialist - Student Worker	7203	SW	\$11.25	\$11.25
Energy Management Supervisor	7208	58	\$31.01	\$43.63
Energy Management Systems (EMS) Scheduler	7207	50	\$20.98	\$29.54
Energy Management Technician I	7205	56	\$28.11	\$39.58
Energy Management Technician II	7206	57	\$29.54	\$41.57
Enterprise E-Learning and Training Specialist	1443	58	\$31.01	\$43.63
Enterprise Instructional Design Specialist Trainer	1444	57	\$29.54	\$41.57
Environmental Project Monitor	2118	57	\$29.54	\$41.57
Environmental Technician	1428	51	\$22.03	\$31.01
Equip Req Funds Analysis/Forms Mgmt Supv	4085	58	\$31.01	\$43.63
Equipment Operator Crew Leader	8315	55	\$26.78	\$37.67
Equipment Operator/Truck Driver	8300	53	\$24.28	\$34.17
Equipment Operator/Truck Driver Assistant	8305	49	\$19.99	\$28.11
Equipment Specialist	4090	52	\$23.14	\$32.58
E-Rate Program Specialist	0276	54	\$25.50	\$35.89
Executive Assistant (Assistant to the Office of the Superintendent and Chief of Staff)	0253	57	\$29.54	\$41.57
Executive Assistant to the Chief Academic Officer (Administrative Secretary IV)	0259	57	\$29.54	\$41.57
Executive Assistant to the Chief Communications Officer (Administrative Secretary IV)	0254	57	\$29.54	\$41.57
Executive Assistant to the Chief Human Resource Officer (Administrative Secretary IV)	0257	57	\$29.54	\$41.57
Executive Assistant to the Chief Information Officer (Administrative Secretary IV)	0258	57	\$29.54	\$41.57
Executive Assistant to the Chief of Health and Student Services (Administrative Secretary)	0260	57	\$29.54	\$41.57
Executive Assistant to the Chief Operating Officer (Administrative Secretary IV)	0256	57	\$29.54	\$41.57
Executive Assistant to the Deputy Superintendent (Administrative Secretary IV)	0252	57	\$29.54	\$41.57
Executive Legal Secretary	0370	55	\$26.78	\$37.67
Executive Secretary - Employee Management Relations	4287	54	\$25.50	\$35.89
FACES - Family/School Engagement Liaison - Bilingual	0153	52	\$23.14	\$32.58
Facilities & Equipment Safety Inspection Manager	3240	57	\$29.54	\$41.57
Facilities & Equipment Safety Inspector	3200	52	\$23.14	\$32.58
Facilities Data Analyst	1484	55	\$26.78	\$37.67
Facilities Data Systems Manager	1485	64	\$41.57	\$58.45
Facilities Dispatch and Helpdesk Manager	7182	57	\$29.54	\$41.57
Facilities Operations Analyst	4402	57	\$29.54	\$41.57
Facilities Services Trainer	8027	55	\$26.78	\$37.67
Facilities Services Training Supervisor	8026	60	\$34.17	\$48.09
Facilities Warehouse Utility Worker	7202	45	\$16.42	\$23.14
Facility Damage Claims Inspector	7660	59	\$32.58	\$45.82

SUPPORT PROFESSIONAL JOB TITLE AND PAY GRADE LISTING

Family/School Engagement Liaison	0152	52	\$23.14	\$32.58
Farm / Nursery Manager	8260	52	\$23.14	\$32.58
Federal Programs Teacher / Family Aide	0185	43	\$15.00	\$19.65
Federal Projects Clerk	0270	46	\$17.28	\$24.28
Field Supervisor	6180	56	\$28.11	\$39.58
Film and Video Traffic Supervisor	3120	54	\$25.50	\$35.89
Finance Assistant (Assistant to the Chief Financial Officer)	4101	57	\$29.54	\$41.57
Fingerprint Technician	4053	47	\$18.13	\$25.50
Fire Alarm Technician	7105	55	\$26.78	\$37.67
Fire Alarm Technician - Entry-Level	7106	53	\$24.28	\$34.17
Fire Alarm Technician - Student Worker	7104	SW	\$11.25	\$11.25
Fire Equipment Technician	7260	55	\$26.78	\$37.67
Fire Equipment Technician Assistant	7329	51	\$22.03	\$31.01
Fire Sprinkler Technician	7031	56	\$28.11	\$39.58
Fire Sprinkler Technician - Entry-Level	7033	53	\$24.28	\$34.17
First Aid / Safety Assistant	0090	43	\$15.00	\$19.65
Fleet Maintenance Manager	6090	61	\$35.89	\$50.49
Fleet Services Garage Shift Supervisor	6070	58	\$31.01	\$43.63
Floor Care Technician	8117	48	\$19.05	\$26.78
Flooring Technician	7280	52	\$23.14	\$32.58
Food Service Equipment Technician	7275	54	\$25.50	\$35.89
Food Service Facilities, Equipment, and Maintenance Supervisor	5116	65	\$43.63	\$61.36
Food Service Maintenance Supervisor	5305	58	\$31.01	\$43.63
Food Service Maintenance Technician I	7276	50	\$20.98	\$29.54
Food Service Manager I	5110	50	\$20.98	\$29.54
Food Service Manager I Floater	5113	50	\$20.98	\$29.54
Food Service Manager II	5120	51	\$22.03	\$31.01
Food Service Manager II Floater	5114	51	\$22.03	\$31.01
Food Service Media Specialist	5111	54	\$25.50	\$35.89
Food Service Personnel/Recruitment Specialist	5276	53	\$24.28	\$34.17
Food Service Purchasing Specialist	5277	55	\$26.78	\$37.67
Food Service Region Supervisor	5270	57	\$29.54	\$41.57
Food Service Software Support Technician	5117	52	\$23.14	\$32.58
Food Service Specialist	5001	43	\$15.00	\$19.65
Food Service Student Worker	9031	SW	\$11.25	\$11.25
Food Service Supervisor II	5260	55	\$26.78	\$37.67
Food Service System Administration Manager	5269	64	\$41.57	\$58.45
Food Service Transportation Operations Manager	3901	60	\$34.17	\$48.09
Food Service Transportation Operations Supervisor	3900	55	\$26.78	\$37.67
Food Service Truck Driver	3089	50	\$20.98	\$29.54
Food Service Warehouse Operations Manager	5301	60	\$34.17	\$48.09
Food Service Warehouse Supervisor	5300	55	\$26.78	\$37.67
Food Service Worker	5000	41	\$15.00	\$19.05
Food Service Worker Floater	5010	41	\$15.00	\$19.05
Gardener I	8190	44	\$15.65	\$22.03
Gardener II	8200	46	\$17.28	\$24.28
Geographic Information System (GIS) Analyst	4296	61	\$35.89	\$50.49
Geographic Information System (GIS) Analyst - Facilities Asset Management	4298	61	\$35.89	\$50.49
Geographic Information System (GIS) Senior Analyst	4297	63	\$39.58	\$55.66
Geographic Information System (GIS) Senior Analyst - Facilities Asset Management	4299	63	\$39.58	\$55.66
Geographic Information System (GIS) Transportation Technician I	8351	55	\$26.78	\$37.67
Geographic Information System (GIS) Transportation Technician II	8352	58	\$31.01	\$43.63
Glazier	7210	52	\$23.14	\$32.58
Graphic Artist Assistant	1105	48	\$19.05	\$26.78
Graphic Artist I	1110	50	\$20.98	\$29.54
Graphic Artist II	1120	55	\$26.78	\$37.67
Graphic Arts Supervisor	1030	58	\$31.01	\$43.63
Graphics Specialist	1100	54	\$25.50	\$35.89
Grounds Equipment Technician	7090	50	\$20.98	\$29.54
Hardware / Locksmith Supervisor	7590	58	\$31.01	\$43.63
Hazardous Materials Field Technician I	2117	58	\$28.11	\$39.58
Head Custodian I	8110	49	\$19.99	\$28.11
Head Custodian II	8120	51	\$22.03	\$31.01
Head Custodian III	8130	54	\$25.50	\$35.89
Heavy Truck Driver	3090	53	\$24.28	\$34.17
Help Desk Analyst I	1478	52	\$23.14	\$32.58
Help Desk Analyst II	1479	55	\$26.78	\$37.67
Help Desk Analyst III	1483	58	\$31.01	\$43.63
Human Capital Management (HCM) Enterprise Systems Integration Specialist	1520	62	\$37.67	\$53.01
Human Capital Management (HCM) System Functional Support Analyst	1332	58	\$31.01	\$43.63
Human Resources Division (HRD) Junior Accountant Payroll Specialist	4198	54	\$25.50	\$35.89

SUPPORT PROFESSIONAL JOB TITLE AND PAY GRADE LISTING

Human Resources Division Manager	4199	57	\$29.54	\$41.57
HVACR Technician - Entry-level	7035	52	\$23.14	\$32.58
HVACR Technician - Student Worker	7039	SW	\$11.25	\$11.25
HVACR Technician I	7040	54	\$25.50	\$35.89
HVACR Technician II	7400	56	\$28.11	\$38.58
Infant / Toddler Day Care Aide	0195	44	\$15.65	\$22.03
Information Aide	0305	48	\$19.05	\$26.78
Information and Records Manager	4405	60	\$34.17	\$48.09
Information Control Specialist	1542	51	\$22.03	\$31.01
Information Liaison	0124	46	\$17.28	\$24.28
Information Processor	0285	45	\$16.42	\$23.14
Information Systems Help Desk Manager	1477	60	\$34.17	\$48.09
Information Systems Help Desk Specialist	1447	53	\$24.28	\$34.17
Infrared Thermographer (Electrical)	7011	56	\$28.11	\$39.58
In-House Suspension Teacher Aide	0165	41	\$15.00	\$19.05
Instructional Assistant - Bilingual	0172	40	\$15.00	\$18.13
Instructional Assistant - Dance Program	1203	40	\$15.00	\$18.13
Instructional Assistant - Gardens	1204	40	\$15.00	\$18.13
Instructional Assistant - Instrumental Music Program	1205	40	\$15.00	\$18.13
Instructional Assistant - Least Restrictive Environment	0192	40	\$15.00	\$18.13
Instructional Assistant - Literacy and Language Program	1222	40	\$15.00	\$18.13
Instructional Assistant - Physical Education	0179	40	\$15.00	\$18.13
Instructional Assistant - Piano Accompanist Program	1206	40	\$15.00	\$18.13
Instructional Assistant - Strings Program	1207	40	\$15.00	\$18.13
Instructional Assistant - Teacher Aide	0190	40	\$15.00	\$18.13
Instructional Assistant - Theater Performance Program	1208	40	\$15.00	\$18.13
Instructional Assistant - Theater Technician Program	1209	40	\$15.00	\$18.13
Instructional Assistant - Visual Arts Program	1210	40	\$15.00	\$18.13
Instructional Assistant - Vocal Music Program	1211	40	\$15.00	\$18.13
Insurance Analyst	2108	53	\$24.28	\$34.17
Insurance Services Manager	2112	62	\$37.67	\$53.01
Intake Clerk	0133	46	\$17.28	\$24.28
Integrated Pest Management Technician II	8103	52	\$23.14	\$32.58
Internet Operations Manager	1438	64	\$41.57	\$58.45
Interpreter Specialist	4245	59	\$32.58	\$45.82
Intervention Specialist	4227	49	\$19.99	\$28.11
Intrusion Alarm Technician	7100	54	\$25.50	\$35.89
Inventory Control Clerk	3015	47	\$18.13	\$25.50
Irrigation Control and Landscape Project Supervisor	8250	62	\$37.67	\$53.01
Irrigation Control Manager	8246	57	\$29.54	\$41.57
Irrigation Control Technician I	8245	54	\$25.50	\$35.89
Irrigation Systems Installer/ Repairer	8240	50	\$20.98	\$29.54
Itinerant Tester	4228	46	\$17.28	\$24.28
Junior Accountant	2045	54	\$25.50	\$35.89
Landscape and Grounds Supervisor	8220	58	\$31.01	\$43.63
Landscape Leader	8230	48	\$19.05	\$26.78
Landscape Technician	8235	52	\$23.14	\$32.58
Landscaping and Grounds Equipment Operator Supervisor	8005	57	\$29.54	\$41.57
Lead Fingerprint Technician	4054	51	\$22.03	\$31.01
Legal Secretary I	0365	48	\$19.05	\$26.78
Legal Secretary II	0360	51	\$22.03	\$31.01
Library Aide	0105	40	\$15.00	\$18.13
Locksmith	7070	52	\$23.14	\$32.58
Logistics and Inventory Control Manager	3017	59	\$32.58	\$45.82
Logistics Specialist I	7187	48	\$19.05	\$26.78
Logistics Specialist II	7188	52	\$23.14	\$32.58
Logistics Specialist III	7189	55	\$26.78	\$37.67
Machinist Technician	7046	55	\$26.78	\$37.67
Magnet Application Data Specialist	0130	54	\$25.50	\$35.89
Mail Services Manager	3400	57	\$29.54	\$41.57
Mainframe Operations Scheduling Specialist	1425	55	\$26.78	\$37.67
Maintenance Leader	7300	57	\$29.54	\$41.57
Maintenance Leader	7645	58	\$31.01	\$43.63
Manager - Integrated Pest Management	8104	60	\$34.17	\$48.09
Mason	7310	53	\$24.28	\$34.17
Media Specialist	1050	57	\$29.54	\$41.57
Microcomputer Support Specialist	1445	52	\$23.14	\$32.58
Microcomputer Systems Specialist	1475	55	\$26.78	\$37.67
MIS / DP Technology Specialist	1473	58	\$31.01	\$43.63
Mobile Crane Operator I	7055	52	\$23.14	\$32.58
Mobile Crane Operator II	7056	55	\$26.78	\$37.67
Musical Instrument Technician	7240	54	\$25.50	\$35.89

