NEGOTIATION AGREEMENT

Between

CHURCHILL COUNTY SCHOOL DISTRICT

and the

NEVADA CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION

2023-2025

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TRUSTEES OF CHURCHILL COUNTYNEVADA CLASSIFIED SCHOOL SCHOOLDISTRICT EMPLOYEES ASSOCIATION48

PREAMBLE

This agreement is made and entered into by and between the Churchill County School District, State of Nevada, hereinafter referred to as the "School District" and the Nevada Classified School Employees Association, Chapter 5, hereinafter referred to as the "Association".

WHEREAS, a free and open exchange of views is desirable and necessary by and between the parties hereto in their efforts to negotiate in good faith and in compliance with NRS 288, and

WHEREAS, members of the classified employees in the District have the right to join, or not join, any organization for their professional or economic improvements,

WHEREAS, all provisions of Chapter 288, Nevada Revised Statutes, are made a part of this Agreement by reference:

NOW THEREFORE IT IS AGREED:

ARTICLE I – DEFINITIONS

- 1-1 The term "NRS 288", as used in this Agreement, shall refer to the Statutes of Nevada known as the Local Government Employee-Management Relations Act.
- 1-2 The term "Employee", as used in this Agreement, shall refer to all Churchill County School District staff members included in the bargaining unit covered by Article II of this agreement. (2010)
- 1-3 The term "Full time, year-round" employee, as used in this Agreement, shall mean Churchill County School District staff members that work a forty hour (40) workweek for twelve (12) months per year.
- 1-4 The term "Part-time" employee as used in this Agreements shall mean Churchill County School District staff members that work less than thirty-five hours per week. Employees who work less than full-time will be calculated as a FTE for staffing, salary and benefit distribution, EXAMPLE 3 HOURS 45 MINUTES=46.9%. (2010)
- 1-5 The term "Probationary Employee", as used in this Agreement, shall mean a classified employee at will, who is in his/her first year of employment. (1998)
- 1-6 The term "Association", as used in this Agreement, shall mean the Nevada Classified School Employees and Public Workers Association, Chapter 5, AFT/PSRP AFL/CIO Local 6181 and as such reserves the right to act by Committee or designated representatives. (2010)
- 1-7 The term "District", as used in this Agreement, shall mean the Churchill County School District.
- 1-8 The term "Superintendent", as used in this Agreement, shall mean the Superintendent of Schools of the Churchill County School District or his/her designated representative.
- 1-9 The term "District Administrator", as used in this Agreement, shall mean the Superintendent and Directors. (2014)
- 1-10 The term "Site Administrator", as used in this Agreement, shall mean the Principal of a school site and the direct supervisor of classified staff as determined by the Board of Trustees (2021)
- 1-11 The term "Director", as used in this Agreement, shall mean the employee responsible for administering program departments of the district and providing direct supervision of classified staff as determined by the Board of Trustees. (2021)
- 1-12 The term "School Trustee" and "Association" shall include authorized officers, representatives, and agents. Despite references herein to "School Trustee" and "Association" as such, each reserves the right to act hereunder by Committee or designated representatives.
- 1-13 The term "Board" means the Local Government Employee-Management Relations Board, as provided in NRS 288.
- 1-14 The term "Agreement" refers to the name of this document, being the "Negotiation Agreement between the Churchill County School District and the Nevada Classified School Employees Association".

- 1-15 The term "Vacancy", as used in this Agreement, shall mean any position previously held by a classified employee or a new classified position approved by the Board. (1998)
- 1-16 The term "Immediate Family", as used in this Agreement, shall mean the employee's parents, spouse, children, brothers, sisters, grandparents, great-grandparents, uncles, aunts, nephews, nieces, grandchildren, great-grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather-in-law, grandmother-in-law, great-grandfather-in-law, great-grandmother-in-law, uncle-in-law, aunt-in-law, brother-in-law, sister-in-law, nephew-in-law, niece-in-law, granddaughter-in-law, grandson-in-law, great-grandson-in-law, great-granddaughter-in-law, step-parents, step-children, foster parents, and foster children.
- 1-17 The term "Job Family outlined in 23-1 of this agreement. (2021)
- 1-18 The term "day" as used in this agreement shall be defined, as "a day the district office is open".

(2000)

- 1-19 Seniority is defined as "the total number of days or fraction thereof, that the person was continuously employed as a classified employee with the district. In the case of a break in service (termination, resignation) seniority will commence with the rehire date or return to work date."
 (2010)
- 1-20 The term "Voluntary Transfer" is defined as the filling of a vacancy by a currently employed classified employee with application. Transfers may be changes in work assignments, changes within the same job family or changes between different job families and may be district wide or within the same site. (2000)
- 1-21 The term "Involuntary Transfer" is defined as the filling of a vacancy by a currently employed classified employee without application. (2000)
- 1-22 The term "reassignment" means the change in location for a Classified employee with no current vacancy. This change can be voluntary or involuntary and will not cause loss of salary or benefits. (2010)
- 1-23 Hire Date is recognized as the first paid day of employment as a regular employee with the district and shall be the first date of seniority. (2021)
- 1-24 The term "catastrophic illness" means a severe illness or injury requiring prolonged hospitalization or recovery. These illnesses/injuries usually involve high costs for hospitals, doctors and medicines and incapacitate the person from working, creating financial hardship. (2014)