SUPPORT PROFESSIONAL JOB TITLE AND PAY GRADE LISTING

Network Design Technician III	1548	58	\$31.01	\$43.63
Network Design Technician IV	1568	61	\$35.89	\$50.49
Network Infrastructure Design Manager	1570	64	\$41.57	\$58.45
Network Infrastructure Integration Manager	1567	64	\$41.57	\$58.45
Network Operations Manager	1571	64	\$41.57	\$58.45
Network Technician I	1558	52	\$23.14	\$32.58
Network Technician II	1559	55	\$26.78	\$37.67
Network Technician III	1560	58	\$31.01	\$43.63
Nevada Ready! State Pre-K Program/Placement Processor - Bilingual	0281	52	\$23.14	\$32.58
Office Manager	4200	53	\$24.28	\$34.17
Office Specialist I	0127	43	\$15.00	\$19.65
Office Specialist I - Bilingual	0128	43	\$15.00	\$19.65
Office Specialist II	0123	45	\$16.42	\$23.14
Office Specialist II - Bilingual	0126	45	\$16.42	\$23.14
Office Supervisor	0206	51	\$22.03	\$31.01
Offset Machine Operator	1010	47	\$18.13	\$25.50
Offset Machine Operator Leader	1025	51	\$22.03	\$31.01
Offset Machine Operator Trainee	1040	41	\$15.00	\$19.05
Operations Clerk	0355	46	\$17.28	\$24.28
Operations Manager	8165	60	\$34.17	\$48.09
Organizational Management Business Specialist	2085	57	\$29.54	\$41.57
Painter	7080	52	\$23.14	\$32.58
Painter Supervisor	7580	58	\$31.01	\$43.63
Paralegal	0367	54	\$25.50	\$35.89
Para-Professional Tutor I	9972	AT1	\$12.00	\$12.00
Para-Professional Tutor II	9973	AT2	\$15.00	\$15.00
Para-Professional Tutor III	9974	AT3	\$18.00	\$18.00
Para-Professional Tutor IV	9975	AT4	\$20.00	\$20.00
Para-Professional: AVID Tutor I	9961	AT1	\$12.00	\$12.00
Para-Professional: AVID Tutor II	9962	AT2	\$15.00	\$15.00
Para-Professional: AVID Tutor III	9963	AT3	\$18.00	\$18.00
Para-Professional: AVID Tutor IV	9964	AT4	\$20.00	\$20.00
Para-Professional: Instructional Technology Lab Aide	9968	48	\$19.05	\$26.78
Para-Professional: Secondary Music, Dance, Theatre Program	9900	AT4	\$20.00	\$20.00
Parent / Guardian Mentor	0194	44	\$15.65	\$22.03
Payroll Analyst	3028	53	\$24.28	\$34.17
Payroll Assistant	3026	56	\$28.11	\$39.58
Payroll Processing Specialist	3023	55	\$26.78	\$37.67
Peer Recovery Specialist	4235	48	\$19.05	\$26.78
Personnel Analyst	4283	53	\$24.28	\$34.17
Personnel Analyst - Bilingual	4284	53	\$24.28	\$34.17
Personnel Assistant	0136	47	\$18.13	\$25.50
Personnel Assistant - Bilingual	0138	47	\$18.13	\$25.50
Personnel Paydata Specialist	4252	49	\$19.99	\$28.11
Personnel Paydata Supervisor	2031	54	\$25.50	\$35.89
Photographer / Lithographer	1150	52	\$23.14	\$32.58
Physical Therapist Assistant	4221	50	\$20.98	\$29.54
Plant Manager	5315	61	\$35.89	\$50.49
Playground Compliance Inspector	2110	60	\$34.17	\$48.09
Playground Technician	2107	51	\$22.03	\$31.01
Plumber	7030	54	\$25.50	\$35.89
Plumber - Entry-Level	7034	52	\$23.14	\$32.58
Plumber - Student Worker	7029	SW	\$11.25	\$11.25
Police Communications Specialist I	4058	56	\$28.11	\$39.58
Police Communications Specialist II	4057	58	\$31.01	\$43.63
Police Services Timekeeping Specialist	4055	51	\$22.03	\$31.01
Pre-Kindergarten Program/Placement Processor	0279	52	\$23.14	\$32.58
Preventive Maintenance Manager	7709	58	\$31.01	\$43.63
Pricing Clerk	7145	47	\$18.13	\$25.50
Principal Operations Support Clerk	0181	46	\$17.28	\$24.28
Program Development Specialist	7711	57	\$29.54	\$41.57
Project Scheduler	7155	57	\$29.54	\$41.57
Psychological Services Assistant	4225	49	\$19.99	\$28.11
Public Records Office Document Control Specialist	4408	57	\$29.54	\$41.57
Purchasing Analyst / Contract Specialist	7712	58	\$31.01	\$43.63
Purchasing Supervisor	3025	60	\$34.17	\$48.09
Purchasing Supervisor II	3027	62	\$37.67	\$53.01
Radio Communications and Video Equipment Specialist	7192	54	\$25.50	\$35.89
Real Property and Site Analyst	4290	54	\$25.50	\$35.89
Realty Specialist	4110	56	\$28.11	\$39.58
Records Processor	0286	48	\$17.28	\$24.28
Recruiter	0147	57	\$29.54	\$41.57

SUPPORT PROFESSIONAL JOB TITLE AND PAY GRADE LISTING

Recruiter - Bilingual	0148	57	\$29.54	\$41.57
Recruitment Marketing Specialist	0150	56	\$28.11	\$39.58
Recycling Specialist	8020	53	\$24.28	\$34.17
Registrar I	0145	45	\$16.42	\$23.14
Registrar II	0146	46	\$17.28	\$24.28
Related Services Personnel Specialist	0131	50	\$20.98	\$29.54
Retirement Administration Specialist	4281	57	\$29.54	\$41.57
Risk Assessor	7760	54	\$25.50	\$35.89
Risk Control / Safety Manager	2097	62	\$37.67	\$53.01
Risk Management Field Investigation Supervisor	2096	62	\$37.67	\$53.01
Risk Services Analyst	2109	54	\$25.50	\$35.89
Risk Services Technician	2104	48	\$19.05	\$26.78
Roofer	7220	52	\$23.14	\$32.58
Safety and Equipment Inspector	2111	57	\$29.54	\$41.57
Safety and Health Lab Technician	4250	51	\$22.03	\$31.01
Sample Control Clerk	4256	50	\$20.98	\$29.54
School / Community Facilitator	0144	40	\$15.00	\$18.13
School / Community Liaison	0142	50	\$20.98	\$29.54
School Aide	0100	40	\$15.00	\$18.13
School Aide - Bilingual	0099	40	\$15.00	\$18.13
School Banker	0307	46	\$17.28	\$24.28
School Health Assistant I	0092	54	\$25.50	\$35.89
School Health Assistant II	0093	56	\$28.11	\$39.58
School Office Manager	0310	50	\$20.98	\$29.54
School Office Manager - Bilingual	0311	50	\$20.98	\$29.54
School Police Officer - Part Time	0022	31-H	\$34.40	\$34.40
School-Based Computer Technician II	1666	55	\$26.78	\$37.67
School-Community Partnership - Safe Routes to School, School/Community Liaison	0155	49	\$19.99	\$28.11
Secretary II	0220	46	\$17.28	\$24.28
Secretary II - Bilingual	0221	46	\$17.28	\$24.28
Secretary III	0230	48	\$19.05	\$26.78
Secretary III - Bilingual	0231	48	\$19.05	\$26.78
Security Specialist	4025	48	\$19.05	\$26.78
Security Systems Applications Manager	1492	64	\$41.57	\$58.45
Security Systems Design Manager	1493	64	\$41.57	\$58.45
Security Systems Support Technician	1496	58	\$31.01	\$43.63
Senior Asbestos Abatement Inspector	7750	57	\$29.54	\$41.57
Senior Attendance Officer	4010	53	\$24.28	\$34.17
Senior Claims Examiner	2099	57	\$29.54	\$41.57
Senior Code Compliance Inspector / Site Manager	7710	60	\$34.17	\$48.09
Senior Documents Clerk	0137	46	\$17.28	\$24.28
Senior Electronics Technician	0353	61	\$35.89	\$50.49
Senior Floor Care Technician	8118	50	\$20.98	\$29.54
Senior Food Service Supervisor	5280	58	\$31.01	\$43.63
Senior Food Service Worker	5030	46	\$17.28	\$24.28
Senior Food Service Worker Floater	5040	46	\$17.28	\$24.28
Senior Information and Technology Security Manager	1436	65	\$43.63	\$61.36
Senior Information Systems Operator	1435	51	\$22.03	\$31.01
Senior Integrated Pest Management Technician	8102	56	\$28.11	\$39.58
Senior Maintenance Clerk	0255	46	\$17.28	\$24.28
Senior Offset Machine Operator	1020	49	\$19.99	\$28.11
Senior Programming Analyst	1472	59	\$32.58	\$45.82
Senior Project Scheduler	7154	59	\$32.58	\$45.82
Senior Risk Control Analyst	2101	58	\$31.01	\$43.63
Senior Risk Services Analyst	2113	57	\$29.54	\$41.57
Senior Systems Analyst	1509	62	\$37.67	\$53.01
Senior Telecommunications Specialist	4831	65	\$43.63	\$61.36
Senior Truck Driver	3050	52	\$23.14	\$32.58
Senior TV Engineer	4830	56	\$28.11	\$39.58
Senior Vehicle / Heavy Duty Equipment Parts Clerk	6310	52	\$23.14	\$32.58
Senior Warehouse	3020	53	\$24.28	\$34.17
Server Administrator I	1541	58	\$31.01	\$43.63
Server Administrator II	1529	60	\$34.17	\$48.09
Server Administrator III	1549	62	\$37.67	\$53.01
Server Technician I	1545	52	\$23.14	\$32.58
Server Technician II	1554	55	\$26.78	\$37.67
Server Technician III	1553	58	\$31.01	\$43.63
Shania Kids Can (SKC) - Program Leader	4202	50	\$20.98	\$29.54
Sign Language Aide	0161	45	\$16.42	\$23.14
Skilled Trades Assistant	7180	50	\$20.98	\$29.54
Small Vehicle Operator	6011	44	\$15.65	\$22.03

SUPPORT PROFESSIONAL JOB TITLE AND PAY GRADE LISTING

Software Quality Assurance Manager	1512	64	\$41.57	\$58.45
Special Education Bus Driver	6110	54	\$25.50	\$35.89
Special Education Intervention Specialist I	0139	48	\$19.05	\$26.78
Special School Head Custodian	8115	49	\$19.99	\$28.11
Special Schools - Title I Specialized Programs Teacher Assistant (SPTA) III - SS1	0166	46	\$17.28	\$24.28
Special Schools - Title I Specialized Programs Teacher Assistant (SPTA) III - SS2	0167	47	\$18.13	\$25.50
Special Schools - Title I Specialized Programs Teacher Assistant (SPTA) IV - SS1	0173	48	\$19.05	\$26.78
Special Schools - Title I Specialized Programs Teacher Assistant (SPTA) IV - SS2	0174	49	\$19.99	\$28.11
Specialized Employee Health Nurse	0096	53	\$24.28	\$34.17
Specialized Health Aide	0095	46	\$17.28	\$24.28
Specialized Procedures Nurse	0097	59	\$32.58	\$45.82
Specialized Programs Teacher Assistant	0160	41	\$15.00	\$19.05
Specialized Programs Teacher Assistant II	0162	44	\$15.65	\$22.03
Specialized Programs Teacher Assistant Training Specialist	0164	51	\$22.03	\$31.01
Speech-Language Assistant	4247	49	\$19.99	\$28.11
Speech-Language Assistant - Entry-Level	4246	47	\$18.13	\$25.50
Staff Trainer - Human Resources	4215	51	\$22.03	\$31.01
Staff Trainer Supervisor - Human Resources	4205	55	\$26.78	\$37.67
Standards Specialist	4070	58	\$31.01	\$43.63
Statistical Clerk	265	46	\$17.28	\$24.28
Student Information System Enterprise Systems Integration Specialist	1513	62	\$37.67	\$53.01
Student Information System Product Specialist	1514	62	\$37.67	\$53.01
Student Information Systems Specialist	1448	51	\$22.03	\$31.01
Student Information Systems Specialist and Trainer	1437	58	\$31.01	\$43.63
Student Program / Placement Processor	0280	52	\$23.14	\$32.58
Student Records Services Product Specialist	1516	62	\$37.67	\$53.01
Student Success Advocate	4220	49	\$19.99	\$28.11
Student Success Advocate - Indian Education	4232	49	\$19.99	\$28.11
Student Success Advocate (Bilingual)	4229	49	\$19.99	\$28.11
Student Worker I	9040	SW	\$11.25	\$11.25
Support Professional Assistant (Steps B-E)	0101	40	\$15.00	\$18.13
Support Professional Intern (Steps B-E)	9080	44	\$15.65	\$22.03
Support Professional Trainer - Operations Department	8035	51	\$22.03	\$31.01
Support Professional Training Supervisor - Student Support Services	4253	55	\$26.78	\$37.67
Support Professional Training Supervisor - Transportation	6410	55	\$26.78	\$37.67
Systems Administration Manager	1566	64	\$41.57	\$58.45
Systems Software Analyst	1464	62	\$37.67	\$53.01
Team and Family Advocate	0156	54	\$25.50	\$35.89
Technical Support Manager	1495	64	\$41.57	\$58.45
Technology and Information System Services Database Administration Manager	1565	64	\$41.57	\$58.45
Technology and Information System Services Database Administrator I	1561	60	\$34.17	\$48.09
Technology and Information System Services Database Administrator II	1562	62	\$37.67	\$53.01
Technology and Information System Services Database Administrator III	1563	63	\$39.58	\$55.86
Technology Systems Specialist	1530	54	\$25.50	\$35.89
Technology Training Specialist	0275	52	\$23.14	\$32.58
Telecommunications Specialist I	4791	55	\$26.78	\$37.67
Telecommunications Specialist II	4811	59	\$32.58	\$45.82
Temporary Clerical Assistant	0122	45-B	\$16.42	\$16.42
Temporary Custodian	8041	46-B	\$17.28	\$17.28
Temporary Driving Training Instructor	6131	53-B	\$24.28	\$24.28
Temporary Food Service Worker	9000	41-B	\$15.00	\$15.00
Temporary Heavy Truck Driver	3091	53-B	\$24.28	\$24.28
Temporary Personnel Analyst	4282	53-B	\$24.28	\$24.28
Temporary Personnel Assistant	0132	47-B	\$18.13	\$18.13
Temporary Transportation Aide-Special Education	0102	41-B	\$15.00	\$15.00
Temporary Vegas PBS Event & Services Specialist	9985	AT3	\$18.00	\$18.00
Temporary Vehicle Maintenance Technician	6021	54-B	\$25.50	\$25.50
Temporary Warehouse I	3001	45-B	\$16.42	\$16.42
Theater Manager	4270	55	\$26.78	\$37.67
Tire Inspector / Repairer	6080	53	\$24.28	\$34.17
Title I - FACES - Family Learning Advocate	0205	50	\$20.98	\$29.54
Title I - FACES - Family/School Engagement Liaison	0154	52	\$23.14	\$32.58
Title I - FACES - Family/School Engagement Liaison - Bilingual	0149	52	\$23.14	\$32.58
Title I - Family and Community Outreach Specialist	0207	54	\$25.50	\$35.89
Title I - Family Outreach Specialist/Family and Community Engagement Services (FACES)	0151	54	\$25.50	\$35.89
Title I - In-House Suspension Teacher Assistant III (School-Wide)	0168	45	\$16.42	\$23.14

SUPPORT PROFESSIONAL JOB TITLE AND PAY GRADE LISTING

Title I - In-House Suspension Teacher Assistant IV (School-Wide)	0169	47	\$18.13	\$25.50
Title I - Instructional Assistant - Dance Program	1212	44	\$15.65	\$22.03
Title I - Instructional Assistant - Gardens	1213	44	\$15.65	\$22.03
Title I - Instructional Assistant - Instrumental Music Program	1214	44	\$15.65	\$22.03
Title I - Instructional Assistant - Literacy and Language Program	1221	44	\$15.65	\$22.03
Title I - Instructional Assistant - Piano Accompanist Program	1215	44	\$15.65	\$22.03
Title I - Instructional Assistant - Strings Program	1216	44	\$15.65	\$22.03
Title I - Instructional Assistant - Theater Performance Program	1217	44	\$15.65	\$22.03
Title I - Instructional Assistant - Theater Technician Program	1218	44	\$15.65	\$22.03
Title I - Instructional Assistant - Visual Arts Program	1219	44	\$15.65	\$22.03
Title I - Instructional Assistant - Vocal Music Program	1220	44	\$15.65	\$22.03
Title I - Instructional Assistant III - Bilingual	0201	44	\$15.65	\$22.03
Title I - Instructional Assistant III - Least Restrictive Environment (LRE)	0186	44	\$15.65	\$22.03
Title I - Instructional Assistant III - Physical Education	0180	44	\$15.65	\$22.03
Title I - Instructional Assistant III (School-Wide)	0198	44	\$15.65	\$22.03
Title I - Instructional Assistant IV - Bilingual	0202	45	\$16.42	\$23.14
Title I - Instructional Assistant IV - Least Restrictive Environment (LRE)	0187	45	\$16.42	\$23.14
Title I - Instructional Assistant IV - Physical Education	0184	45	\$16.42	\$23.14
Title I - Instructional Assistant IV (School-Wide)	0199	45	\$16.42	\$23.14
Title I - Library Assistant III (School-Wide)	0108	44	\$15.65	\$22.03
Title I - Library Assistant IV (School-Wide)	0109	47	\$18.13	\$25.50
Title I - Literacy and Language Intervention Specialist	1223	45	\$16.42	\$23.14
Title I - Sign Language Aide III (School-Wide)	0182	46	\$17.28	\$24.28
Title I - Sign Language Aide IV (School-Wide)	0183	48	\$19.05	\$26.78
Title I - Specialized Programs Teacher Assistant III (School-Wide)	0158	45	\$16.42	\$23.14
Title I - Specialized Programs Teacher Assistant IV (School-Wide)	0159	47	\$18.13	\$25.50
Title I - Teacher / Family Assistant III (School-Wide)	0188	46	\$17.28	\$24.28
Title I - Teacher / Family Assistant IV (School-Wide)	0189	48	\$19.05	\$26.78
Title I - Teacher/Family Assistant III - Bilingual	0203	46	\$17.28	\$24.28
Title I - Teacher/Family Assistant IV - Bilingual	0204	48	\$19.05	\$26.78
Title I Cluster	0011	Varies	\$15.65	\$24.28
Title III - Family Outreach Liaison	0157	52	\$23.14	\$32.58
Trades Dispatcher / Scheduler	7181	50	\$20.98	\$29.54
Transcriber / Recording Secretary	0358	53	\$24.28	\$34.17
Transportation Aide - Special Education	0104	43	\$15.00	\$20.98
Transportation Instructor	6132	56	\$28.11	\$39.58
Transportation Investigator	6150	56	\$28.11	\$39.58
Transportation Operations Manager	6400	58	\$31.01	\$43.63
Transportation Operations Supervisor	6330	57	\$29.54	\$41.57
Transportation Routing & Scheduling Analyst	6340	55	\$26.78	\$37.67
Transportation Routing & Scheduling Assistant	6335	52	\$23.14	\$32.58
Transportation Routing & Scheduling Supervisor	6350	58	\$31.01	\$43.63
Transportation Routing & Scheduling Support Clerk	0350	46	\$17.28	\$24.28
Truck Driver	3040	50	\$20.98	\$29.54
TV Assistant	4840	49	\$19.99	\$28.11
TV Datacast Engineer	4839	56	\$28.11	\$39.58
TV Digital Content Producer	4875	53	\$24.28	\$34.17
TV Operations Manager	4870	59	\$32.58	\$45.82
TV Producer - Director I	4800	54	\$25.50	\$35.89
TV Producer - Director II	4850	55	\$26.78	\$37.67
TV Videographer/Editor	4860	54	\$25.50	\$35.89
Underwriting Representative	4765	59	\$32.58	\$45.82
User Support Services Help Desk Supervisor	1497	60	\$34.17	\$48.09
User Support Services Manager	1494	64	\$41.57	\$58.45
User Support Systems Product Specialist	1491	62	\$37.67	\$53.01
Utility Worker - Student Worker	7183	SW	\$11.25	\$11.25
Utility Worker I	7185	45	\$16.42	\$23.14
Utility Worker II	7186	47	\$18.13	\$25.50
Utilization / Capacity Specialist	4292	57	\$29.54	\$41.57
Vegas PBS - Administrative Office Assistant	4827	48	\$19.05	\$26.78
Vegas PBS - Development Department Assistant	4813	48	\$19.05	\$26.78
Vegas PBS - Donor Relations Specialist	4812	48	\$19.05	\$26.78
Vegas PBS - Executive Assistant	4828	54	\$25.50	\$35.89
Vegas PBS - Fundraising/Event & Communication Assistant	4816	51	\$22.03	\$31.01
Vegas PBS - Graphic Artist	3123	55	\$26.78	\$37.67
Vegas PBS - Intern (Steps B-E)	4842	51	\$22.03	\$31.01
Vegas PBS - Master Control Specialist	4796	50	\$20.98	\$29.54
Vegas PBS - Media Communications Specialist	3124	55	\$26.78	\$37.67
Vegas PBS - Media/Library Specialist	3122	47	\$18.13	\$25.50
Vegas PBS - Membership Activities Specialist	4822	48	\$19.05	\$26.78
Vegas PBS - Office Manager	4799	53	\$24.28	\$34.17
Vegas PBS - Office Supervisor	4814	51	\$22.03	\$31.01