ARTICLE II – RECOGNITION

- 2-1 The Board of Trustees recognizes the Association as the exclusive negotiation representative of the bargaining unit of the Churchill County School District, subject to the provisions of NRS 288.
- 2-2 The bargaining unit shall be composed of all classified employees except employees as defined in those excluded by NRS 288.170(6). A classified employee is an employee working in a classified position whose employment was approved as a result of school board action. (2021)
- 2-3 Recognition shall entitle the Association to payroll deductions of membership dues as outlined in Article XXII. (2018)
- 2-4 Anyone wishing to withdraw their membership from NCSEAPWA #5 will be permitted to do so only between August 15th and September 10th of any year. Any intent to withdraw must be submitted to the treasurer of the Association and the District Office prior to September 10th but not before August 15th of the year of requested withdrawal. The District will notify the Association of termination of individual dues deductions after effective date of termination of dues deduction, but no later than September 30th of the same year, using the Membership and Payroll Deduction Retraction form. (2011)
- 2-5 The Association recognizes that the Board of Trustees, as representatives of the electorate, has final responsibility for establishing policies for the school district.
- 2-6 The purpose of this recognition is the mutual agreement of all parties to negotiate in good faith in regard to negotiable items as set forth in NRS 288.150.
- 2-7 If at any time, during the life of this agreement, the District approves the changing of existing classification titles or the instituting of new ones, the parties will immediately discuss the placement of said classifications in the bargaining unit, as delineated above.
- 2-8 The District will notify the President of the NCSEA Churchill Chapter of the employee changes specified in the proposal. The NCSEA Churchill Chapter President should notify the NCSEA State Office of the changes. (2004)

ARTICLE III – NCSEA EXECUTIVE COMMITTEE

- 3-1 The NCSEA Executive Committee shall meet from time to time during the school year in a manner mutually agreeable to its members. The Committee shall seek the following objectives:
 - 3-1-1 To gather information and make recommendations to the Superintendent or designee and to the Board of Trustees relating to the establishment of a fair, effective and uniform method of accomplishing employee evaluations, including evaluation forms, criteria, and procedures.
 - 3-1-2 To improve the morale of the District classified staff.
 - 3-1-3 To apprise a principal, the Superintendent or designee, or the Board of Trustees, as the case may be of actual or potential problems involving the classified staff at any area.
 - 3-1-4 To secure the maximum involvement of all members of the classified staff is the primary goal of the District.
 - 3-1-5 To improve communications between school administration and members of the classified staff. (2007)
- 3-2 To accomplish the objectives listed above for the Committee, the Administration and/or supervisors shall meet with the committee at the request of either party to discuss school and/or district operations. Committee members shall likewise be free to meet with the Superintendent or designated representative. The committee may meet with the District's Board of Trustees upon mutual consent of the parties. Any meetings held at the request of the Administration, supervisors or the Board will be held at a time that does not conflict with the normal work schedule of the committee members. If this is not possible, no salary deduction will be made. (2007)

ARTICLE IV – NEGOTIATIONS

4-1 Place of Meeting:

All meetings will be held in a Conference Room of the Administrative Building at 690 South Maine Street, Fallon, Nevada, or at such other locations as may be mutually agreed upon. (2014)

- 4-2 Meetings will be held on a weekday, at a time agreed upon by both parties. Dates and times may be changed by mutual consent. (2019)
- 4-3 Recordation:Each party shall have the right to record all sessions in any manner appropriate.
- 4-4 Open vs. Closed Sessions:All sessions shall be closed except by mutual agreement to the contrary.
- 4-5 News Releases:
 News Releases shall be issued concerning negotiations by mutual decision of the parties. If an Impasse is reached, this restriction shall not apply.

4-6 Agenda:

A tentative agenda will be discussed at the close of each meeting. Items will not be considered other than those listed unless by mutual agreement of the negotiating panels. (2007)

- 4-7 Caucuses: Either party may call a caucus at any time.
- 4-8 Reports to Superiors:

Both the Churchill County School District negotiating team and the Nevada Classified School Employees Association negotiating team retain the right to report progress of negotiations to the classified personnel of the school district and to the Board of School Trustees.

4-9 Panels:

Each negotiating team or panel may consist of people of their own choosing, with names added or deleted at any time.

4-10 Consultants:

A consultant is not considered a part of or representing the negotiating panel and shall be consulted during negotiations only with respect to facts, information, and specific points when called upon. Whenever possible, a negotiating panel using the services of a consultant shall give the other party such advance notification as is possible of the attendance of a consultant at the next scheduled meeting and the reason for said consultant's presence.

4-11 Chairperson/Co-Chair:

Each negotiating panel shall designate its chairperson/co-chairperson at the first or initial meeting of the negotiating process. However, anyone may speak. (2007)

- 4-12 Tentative Agreement: The chairperson/co-chairperson of each party shall sign each tentatively "agreed to" item. (2021)
- 4-13 Notices:

All correspondence pertaining to negotiations shall be sent to the following: CCSD – Negotiator NCSEA – Negotiator

4-14 Presentation of Proposals:

The initial meeting will be set to establish a procedure for the presentation of proposals by both parties and ground rules.