SUPPORT PROFESSIONAL JOB TITLE AND PAY GRADE LISTING

Vegas PBS - Office Supervisor - Content Department	4834	51	\$22.03	\$31.01
Vegas PBS - Programming and Traffic Assistant	4833	48	\$19.05	\$26.78
Vegas PBS - Ready To Learn Family Outreach Specialist	4900	51	\$22.03	\$31.01
Vegas PBS - Receptionist	4824	45	\$16.42	\$23.14
Vegas PBS - Sales Assistant	4823	48	\$19.05	\$26.78
Vegas PBS - TV Executive Producer	4885	63	\$39.58	\$55.66
Vegas PBS - TV Multimedia Production Manager	4890	63	\$39.58	\$55.66
Vegas PBS - TV News Host/Anchor	4895	62	\$37.67	\$53.01
Vegas PBS - Workforce Training & Economic Development Assistant - Bilingual	4825	48	\$19.05	\$26.78
Vegas PBS - Workforce Training & Economic Development Receptionist/Customer Service Support-Bilingual	4832	45	\$16.42	\$23.14
Vegas PBS Educational Media Services - Library Office Specialist	4835	45	\$16.42	\$23.14
Vegas PBS Senior Engineer	4886	62	\$37.67	\$53.01
Vegas PBS TV Programming & Traffic Manager	4887	61	\$35.89	\$50.49
Vehicle / Garage Attendant	6010	46	\$17.28	\$24.28
Vehicle / Heavy Duty Equipment Parts Clerk	6300	47	\$18.13	\$25.50
Vehicle / Heavy Duty Equipment Parts Warehouse Supervisor	6325	58	\$31.01	\$43.63
Vehicle Body Repairer / Painter	6030	53	\$24.28	\$34.17
Vehicle Maintenance Technician I	6060	51	\$22.03	\$31.01
Vehicle Maintenance Technician II	6020	54	\$25.50	\$35.89
Vehicle Maintenance Technician III	6102	58	\$31.01	\$43.63
Vehicle Parts Expediter	6305	44	\$15.65	\$22.03
Vehicle Radiator Repair Technician	6040	54	\$25.50	\$35.89
Vehicle Service Worker	6000	47	\$18.13	\$25.50
Vehicle/Garage Attendant - Student Worker	6009	SW	\$11.25	\$11.25
Vision Services Assistant I	0302	45	\$16.42	\$23.14
Vision Services Assistant II	0304	47	\$18.13	\$25.50
Voice Communication Network Manager	1546	64	\$41.57	\$58.45
Voice Communication Network Supervisor	1547	61	\$35.89	\$50.49
Voice Communication Network Technician	7193	56	\$28.11	\$39.58
Voice Communication Network Technician III	7102	58	\$31.01	\$43.63
Warehouse Distribution Supervisor	5310	57	\$29.54	\$41.57
Warehouser I	3000	45	\$16.42	\$23.14
Warehouser II	3010	47	\$18.13	\$25.50
Warranty Program Clerk	1426	49	\$19.99	\$28.11
Warranty Program Specialist	7703	58	\$31.01	\$43.63
Warranty Program Supervisor	7704	60	\$34.17	\$48.09
Water Treatment Technician	7230	54	\$25.50	\$35.89
Water Treatment Technician - Entry-Level	7235	52	\$23.14	\$32.58
Web Designer / Programmer	1535	55	\$26.78	\$37.67
Web Designer I	1543	57	\$29.54	\$41.57
Web Designer II	1536	59	\$32.58	\$45.82
Web Designer III	1537	62	\$37.67	\$53.01
Web Programmer I	1544	57	\$29.54	\$41.57
Web Programmer II	1538	59	\$32.58	\$45.82
Web Programmer III	1539	62	\$37.67	\$53.01
Welder	7250	55	\$26.78	\$37.67
Welder - Student Worker	7249	SW	\$11.25	\$11.25
Work Management Help Desk Specialist	7184	53	\$24.28	\$34.17
Zoning Clerk	0290	45	\$16.42	\$23.14

EXHIBIT B

**GENERAL SALES DRIVERS, DELIVERY DRIVERS & HELPERS AND PUBLIC SECTOR
TEAMSTERS LOCAL UNION NO. 14**

AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JASON GATELEY
SECRETARY-TREASURER

GRANT DAVIS
PRESIDENT

TONY FREITAS
VICE PRESIDENT

JOHN ORTEGA
RECORDING SECRETARY



ANDREW BOUCHER
TRUSTEE

MIGUEL LARA
TRUSTEE

KIMBERLY SPURLOCK
TRUSTEE

May 19, 2026

Mr. Cedric Cole, Assistant Human Resources Officer
Clark County School District
2832 E. Flamingo Rd
Las Vegas, NV 89121

Re: Random Investigatory Conference 04/28/2026
Employee Name: Lanae Barnum #555529
Disciplinary Action: Suspension w/o Pay pending Dismissal 05/06/2026

Dear Mr. Cole,

Teamsters Local 14, as a designated representative of Education Support Employees Association (ESEA), request pursuant to the Negotiated Agreement between CCSD and ESEA the following information:

1. Central Office Personnel File
2. Work Location(s) file(s) and any/all files located at work site and/or Education Center including any previous discipline.
3. Any/all statements, written/recorded (audio/video) and photographs pertaining to this matter. Including but not limited to notes taken by any/all CCSD officials/personnel.
4. Any/all documents in CCSD's possession pertaining to this matter.
5. Any/all witness statements (written/recorded), email correspondence or text messages pertaining to matter.

If after your response to this request new materials or documentation come to your attention, please include those in a subsequent response. Should you have any questions, I can be reached at the following number:
(725)233-5805.

Sincerely,
Tamara Jamison
Tamara Jamison, Business Agent/Teamster Representative
Teamsters Local 14

Cc: Jason Gateley, Secretary Treasurer, Teamsters Local 14
Jan Giles, President, Education Support Employee Association



DRUG SCREEN URINE 7 for BARNUM, LANAE D 07/18/1970 (55yo F) #132203 E#20387

DRUG SCREEN URINE 7 for BARNUM, LANAE D 07/18/1970 (55yo F) #132203 E#20387

DRUG SCREEN URINE 7 (#6681833, Final, 04/30/2026 2:00pm)

Ordering Provider	ANDREW ROSE, PA C		Performing Lab	MESA VIEW REGIONAL HOSPITAL (LAB) 1289 BERTHA HOWE AVE MESQUITE NV 89027		
Specimen/Accession ID	100		Specimen Source			
Specimen Coll. Date	04/30/2026 14:00		Result Status	Final		
Specimen Rec. Date	04/30/2026 14:00		Report Status			
Specimen Reported Date	04/30/2026 14:26					

Report	Result	Ref Range	Units	⚠	Status	Lab	Date
AMPHETAMINE QL	NEGATIVE	NEGATIVE			Final		04/30/2026 02:26 PM
AMPHETAMINE CUTOFF POINT 1000 NG/ML							
BARBITURATES QL	NEGATIVE	NEGATIVE			Final		04/30/2026 02:26 PM
BARBITURATE CUTOFF POINT 200 NG/ML							
BENZODIAZAPINES QL	POSITIVE	NEGATIVE		Abnormal	Final		04/30/2026 02:26 PM
BENZODIAZEPINE CUTOFF POINT 200 NG/ML							
COCAINE QL UR	NEGATIVE	NEGATIVE			Final		04/30/2026 02:26 PM
COCAINE CUTOFF POINT 300 NG/ML							
OPIATES QL	NEGATIVE	NEGATIVE			Final		04/30/2026 02:26 PM
OPIATES CUTOFF POINT 300 NG/ML							
PHENCYCLIDINE QL	NEGATIVE	NEGATIVE			Final		04/30/2026 02:26 PM
PCP CUTOFF POINT 25 NG/ML							
CANNABINOIDS QL	NEGATIVE	NEGATIVE			Final		04/30/2026 02:26 PM
THC (CANNABINOIDS) 50 NG/ML PLEASE NOTE: ALL URINE DRUG SCREEN RESULTS ARE FOR MEDICAL SCREENING ONLY. CONFIRMATION TESTING IS AVAILABLE FROM THE LABORATORY UPON REQUEST BY PROVIDER.							
PENTANYL	NEGATIVE	NEGATIVE		Abnormal	Final		04/30/2026 02:26 PM
Pentanyl CUTOFF POINT 1.0 NG/ML							

@screen. Specimen Result Certificate

ID Number [REDACTED]

Report printed on 4/22/2026 10:09:19 AM

Page 1 of 1

Attention:

Mayela Arellano

CCSD-Compliance Building Operation CBO

2832 E Flamingo Rd

Las Vegas, NV 89121

Collection Site:

1215 - Concentra Medical Center - Brooks

151 W BRDOKS AVE

NORTH LAS VEGAS, NV, 89030

Verification Date

4/21/2026 08:30 AM

Medical Review Officer:

Michelle Alexander, M.D.

8140 Ward Parkway Suite 300

Kansas City, MO 64114

888-382-2281

Donor Name:

Barnum, LaNae D

Date Of Test:

4/9/2026

ID Number:

[REDACTED]

Donor SSN:

[REDACTED]

Donor ID:

NV1901843503

Reason for Test:

Random

Laboratory:

Quest Diagnostics

Regulation:

DOT-FMCSA

Specimen Type:

Urine

Drugs Tested:

Drug Name	Result	Laboratory Screening Cutoff *	Laboratory Confirmation Cutoff *	Drug Name	Result	Laboratory Screening Cutoff *	Laboratory Confirmation Cutoff *
Marijuana Metab. (delta9THCC)	Positive	50 ng/mL	15 ng/mL	Hydrocodone/Hydromorphone	Negative	300	100
Cocaine Metabolite	Negative	150	100	Oxycodone/Oxymorphone	Negative	100	100
Amphetamine/Methamphetamine	Negative	500	250	Phencyclidine	Negative	25	25
Codeine/Morphine	Negative	2000	2000	MDMA/MDA	Negative	500	250
6-Acetylmorphine	Negative	10	10				

Final Result Disposition: Positive

CCF Record Date and Data Entry Operator : 4/9/2026 MM/DD/YYYY - Gartman, DO, MRO, Tamela D

TO BE COMPLETED BY THE MEDICAL REVIEW OFFICER

In accordance with applicable federal requirements, my verification is:

☐ Negative☐ Dilute☒ Positive☐ Test Cancelled☐ Adulterated☐ Refusal to test because☐ Substituted

REMARKS:

Tamela D Gartman, DO, MRO

- 307 2210 2281 DO

4/21/2026 08:30 AM

(PRINT) Medical Review Officer's Name

Signature of Medical Review Officer

Date (Mo./Day/Yr.)

* Represents laboratory screening and confirmation values.

† Represents class (Sub-Class Abbreviation)

@screen Specimen Result Certificate

ID Number: [REDACTED]

Report printed on 5/1/2026 3:20:34 PM

Page 1 of 1

Attention:
Mayela Arellano
CCSD-Compliance Building Operation CBO
2832 E Flamingo Rd
Las Vegas, NV 89121

Verification Date 9/24/2024 06:29 PM

Medical Review Officer:
Michelle Alexander, M.D.
8140 Ward Parkway Suite 300
Kansas City, MO 64114
888-382-2281

Collection Site:
1215 - Conentra Medical Center - Brooks
151 W BROOKS AVE
NORTH LAS VEGAS, NV, 89030

Donor Name: Barnum, LaNae
Date Of Test: 9/23/2024
ID Number: 7946408486

Donor SSN: [REDACTED]
Donor ID: NV1901843503
Reason for Test: Random

Laboratory: Quest Diagnostics

Regulation: DOT-FMCSA
Specimen Type: Urine

Drugs Tested:

Drug Name	Result	Laboratory Screening Cutoff *	Laboratory Confirmation Cutoff *	Drug Name	Result	Laboratory Screening Cutoff *	Laboratory Confirmation Cutoff *
Marijuana Metab. (delta9THCC)	Negative	50	15	Hydrocodone/Hydromorphone	Negative	300	100
Cocaine Metabolite	Negative	150	100	Oxycodone/Oxymorphone	Negative	100	100
Amphetamine/Methamphetamine	Negative	500	250	Phencyclidine	Negative	25	25
Codine/Morphine	Negative	2000	2000	MDMA/MDA	Negative	500	250
6-Acetylmorphine	Negative	10	10				

Final Result Disposition: **Negative**

CCF Record Date and Data Entry Operator : 8/23/2024 MM/DD/YYYY - Henry, Kimberly

TO BE COMPLETED BY THE MEDICAL REVIEW OFFICER

In accordance with applicable federal requirements, my verification is:

☒ Negative ☐ Positive ☐ Test Cancelled ☐ Refusal to test because
☐ Dilute ☐ Adulterated ☐ Substituted

REMARKS:

Michelle Alexander, M.D.

Michelle Alexander, M.D.

9/24/2024 06:29 PM

(PRINT) Medical Review Officer's Name

Signature of Medical Review Officer

Date (Mo./Day/Yr.)

* Represents laboratory screening and confirmation values.

† Represents class (Sub-Class Abbreviation)

@screen Specimen Result Certificate

ID Number: [REDACTED]

Report printed on 5/1/2026 3:21:18 PM

Page 1 of 1

Attention:
Mayela Arellano
CCSD-Compliance Building Operation CBO
2832 E Flamingo Rd
Las Vegas, NV 89121

Verification Date 1/14/2025 02:00 PM

Medical Review Officer:
Michelle Alexander, M.D.
8140 Ward Parkway Suite 300
Kansas City, MO 64114
888-382-2281

Collection Site:
1215 - Concentra Medical Center - Brooks
151 W BROOKS AVE
NORTH LAS VEGAS, NV, 89030

Donor Name: Barnum, LaNae
Date Of Test: 1/10/2025
ID Number: 7943234863

Donor SSN: [REDACTED]
Donor ID: nv1901843503
Reason for Test: Random

Laboratory: Quest Diagnostics

Regulation: DOT-FMCSA
Specimen Type: Urine

Drugs Tested:

Drug Name	Result	Laboratory Screening Cutoff *	Laboratory Confirmation Cutoff *	Drug Name	Result	Laboratory Screening Cutoff *	Laboratory Confirmation Cutoff *
Marijuana Metab. (delta9THCC)	Negative	50	15	Hydrocodone/Hydromorphone	Negative	300	100
Cocaine Metabolite	Negative	150	100	Oxycodone/Oxymorphone	Negative	100	100
Amphetamine/Methamphetamine	Negative	500	250	Phencyclidine	Negative	25	25
Codeine/Morphine	Negative	2000	2000	MDMA/MDA	Negative	500	250
6-Acetylmorphine	Negative	10	10				

Final Result Disposition: Negative

CCF Record Date and Data Entry Operator : 1/10/2025 MM/DD/YYYY - Henry, Kimberly

TO BE COMPLETED BY THE MEDICAL REVIEW OFFICER

In accordance with applicable federal requirements, my verification is:

☒ Negative☐ Dilute☐ Positive☐ Test Cancelled☐ Adulterated☐ Refusal to test because☐ Substituted

REMARKS:

Michelle Alexander, M.D.



1/14/2025 02:00 PM

(PRINT) Medical Review Officer's Name

Signature of Medical Review Officer

Date (Mo./Day/Yr.)

* Represents laboratory screening and confirmation values.

† Represents class (Sub-Class Abbreviation)

EXHIBIT C

Operational Services Unit, *Transportation Department*

975 W. WELPMAN WAY • HENDERSON, NV 89044 • (702) 799-6100



CLARK COUNTY
SCHOOL DISTRICT

BOARD OF SCHOOL TRUSTEES

Gene Rasmussen, Adams, President
Pamela Zamora, Vice President
Lanae Brown, Clark
Sean Dizon, Member
Patricia Blawie, Member
Linda P. Cavazos, Member
Lydia Dominguez, Member
Ramona Papara, Southgate, Member
Adam Johnson, Member
Lisa Story, Member
Emily Stevens, Member
Blaine Elliott, Superintendent

DATE: April 28, 2026
TO: Lanae Barnum
FROM: Shalanda Brown, Director II
SUBJECT: NOTICE OF INVESTIGATORY INTERVIEW

You are directed to meet with me on:

Date: April 28, 2026
Time: 1:00 pm
Location: Employee-Management Relations (Conference Room)
CCSD-Nedra Joyce Communications Center (Building #5)
4212 E Eucalyptus Ave Annex, Las Vegas, NV 89121

The purpose of the meeting will be to discuss the following concerns:

1. Your inability to be Fit-for-Duty on April 9, 2026, when you were subjected to a Random Drug Test and subsequently tested positive for Marijuana Metabolites (Delta 9/THC). This is a violation of District Regulation 4230: Fitness for Duty, All Employees; District Regulation 4231: Alcohol and Controlled Substances (Drug) Testing; and violation of Federal Motor Carrier Safety Administration (FMCSA) regulations as a CDL holder.

If you are absent on April 28, 2026, we will meet at the stated time on the first day of your return.

The investigation into this matter may result in disciplinary action against you. Therefore, you are entitled to have a representative with you at the meeting. If you desire to have a representative present with you, it is your obligation to arrange for the same.

Signature denotes receipt only and not necessarily agreement with content.

A handwritten signature in dark ink, appearing to read "Lanae Barnum", is written over a horizontal line.
Lanae Barnum
Date 4/22/26

A handwritten signature in dark ink, appearing to read "Shalanda Brown", is written over a horizontal line.
Shalanda Brown, Director II
Date 4/22/26

Operational Services Unit, Transportation Department

975 W. WELPALAN WAY • HENDERSON, NV 89044 • (702) 799-8100



**CLARK COUNTY
SCHOOL DISTRICT**

BOARD OF SCHOOL TRUSTEES

Steve Dastumano, Mayor, Ex-Officio
Bernita Zamora, Vice President
Tamara Henson, Clerk
Kare Burton, Member
Lynne Blawieck, Member
Linda E. Caruso, Member
Lydia Dominguez, Member
Ramonita Figueroa, Student, Member
Alana Johnson, Member
Thea Sany, Member
Emily Weaver, Member
Doreen Durr, Superintendent

May 6, 2026

Lanae Barnum
1365 Frehner/P.O. Box 687
Logandale, NV 89021

RE: NOTICE OF DISCIPLINARY ACTION ~ Immediate Suspension without Pay Pending Recommendation for Dismissal

Dear Mrs. Barnum:

This letter is to inform you that you are hereby suspended without pay pending the dismissal recommendation. Grounds for this action and the specific rules violated are District Regulation 4343, I, A, (1) Incompetence; (3) Inadequate work performance; (9) Possession, use, or being under the influence of illicit drugs. Use of or being under the influence of medically prescribed drugs which may negatively affect the employee's ability to perform assigned duties. Drinking, consumption, or being under the influence of alcohol during work hours; (15) Failure to follow the rules and regulations of the District; and (16) Violation of the terms of the appropriate negotiated agreements.

The specific facts upon which this document is based are as follows:

On April 9, 2026, your inability to be Fit-for-Duty when you were subjected to a Random Drug Test and subsequently tested positive for Marijuana Metabolites (Delta-9/THCC). This is a violation of District Regulation 4230: Fitness for Duty, All Employees; & District Regulation 4231: Alcohol and Controlled Substances (Drug) Testing; and a direct violation of Federal Motor Carrier Safety Administration (FMCSA) regulations as a CDL holder. Subsequently, as a result of your positive drug test, your status under the Drug & Alcohol Clearinghouse which provides employers and government agencies with information about CDL driver drug and alcohol program violations maintained by FMCSA, lists you as a 'prohibited'. Under this query, you are unable to perform the essential functions and duties of your position as a Bus Driver for the District, therefore you cannot operate a school bus and are out of compliance.

On April 28, 2026, an investigatory conference was held. Present at the conference were you, Tamara Jamison, ESEA Designated Representative; Raymond Negrete, Director II, Employee-Management Relations; and me, Shalanda Brown, Director II, Compliance & Safety, Transportation Department. During the conference, you stated the reason why your test results were positive for Delta-9 THC, was due to you using CBD based 'gummy' products that you purchased online approximately two months ago and have been using regularly for pain. When asked why you did not seek medical advice for pain treatment, you stated you are under doctor's care of which you have been prescribed Ibuprofen however that does not take care of the pain so you looked for other ways (to treat your pain).

While you affirmed you have never smoked Marijuana and would never knowingly take something that would put your job at risk, you said ultimately you cannot provide definitive proof or documentation proving otherwise. When asked if you understood and were aware as a CDL holder, you are still prohibited from smoking, ingesting, or consuming any products that contain Marijuana, CBD, or Delta-9/THCC, you stated yes that you understood. Additionally, as a CDL holder you acknowledged and understood as you have been reported to the Clearinghouse as 'prohibited', you are unable to perform the job duties & responsibilities required of your position.

NOTICE OF PROPOSED DISCIPLINARY ACTION - Barnum, Lanae

Page 2

I believe your actions as described above constitute grounds for an Immediate Suspension without Pay Pending Recommendation for Dismissal, under School District Regulation 4343.

This recommendation for an Immediate Suspension without Pay Pending Recommendation for Dismissal will be presented to Chris Greathouse, Director III, Employee-Management Relations.

You have the right to respond telephonically or in writing to this recommendation. If you want to respond telephonically, you may meet telephonically with Chris Greathouse, Director III, Employee-Management Relations, on Wednesday, May 20, 2026, at 9:00 a.m. Please dial 702-855-0846, enter access code 257287. At that time, Chris Greathouse will conduct an administrative evidentiary hearing to determine if the facts and circumstances presented warrant the recommended disciplinary action.

In responding to this recommendation, you have the right to be assisted or represented by an Education Support Employees Association representative or another representative of your choice. You may present evidence and witnesses. You may examine witnesses and compel attendance and testimony of District employees. You may obtain copies of all documentary evidence in the possession of the District pursuant to the Nevada Rules of Civil Procedure. You may request that the proceedings be recorded for future transcription. The result of this hearing may be appealed pursuant to the negotiated agreement with the Education Support Employees Association of Clark County and the Clark County School District.

In the event that the recommendation is denied, the Clark County School District reserves the right to take any other appropriate disciplinary action in lieu of the recommendation for dismissal.



Shalanda Brown
Director II, Compliance & Safety, Transportation

5/6/26

Date

RECEIPT is hereby acknowledged of the above 2-page Notice of Disciplinary Action. My signature does not indicate agreement with the contents of this Notice, only that I have received a copy.



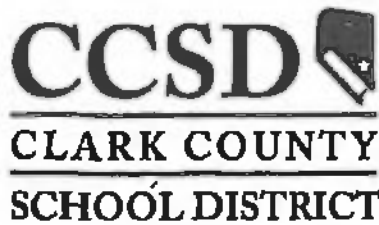
Lanae Barnum

5/6/26

Date

Distribution: Original – Personnel File
Copy – Employee
Copy – Division Head
Copy – Department Head
Copy – Human Resources: support.discipline@nv.ccsd.net, transportation.discipline@nv.ccsd.net
Copy – Employee Management Relations

555529



Employee-Management Relations
INTEROFFICE MEMORANDUM

DATE: May 7, 2026
TO: Cedric Cole, Assistant Human Resources Officer
FROM: Raymond Negrete, Director II 
SUBJECT: 01A – Recommended for Dismissal – Bamum, Lanae (555529)

The following employee was recommended for dismissal on May 6, 2026. Please arrange for the employee to be coded as 01A-- Recommended for Dismissal and continue employee insurance.

Employee Name: Lanae Barnum
Employee ID: 555529
Effective Date: May 6, 2026
Work Location: Transportation/ 0091

Thank you.

RN:lr
Attachment

c: Jo Anna Grant
Sonja Middleton
Nadine Gonzales
Leaher Davis
Dru Carpenter

✓
4/28
5/7/26
✓

HUMAN RESOURCES DIVISION, *Employee-Management Relations*

4212 EUCALYPTUS AVE., BLDG. 5 • LAS VEGAS, NEVADA 89121 • 702-799-0210 • FAX 702-799-5337



CLARK COUNTY
SCHOOL DISTRICT

BOARD OF SCHOOL TRUSTEES

Emily Stevens, President
Irene Bustamante Adams, Vice President
Lydia Dominguez, Clerk
Isaac Barron, Member
Lorena Biasotti, Member
Linda B. Cavazos, Member
Ramona Espinoza-Stoffregen, Member
Tamela Henry, Member
Adam Johnson, Member
Lisa Savory, Member
Dorela Zunora, Member
Jillene Eben, Superintendent

CERTIFIED MAIL
RETURN RECEIPT 7099 3220 0008 0923 8464
AND U.S. MAIL

May 22, 2026

Lanae Barnum
1365 Frehner/P.O. Box 687
Logandale, NV 89021

Re: Notice of Disciplinary Action – Immediate Suspension without Pay Pending Recommendation for Dismissal

Dear Ms. Barnum:

This letter is notification to you of actions being taken regarding the recommendation of Shalanda Brown, Director II, Compliance and Safety, Transportation for your dismissal. The specific allegations were outlined in Shalanda Brown's letter to you dated May 6, 2026.

I convened your evidentiary hearing on Wednesday, May 20, 2026, 9:00 a.m., in addition to you and me the following were in attendance:

Shalanda Brown, Director II, Transportation
Tamara Jamison, ESEA Designated Representative
Raymond Negrete, Director II, Employee-Management Relations

After considering the evidence, I find that there **are** sufficient grounds for your dismissal under Clark County School District Regulation 4343.

Therefore, it is my decision that your dismissal is accepted and you are hereby dismissed from employment with the Clark County School District effective May 6, 2026.

This dismissal may be appealed as provided in the Negotiated Agreement between the Clark County School District and the Education Support Employees Association. An appeal must be in writing and must be properly noticed to Employee-Management Relations, 4212 Eucalyptus Ave, Bldg. #5, Las Vegas, NV 89121, within the contractual time limits.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Greathouse", written over a horizontal line.

Chris Greathouse, Director III
Employee-Management Relations

Distribution: Shalanda Brown

EXHIBIT D

EE: Lanae Barnum

Date: 04-28-2026 @ 1:00 pm EMR-Conference Room

Present at the interview:

- ☒ Employee - **Lanae Barnum (LB)**
- ☒ ESEA Designated Rep - Tamara Jamison
- ☒ Shalanda Brown, Director II, Transportation
- ☒ Raymond Negrete, Director II, EMR

We're meeting today to discuss concerns as outlined on the IC you received which states:

1. Your inability to be Fit-for-Duty on April 9, 2026, when you were subjected to a Random Drug Test and subsequently tested positive for Marijuana Metabolites (Delta 9/THC). This is a violation of District Regulation 4230: Fitness for Duty, All Employees; District Regulation 4231: Alcohol and Controlled Substances (Drug) Testing; and violation of Federal Motor Carrier Safety Administration (FMCSA) regulations as a CDL holder.

I am advising you that you are required to be honest with the answers you provide to the questions in our meeting today. Any dishonesty could subject you to discipline including, but not limited to suspension and/or dismissal.

Do you understand?

- ☐ Yes
- ☐ No

Before we get started with specific questions related to our meeting, is there anything you would like to share with us as it relates to the concerns outlined on your notice?

LB: NO.

EE: Lanae Barnum

Date: 04-28-2026 @ 1:00 pm EMR-Conference Room

1. On April 9, 2026, you were subjected to a Random Drug testing, and the results were positive for Delta-9 THC. Delta-9 THC is commonly found in edibles, CBD products such as hand creams, lotions, oils, etc.

Did you receive the SAP notification and have been interviewed by the Medical Review Officer (MRO)? Give copies of documents if needed.

LB: Yes the Dr. called me.

When was the last time you ingested any edibles, smoked marijuana, or used any CBD product?

LB: I had a gummie the night before the Dr. called me with the results. I haven't had one since (April 20, 2026)

Possible Follow-up:

she started taking them 2 months ago. It was how can you definitively prove you only took (if only was CBD product) or did not use/smoke Marijuana?

I Don't smoke marijuana.

Shipment.
She takes them before she goes to bed.

Do you understand that as a CDL holder, you are prohibited from smoking, ingesting, or consuming any products that contain Marijuana or Delta-9 THC?

LB: Yes

I was taking for pain. They seemed safe and that's why I ordered them.

Ray: Why didn't you

seek any medical

advice before

taking for pain or treatment.

Do you understand when a testing technician completes the testing process, and as you have tested positive for Delta-9 THC, your status is entered into the Clearinghouse as 'prohibited'?

LB: Yes

LB: I am under Dr's care and the Ibuprofen given is not enough.

Additionally, when you are reported as such, you are not permitted to transport students and are therefore considered to be out of compliance with your job duties & responsibilities as a bus driver. Do you understand?

LB: Yes

Have not started the SAP process.

Ray: Did you go on the DOT website to see whether the item you bought was prohibited.

Page 2

LB: No.

EE: Lanae Barnum

Date: 04-28-2026 @ 1:00 pm EMR-Conference Room

Do you have anything to add before we end our questioning?

LB: No

W: Just asking that you take all the years of her
Before we conclude our meeting, you are going to be issued verbal directives and they will be followed up employment
with in writing. into consideration

As it relates to any student, parent, staff, community member, and/or other than administration you are
directed to: in her family.

- Refrain from discussing any of the concerns mentioned or addressed in our meeting with any persons mentioned.
- Not retaliate against any persons mentioned.
- Always remain professional in all interactions with those persons mentioned.
- Immediately review, adhere to, and follow CCSD Regulation 4230 & 4231.

Q: Do you understand these directives as they've been issued to you verbally?

LB: Yes

EE: Lanae Barnum

Date: 04-28-2026 @ 1:00 pm EMR-Conference Room

Present at the Interview:

- ☒ Employee - **Lanae Barnum (LB)**
- ☒ ESEA Designated Rep - Tamara Jamison
- ☒ Shalanda Brown, Director II, Transportation
- ☒ Raymond Negrete, Director II, EMR 

We're meeting today to discuss concerns as outlined on the IC you received which states:

1. Your inability to be Fit-for-Duty on April 9, 2026, when you were subjected to a Random Drug Test and subsequently tested positive for Marijuana Metabolites (Delta 9/THC). This is a violation of District Regulation 4230: Fitness for Duty, All Employees; District Regulation 4231: Alcohol and Controlled Substances (Drug) Testing; and violation of Federal Motor Carrier Safety Administration (FMCSA) regulations as a CDL holder.

I am advising you that you are required to be honest with the answers you provide to the questions in our meeting today. Any dishonesty could subject you to discipline including, but not limited to suspension and/or dismissal.

Do you understand?

- ☒ Yes
- ☐ No

Before we get started with specific questions related to our meeting, is there anything you would like to share with us as it relates to the concerns outlined on your notice?

LB: No;

EE: Lanae Barnum

Date: 04-28-2026 @ 1:00 pm EMR-Conference Room

1. On April 9, 2026, you were subjected to a Random Drug testing, and the results were positive for Delta-9 THC. Delta-9 THC is commonly found in edibles, CBD products such as hand creams, lotions, oils, etc.

Did you receive the SAP notification and have been interviewed by the Medical Review Officer (MRO)? Give copies of documents if needed.

LB: yes - doctor did call me;

When was the last time you ingested any edibles, smoked marijuana, or used any CBD product?

LB: I had a gummy the night before the doctor called me w/ results. I have not had any since.
- my boss texted me; → day that she called; April 21, 2024

Possible Follow-up:

How can you definitively prove you only took (if only was CBD product) or did not use/smoke Marijuana? Do not smoke marijuana;

wasn't aware there was

→ seeking pain relief is ~~an~~ advertisement. that's why I ordered knowingly take anything that would.

Do you understand that as a CDL holder, you are prohibited from smoking, ingesting, or consuming any products that contain Marijuana or Delta-9 THC?

LB: yes;

Do you understand when a testing technician completes the testing process, and as you have tested positive for Delta-9 THC, your status is entered into the Clearinghouse as 'prohibited'?

LB: yes;

Additionally, when you are reported as such, you are not permitted to transport students and are therefore considered to be out of compliance with your job duties & responsibilities as a bus driver.

Do you understand?

LB: yes;

↳ Have you started that process?
No; U

→ 20 years;

follow. started: 2 months ago; 2nd shipment;
one-evening before;
↳ provided copies of product.

→ why didn't you seek medical/attention

under doctor's care 800 ib; doesn't take care
of the pain; looked for other

↳ 20 yrs; training of the website; so long ago.
never heard negative rand. test; -
- something that came to mind; -

TJ:

EE: Lanae Barnum

Date: 04-28-2026 @ 1:00 pm EMR-Conference Room

Do you have anything to add before we end our questioning?

LB: Nope; —

Before we conclude our meeting, you are going to be issued verbal directives and they will be followed up with in writing.

As it relates to any student, parent, staff, community member, and/or other than administration you are directed to:

- Refrain from discussing any of the concerns mentioned or addressed in our meeting with any persons mentioned.
- Not retaliate against any persons mentioned.
- Always remain professional in all interactions with those persons mentioned.
- Immediately review, adhere to, and follow CCSD Regulation 4230 & 4231.

Q: Do you understand these directives as they've been issued to you verbally?

LB: yps; —

* TJ: - All years; past drug testing;
- Did not know;
- only person asking;

EXHIBIT E

Tamura Jamison

From: Raymond Negrete [Employee-Management Relations] <negrer@nv.ccsd.net>
Sent: Wednesday, June 24, 2026 10:36 AM
To: Tamura Jamison
Subject: Re: Lanae Barnum

Hello Tamura,

As discussed, the District unfortunately does not have an appetite for entering into a Settlement Agreement. Please let me know if you need anything else. Thank you and have a great day!!

Raymond Negrete IV

Director II
Employee-Management Relations/Human Resources Division

On Fri, May 22, 2026 at 12:06 PM Tamura Jamison <tjamison@teamsters14.com> wrote:
Greetings Ray,

Happy Friday!!!

Can you check if the district has an appetite for a settlement offer?

Thank you!!

Respectfully,
Tamura Jamison
Organizer | Business Representatives
Teamsters Local 14
8951 W. Sahara Ave. Ste. 100
Las Vegas, NV 89117
725.233.5805

EXHIBIT F

CLARK COUNTY SCHOOL DISTRICT REGULATION

R-4231

ALCOHOL AND CONTROLLED SUBSTANCES (DRUG) TESTING

In compliance with the federal Omnibus Transportation Employee Testing Act of 1991, the Clark County School District requires applicants for safety-sensitive positions and employees in safety-sensitive positions to submit to testing for use of controlled substance(s) and misuse of alcohol. Additionally, the Clark County School District requires the same mandatory alcohol and drug testing of applicants and employees in positions which require the possession of a firearm or which may require an employee to discharge a firearm. This regulation does not limit or modify testing conducted pursuant to any other statute, regulation, procedure or contractual agreement.

A safety-sensitive employee is an individual who, according to the respective authorized District job description, must possess a commercial driver's license (CDL) or possess and/or discharge a firearm in the performance of his/her duties. Likewise a safety-sensitive position is that position wherein an incumbent employee or successful applicant must possess a commercial driver's license (CDL) or possess and/or discharge a firearm.

- I. Notwithstanding other established employment prerequisites, drug and alcohol testing requirements for employees/applicants who are required to possess a commercial driver's license will comply with the Omnibus Transportation Employee Testing Act of 1991. Testing by the Clark County School District of other employees/applicants, although not covered by federal regulation, may be handled in the same manner to those tested as a part of the federal regulation.

Testing for the use of drugs or misuse of alcohol for covered employees is required in the following circumstances:

- A. Pre-employment – conducted before an applicant or employee may perform a safety-sensitive function for the first time or when a District employee transfers to a covered safety-sensitive position. All applicants or employees applying for a safety-sensitive position will be expected to comply with this requirement before being placed on payroll as a safety-sensitive employee.
- B. Post-accident/incident – conducted as soon as practical following a vehicular accident where the employee in the safety-sensitive position was operating a vehicle within the scope of employment and the accident resulted in the loss of human life; the employee was issued a citation under state or local law for a moving traffic

violation as a result of the accident; when the vehicle operated by the safety-sensitive employee involved in the accident was disabled and could not be driven from the scene of the accident; or where the employee in the safety-sensitive position discharged a firearm.

A safety-sensitive employee subject to post-accident/incident testing shall remain readily available for testing or may be deemed by the District to have refused to submit to testing. An employee must submit to an alcohol and drug test immediately following a qualifying accident/incident.

- C. Reasonable suspicion – conducted when a trained supervisor observes specific, contemporaneous, articulable behavior, speech, or body odor that is characteristic of alcohol or substance misuse. The trained supervisor who makes the determination that reasonable suspicion exists to conduct an alcohol or drug test will not conduct the test.
- D. Random testing – conducted on a random unannounced basis. For purposes of random testing, safety-sensitive employees who are required to possess a CDL and employees who are required to possess/discharge a firearm will be considered as two distinct separate groups.
 - 1. A safety-sensitive employee required to possess a CDL will be tested according to the following:

The percentage of employees subject to random alcohol and drug testing each calendar year will equal at least the minimum rate established for that year by the appropriate agency of the United States Department of Transportation, Federal Highway Administration. In compliance with federal regulation, these limits may be adjusted annually.

Unannounced random alcohol (breath) testing will be conducted just before, during, or just after performing a safety-sensitive function. Unannounced random drug testing (urine, split-specimen) will be scheduled during a safety-sensitive employee's assigned work shift.
 - 2. All safety-sensitive employees who are required to possess a firearm or who may, in the course of their employment, be required to discharge a firearm will be subject to random drug and/or alcohol testing. A safety-sensitive employee

randomly selected in this manner may then be scheduled for testing at the District's sole discretion at any time.

An employee who submits to random drug and/or alcohol testing will do so at a district-approved laboratory within two (2) hours of the end of the employee's assigned work shift or at any time during the employee's assigned work shift. Employees who report for testing at an approved laboratory shall do so in civilian clothing. If available, employees may utilize official school district police department locker facilities to secure their duty equipment and change into civilian clothing prior to reporting for testing at the approved laboratory.

- II. Alcohol testing will be conducted by a certified Breath Alcohol Technician using an authorized breath-testing device.

Drug testing will be conducted by a laboratory certified and monitored by the U.S. Department of Health and Human Services.

- A. Drug testing will be by urine, split-specimen.
- B. All urine specimens will be analyzed for the illegal or misuse of drugs to include, but not limited to, the following:
 - 1. Marijuana (THC metabolite)
 - 2. Cocaine metabolites
 - 3. Amphetamines
 - 4. Methamphetamines
 - 5. Opiates (including heroin)
 - 6. Phencyclidine (PCP)

The expense of testing required by federal and/or District regulation will be borne by the District.

- C. A safety-sensitive employee who tests positive for alcohol misuse or illegal/illicit drugs, absent a legitimate medical reason for a positive result, will be subject to dismissal and immediately removed from duty, without pay, whether or not there is additional evidence that the employee's job performance has been negatively affected by alcohol misuse or illegal/illicit drug use.
- III. An employee discharged because of a positive test for alcohol misuse and/or illegal/illicit drugs may apply for consideration for reemployment

with the Clark County School District after successful completion of a rehabilitation program at the expense of the discharged employee, submission of the necessary employment screening documents for position(s) open to out-of-district applicants and, if subsequently employed by the District in any position, be subject to return-to-employment and follow-up testings.

Return-to-employment and follow-up testing – conducted prior to a former employee's return to employment after engaging in conduct prohibited (alcohol misuse or drug use) by federal regulation, District regulation, or District procedures. Required follow-up testing shall also occur as directed by a substance abuse professional of the District's choice not less than at least six (6) times within the twelve (12) months following the employee's return to duty. Required follow-up testing may be extended up to but not beyond sixty (60) months from the date of the former employee's reemployment.

IV. Unless required by federal law, District regulation(s), or District procedures, the Clark County School District is not required to provide rehabilitation, pay for treatment, or reinstate an employee who misuses alcohol or uses drugs. All costs for employee rehabilitation, return-to-employment testing and evaluation by a substance abuse professional will be borne by the employee wishing to be reemployed.

A. Unauthorized or illegal/illicit use of drugs is prohibited for all District employees, at all times, whether on or off duty and will subject the employee to dismissal.

For purposes of this subsection, the term "illegal/illicit use of drugs" shall not include the use of marijuana/THC, if the use of marijuana/THC is:

1. Done by a non-safety-sensitive employee;
2. Done in a manner that is lawful pursuant to Nevada law;
3. Is not done during working hours; and
4. Is not done on any District property, at any District-related activity or event, or while performing any District work.

Police officers and safety-sensitive employees are not allowed to possess, use, or be under the influence of marijuana/THC at any time.

B. No safety-sensitive employee will report for duty within four (4) hours of using alcohol or remain on duty while under the influence of or while having an alcohol concentration in excess of 0.02 grams

of alcohol per 210 liters of breath. No safety-sensitive employee will use alcohol while on duty.

- C. An employee will be subject to dismissal for possession, use or being under the influence of illicit drugs, use of or being under the influence of medically prescribed drugs which may negatively affect the employee's ability to perform assigned duties; or for drinking, consumption, or being under the influence of alcohol during working hours.

For purposes of this subsection, the term "illicit drugs" shall not include marijuana/THC, if the possession, use, or state of being under the under influence of marijuana is:

1. Done by a non-safety-sensitive employee;
2. Done in a manner that is lawful pursuant to Nevada law;
3. Is not done during working hours; and
4. Is not done on any District property, at any District-related activity or event, or while performing any District work.

Police officers and safety-sensitive employees are not allowed to possess, use, or be under the influence of marijuana/THC at any time.

- V. An employee who misuses alcohol as prohibited in IV.B. above or uses drugs illegally/illicitly is subject to dismissal, and will be immediately removed without pay from performing a safety-sensitive function whether or not there is additional evidence that such prohibited behavior has adversely impacted the employee's job performance. A safety-sensitive employee who refuses or fails to take a required test as directed will be treated in the same manner as a safety-sensitive employee testing positive, and such refusal or failure will result in the employee's immediate removal from duty without pay and dismissal.

Employee misconduct is not excused by "self-identification" for any alcohol or drug problem.

A positive test for alcohol misuse or illegal/illicit use of drugs or an employee's refusal or failure to comply with the requirements of federal or District regulation, and corresponding procedures for implementation, will result in the employee's immediate removal from duty without pay and a recommendation for dismissal.

- VI. Supervisors (administrative and non-administrative) responsible for safety-sensitive employees and job functions will be trained, by approved

trainers, in the identification of articulable behavior characteristics of the misuse of alcohol and illegal/illicit use of drugs. At a minimum, training will conform with those requirements established by the federal regulation.

- VII. The Clark County School District administration will develop specific procedures for implementation of this regulation and communicate the procedures for implementation and other requirements to safety-sensitive employees.

- VIII. The administration, Human Resources Division, will identify a professional vendor or vendors to: manage the components of this regulation; insure the integrity and confidentiality of employee identification, testing, and corresponding reporting of the results of each test; and manage and maintain all necessary records related to employee testing and the implementation of this regulation and the corresponding federal regulation.

Review Responsibility:	Human Resources Division
Adopted:	[10/26/93]
Revised:	(1/10/95; 10/22/96)
Pol Gov Rev:	6/28/01
Revised:	11/02/06; 12/12/19

LaNae Barnum (Complainant)

**Opposition to Teamsters, Local 14's
Motion to Dismiss**

STATE OF NEVADA

BEFORE THE GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS
BOARD

Lanac D. Barnum,
Complainant,

v.

Clark County School District, a political subdivision of the State of Nevada; and
Teamsters Local 14, a Nevada employee organization,
Respondents.

Case No. 2026-011

COMPLAINANT'S OPPOSITION TO TEAMSTERS LOCAL 14'S MOTION TO
DISMISS

Complainant, Lanac D. Barnum, hereby submits this Opposition to Teamsters
Local 14's Motion to Dismiss. This Opposition is timely filed pursuant to NAC
288.240(4).

I. INTRODUCTION

Teamsters Local 14's Motion to Dismiss misstates the facts, minimizes its
obligations, and incorrectly asserts that the Complaint fails to state a claim. The
Complaint alleges that Teamsters Local 14 failed to provide fair representation,
failed to advocate for Complainant, failed to challenge the District's actions, failed
to investigate, failed to communicate, and failed to pursue arbitration. These
allegations fall squarely within the Board's jurisdiction under NRS 288.270 and
long-standing EMRB precedent regarding the duty of fair representation.

For these reasons, the Motion to Dismiss must be denied.

II. TEAMSTERS MISCHARACTERIZES ITS ROLE AND RESPONSIBILITIES

Teamsters argues that it “attended meetings” and therefore fulfilled its obligations. Attendance alone does not constitute representation. The duty of fair representation requires more than physical presence. It requires meaningful advocacy, investigation, communication, and protection of the employee’s rights.

Teamsters did not challenge the District’s process, did not question the drug test, did not raise procedural defects, did not address the delayed termination letter, did not challenge the lack of progressive discipline, did not investigate the CBD issue, did not request additional documentation, did not advise Complainant of her rights, and did not pursue arbitration. These failures go far beyond mere disagreement over strategy; they constitute a complete failure to represent.

III. THE EMRB HAS JURISDICTION OVER DUTY OF FAIR REPRESENTATION CLAIMS

Teamsters argues that the Complaint does not allege a prohibited practice. This is incorrect. The Complaint alleges that Teamsters failed to fairly represent Complainant, which is a prohibited practice under NRS 288.270(2). The EMRB has repeatedly held that unions owe a duty of fair representation to bargaining-unit members and that violations of that duty fall within the Board’s jurisdiction.

The Complaint alleges that Teamsters acted arbitrarily, capriciously, and without regard for Complainant’s rights. These allegations are sufficient to state a claim.

IV. TEAMSTERS FAILED TO PROVIDE FAIR REPRESENTATION

Teamsters’ Motion attempts to reduce its role to mere attendance at meetings. However, the duty of fair representation requires more than showing up. It requires meaningful participation, advocacy, and protection of the employee’s rights throughout the disciplinary process.

Teamsters failed to challenge the District’s procedural errors, failed to address the delayed termination letter, failed to question the lack of written notice, failed to challenge the District’s inconsistent timelines, failed to investigate the CBD issue,

failed to request additional testing or clarification, failed to advise Complainant of her rights under the CBA and NRS 288, and failed to pursue arbitration despite Complainant's desire to continue the process. These failures deprived Complainant of a fair opportunity to defend herself.

V. TEAMSTERS' ARGUMENT THAT IT "HAD NO CONTROL" OVER THE DISTRICT IS MISLEADING

Teamsters asserts that it cannot be held responsible for the District's actions. While it is true that the union does not control the employer, it is responsible for advocating on behalf of the employee. Teamsters had the ability and obligation to challenge the District's actions, raise procedural defects, demand proper notice, request additional information, and pursue arbitration. It did none of these things.

The union's failure to act contributed directly to the harm suffered by Complainant.

VI. TEAMSTERS' MOTION IGNORES KEY FACTS

Teamsters' Motion does not address the union's failure to communicate with Complainant, failure to explain her rights, failure to challenge the District's process, failure to investigate the circumstances of the drug test, failure to question the District's inconsistent handling of the case, failure to address the delayed termination letter, and failure to pursue arbitration.

These omissions are central to the Complaint and cannot be ignored.

VII. CONCLUSION

The Complaint alleges that Teamsters Local 14 failed to provide fair representation, failed to advocate for Complainant, failed to investigate, failed to communicate, and failed to pursue arbitration. These allegations state a valid claim under NRS 288.270(2). Teamsters' Motion to Dismiss relies on mischaracterization and omission rather than addressing the substance of the Complaint.

For these reasons, Complainant respectfully requests that the Board DENY Teamsters Local 14's Motion to Dismiss.

DATED: June 26, 2026

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lanac B", followed by a long, horizontal, wavy line that extends to the right.

Lanac D. Barnum

Complainant

P.O. Box 1072

Overton, NV 89040

Teamsters, Local 14 (Respondent)

**Reply in Support of Motion to Dismiss
Prohibited Practices Complaint**

Bradley C.W. Combs, Esq.
Nevada State Bar No. 16391
General Counsel
International Brotherhood of Teamsters, Local 14
8951 W. Sahara Ave. #100
Las Vegas, NV 89117
Telephone: (702) 384-7841

Attorney for Respondent Teamsters, Local 14

Before the State of Nevada
Government Employee-Management
Relations Board

LANAE D. BARNUM,

Complainant,

v.

CLARK COUNTY SCHOOL DISTRICT;
TEAMSTERS, LOCAL 14

Respondents.

CASE NO.: 2026-011

TEAMSTERS LOCAL 14'S REPLY IN
SUPPORT OF MOTION TO DISMISS
PROHIBITED PRACTICES COMPLAINT

TEAMSTERS, LOCAL 14 ("Union," "Respondent" "Local" or "Local 14") LANAE D. files this Reply in Support of it's Motion to Dismiss BARNUM's ("Complainant") Complaint as there is no probable cause for consideration. This Reply is based upon papers and pleadings on file herein, the attached Memorandum of Points and Authorities, and any oral argument permitted.

I. INTRODUCTION

Ms. Barnum asserts one cause of action against Teamsters, Local 14, violation of the Duty of Fair Representation. Complaint at ¶23. Ms. Barnum's Complaint, as it relates to Local 14, rests on multiple defective allegations: (a) That Local 14 "failed the investigate the allegations";

TEAMSTERS' LOCAL 14'S REPLY IN SUPPORT OF MOTION TO DISMISS

(b) that Local 14 was "failing to challenge CCSD's procedural violations"; (c) that Local 14 was "failing to enforce progressive discipline" (d) that Local 14 was "failing to communicate material information"; and (e) that Local 14 was "failing to advocate on Complainant's behalf. *Id.* at *25.

In each of these instances, there is ample evidence to the contrary. Further, at no point does Ms. Barnum provide case law in her opposition to demonstrate how any of these actions constitute a violation of the Duty of Fair Representation, which require that Complainant show that the Union acted arbitrary, in bad faith, or with discrimination. *Ashley DeSouza v. Clark County Education Association and Clark County School District*, Case No. 2024-035, Item No. 906A, P. 2. (EMRB, January 28, 2025) (citing *Weiner v. Beatty*, 121 Nev. 243, 249, 116 P.3d 829, 832 (2005)). Because the Complaint does not set forth facts which showed that the Union acted arbitrary, in bad faith, or with discrimination, the Board should dismiss the matter under NAC 288.375 as there is no probable cause.

II. MEMORANDUM OF POINTS AND AUTHORITIES

A. Legal Standards

To properly allege a breach of the duty of fair representation, the standard is whether the employee organization has acted in a manner that is arbitrary, discriminatory, or in bad faith. *Ashley DeSouza v. Clark County Education Association and Clark County School District*, Case No. 2024-035, Item No. 906A, p. 2. (EMRB, January 28, 2025) (citing *Weiner v. Beatty*, 121 Nev. 243, 249, 116 P.3d 829, 832 (2005)). The Board may dismiss a case when the Complaint "fails to allege elements necessary to the Complainants prima facie case." *Leon Greenberg v. Clark County*, Case No. AI-045795, Item 577C, P. 6 (EMRB, July 21, 2005). An employee organization's actions are arbitrary only if the employee organization's conduct can be fairly characterized as so far outside a "wide range of reasonableness that it is wholly 'irrational' or 'arbitrary.'" *Id.* (citing *Brian Heitzinger v. Las Vegas-Clark County Library District*, Case No.

1 A1-045977, Item No. 728C at 11 (EMRB, Jan. 30, 2012)). To prove discriminatory conduct
2 relating to a breach of the duty of fair representation, the Complainant must produce substantial
3 evidence that the discrimination was intentional, severe, and unrelated to legitimate employee
4 organization objectives. *Id.* (citing *Bybee & Gingell v. White Pine County Sch. Dist.*, Case No.
5 A1-045972, Item No. 724B at p.7 (EMRB, Feb. 9, 2011)).

6 “In order to show ‘bad faith,’ a complainant must present substantial evidence of fraud,
7 deceitful action or dishonest conduct.” *Id.* (internal citations omitted.)

8 B. Legal Argument

9 In this case, Ms. Barnum’s Complaint does not specify whether she believes Local 14
10 was acting in an arbitrary matter, a discriminatory matter, or in bad faith, but lumps all three
11 together. *Complaint* at ¶25. Instead, Ms. Barnum’s Complaint lists various allegations, without
12 sufficient evidence, such as the failure to investigate, challenge CCSID’s procedural violations,
13 enforce progressive discipline, communicate material information, advocate on Plaintiff’s
14 behalf, refuse to pursue arbitration without a rational basis, misrepresent the status of
15 Complainant’s termination, and abandoning Complainant to navigate HR alone.

16 In Complainant’s Opposition to the Motion to Dismiss, she does not state which actions
17 she believed to have been arbitrary, which actions she believes to have been in bad faith, or
18 which actions she believes to have been discriminatory. Nor does Complainant provide case law
19 demonstrating how any of the above listed actions fall under the categories of arbitrariness,
20 discrimination, or bad faith. Instead, she realleges her Complaint, without tying any of the
21 alleged actions to arbitrariness, discrimination, or bad faith. Moreover, Complainant does not
22 provide evidence to bolster her factual allegations, of which each was addressed in Local 14’s
23 Motion to Dismiss.

1 1. Complainant's Facts Do Not Give Rise to Probable Cause for Violations
2 of the Duty of Fair Representation

3 In Complainant's Opposition, she states that "Teamsters argues that the Complaint does
4 not allege a prohibited practice. This is incorrect." *Opposition*, at Page 2. Certainly, it is
5 understood that Complainant uses the words "Prohibited practice" and "Duty of Fair
6 Representation" in her Complaint. However, none of the facts alleged in Ms. Barnum's
7 Complaint demonstrate actions which were arbitrary, discriminatory, or in bad faith. As stated
8 in the Motion, "if there are a lack of sufficient facts to give rise to a justiciable controversy,
9 there is also a lack of probable cause." *Adonis Valentin v. Clark Co. Public Works, Case No.*
10 *A1-046010, Item # 762 (EMRB, July 1, 2011).*

11 Instead, the facts show that the Local timely filed a grievance, represented Ms. Barnum
12 at her disciplinary conference (See Motion Exhibit D at Disciplinary Conference Notes), sent a
13 detailed request for information (See Motion Exhibit B at Response to Request for Information),
14 and even after termination requested settlement with the District. See Motion Exhibit E. That
15 Ms. Barnum states that the Teamsters acted "arbitrarily, capriciously, and without regard for
16 Complainant's rights" does not retroactively take her factual allegations and turn them into
17 properly pleaded allegations which demonstrate the elements of a violation of the Duty of Fair
18 Representation.

19 2. The Local Provided Fair Representation
20
21
22

1 Ms. Barnum's reply states that the Teamsters did not provide fair representation and that
2 "The duty of fair representation requires more than showing up. It requires meaningful
3 participation, advocacy and protection of the employee's rights throughout the disciplinary
4 process." Ms. Barnum does not provide case law which sets forth any of these claims.

5 Nevertheless, Local 14 strongly denies such an accusation. As stated, the Local timely
6 filed the grievance, requested information related to Ms. Barnum's drug test, participated in the
7 disciplinary process at each step, ensured that the District was following progressive discipline,
8 and even asked the District about settling the matter even when it knew advancing the matter to
9 arbitration would result in a loss. In each step, Local 14 was acting within the "wide range of
10 reasonableness" available to a Union when processing a disciplinary matter. *Brian Heitzinger v.*
11 *Las Vegas-Clark County Library District*, Case No. A1-045977, Item No. 728C at 11 (EMRB,
12 Jan. 30, 2012)).

13 3. Local 14 Is Not "Misleading" When it Says it Cannot Control the District

14 Ms. Barnum's Opposition states that Local 14 "had the ability and obligation to
15 challenge the District's actions, raise procedural defects, demand proper notice, request
16 additional information, and pursue arbitration." See Opposition at Page 3. Ms. Barnum does not
17 note which of the District's actions needed to be challenged, or how they were in violation of
18 the Contract or Nevada law. Ms. Barnum does not state what "procedural defects" Local 14
19 needed to have raised. Ms. Barnum does not state what notice she failed to receive, what
20 additional information should have been requested, or why the Local had an obligation to take a
21 non-meritorious case to arbitration when the case law under *Faca v. Sipes* clearly demonstrates
22 that an individual employee has no absolute right to have their grievance taken to arbitration.

23 TEAMSTERS' LOCAL 14'S REPLY IN SUPPORT OF MOTION TO DISMISS

1 4. The Local Did Not Ignore "Key Facts" in It's Motion

2 Ms. Barnum additionally states that the Motion "does not address the union's failure to
3 communicate with Complainant, failure to explain her rights, failure to challenge the District's
4 process, failure to investigate the circumstances of the drug test, failure to question the District's
5 inconsistent handling of the case, failure to address the delayed termination letter, and failure to
6 pursue arbitration."

7 Without repeating the substance of the Motion itself, it goes without saying that this is
8 false. The Motion addresses the Union's numerous communications with Plaintiff. Plaintiff
9 does not specify what the "circumstances of the drug test" are, or how they negate her clear
10 positive result which she does not deny. Plaintiff further does not specify how the District's
11 handling of the matter was inconsistent, show how a delayed termination letter from the District
12 provides that there was a violation of the Duty of Fair Representation, or demonstrate how she
13 has a right to individually demand arbitration under *Vaca v. Sipes*.

14 **III. CONCLUSION**

15 Ms. Barnum's Complaint does not plead a set of facts demonstrating union conduct
16 outside a "wide range of reasonableness that it is wholly 'irrational' or 'arbitrary.'" *Id.* (citing
17 *Brian Heitzinger v. Las Vegas-Clark County Library District*, Case No. A1-045977, Item No.
18 728C at 11 (EMRB, Jan. 30, 2012) (citing *Marquez v. Screen Actors Guild, Inc.*, 525 U.S. 33, 45
19 (1998)). Ms. Barnum does not demonstrate that the union acted with discrimination. Let alone
20 discrimination that is "intentional, severe, and unrelated to legitimate employee organization
21 objectives. *Id.* Citing *Bybee & Gingell v. White Pine County Sch. Dist.*, Case No. A1-045972,
22 Item No. 724B at p.7 (EMRB, Feb. 9, 2011). Ms. Barnum's set of facts do not show "substantial
23 evidence of fraud, deceitful action or dishonest conduct" to show that there was any element of

1 bad faith in the Local's handling of the grievance. *Bybee & Gingell v. White Pine County Sch.*
2 *Dist.*, Case No. AI-045972, Item No. 724B at p.7 (EMRB, Feb. 9, 2011).

3 Instead, the facts show that the Union acted reasonably and in its representation of Ms.
4 Barnum. Therefore, there is no probable cause, and the matter should be dismissed under NAC
5 288.375.

6 Respectfully submitted,

7 *By: Bradley C.W. Combs*

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1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on July 13, I have mailed, as required by NAC 288.070(d)(2), a true
3 and correct copy of TEAMSTERS LOCAL 14'S MOTION TO DISMISS as addressed below. I
4 also have filed the document with the Nevada Government Employee-Management Relations
5 Board via its email address at emrb@business.nv.gov:

6
7 Ms. Lanac Barnum
8 P.O. Box 687
9 Logandale, NV 89021

10 Clark County School District
11 5100 W. Sahara Avenue
12 Las Vegas, Nevada 89146

13 /s/ Bradley C.W. Combs, Esq.