4-15 Money Proposals:

Any proposals, which will involve the allocation of monies, must include an estimate of the cost, based upon the best information available at the time of making the proposal.

4-16 Withdrawal of Item:

Either party may, at any time, withdraw an item from its list of items to be negotiated, provided said item is not on the other party's list of items to be negotiated.

4-17 Impasse:

In case of impasse in the course of negotiations concerning amendments to this agreement, the article or provisions at issue may be submitted to fact finding in the manner provided for in NRS 288. However, the parties also agree to continue negotiations past the minimum timelines set forth in NRS 288 should they mutually agree to do so. (2017)

ARTICLE V – GRIEVANCE PROCEDURE

5-1 Definitions

- 5-1-1 A grievance is defined as any dispute which arises regarding the interpretation, application, or alleged violation of any of the provisions in this agreement and/or school trustees' policies insofar as such policies and the application thereof affect classified personnel with respect to all matters covered by this agreement and all matters with respect to which there is mandatory bargaining under the provisions of NRS 288. The adoption or amendment of policies by the school trustees is in no way subject to the provisions of Article V.
- 5-1-2 An "aggrieved person" is a classified employee, a group of classified employees, or the Association asserting a grievance. (1996)
- 5-1-3 A "party in interest" is any person or persons, with reference to his/her contract, who takes action or against whom action is taken in order to resolve the complaint.

5-2 Purpose

- 5-2-1 The purpose of this article is to provide a clearly outlined procedure whereby classified personnel may secure a full hearing and resolution of their grievances under this agreement.
- 5-3 Informal Discussion
 - 5-3-1 Both parties encourage employees covered by this agreement to resolve their problems with their immediate supervisors whenever possible. The provisions of this article are not intended to preclude a classified person with a potential grievance from informally discussing the problem with their immediate supervisor prior to filing a formal grievance although such discussions are not a part of the formal grievance procedure.
 - 5-3-2 If a classified person requests an informal discussion with his/her immediate supervisor concerning the subject matter of a potential grievance, such informal discussions will be held as soon as reasonably possible.
 - 5-3-3 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.
 - 5-3-4 Both parties may agree to extend the time lines of 5-4-1-1 in order to pursue a possible solution to a pending problem at the informal level. If a time line extension has been initiated, the time line countdown will begin again when either party notifies the other that the informal process is over. This will be done in writing and will include the number of days counted as of the date of the agreement to extend the time line.

5-4 Procedure

- 5-4-1 Level One Immediate Supervisor
 - 5-4-1-1 A grievance as defined, must be filed in writing, alleging which terms or provisions of this agreement and/or school trustees' policy under which the dispute arose, and must be filed no later than fifteen (15) days (as defined in Article 1-18) after the classified person or the Association first knew, or should have known, and received proper notification of the act or condition upon which the grievance is based. (2019)
 - 5-4-1-2 The written grievance must first be presented to the affected classified person's appropriate supervisor or his/her designee.
 - 5-4-1-3 The above condition(s) do not prevent the party in interest from first discussing the issue with his/her immediate supervisor with the object of resolving the issue informally.
 - 5-4-1-4 Within ten (10) days after the receipt of a grievance, the appropriate supervisor or his/her designee, shall meet with the affected classified person for the purpose of discussing the merits of the grievance involved.
 - 5-4-1-5 The appropriate supervisor or his/her designee shall forward to the affected classified person within ten (10) days after the meeting referred to in subparagraph 5-4-1-4 above, a written response to the grievance.
- 5-4-2 Level Two Superintendent (or designee) of Schools
 - 5-4-2-1 In the event the grievance is not resolved at Level One, the affected classified person may submit the unresolved written grievance to the Superintendent or designee no later than ten (10) days after receiving the written reply from his/her immediate supervisor. (2007)
 - 5-4-2-2 If the grievance is not filed within the time limit ten (10) days, the grievance is withdrawn.
 - 5-4-2-3 The Superintendent or designee shall meet with the affected classified person and/or a representative of the classified person's own choosing within ten (10) days after receiving the grievance. (2007)
 - 5-4-2-4 The Superintendent or designee shall forward to the affected classified person within ten (10) days after the meeting referred to in subparagraph 5-4-2-3 above, a written response to the grievance. (2007)
- 5-4-3 Level Three Board of School Trustees
 - 5-4-3-1 In the event the grievance is not resolved in Level Two, the affected classified person may submit the unresolved written grievance to the Board of School

Trustees no later than ten (10) days after receiving the written reply from the Superintendent or designee. (2007)

- 5-4-3-2 If the grievance is not filed within the time limit, ten (10) days, the grievance is withdrawn.
- 5-4-3-3 The Board of School Trustees shall meet with the affected classified person and/or a representative of the classified person's own choosing at the next regularly scheduled board meeting to hear the case of the grievance.
- 5-4-3-4 The Board shall forward its written response to the grievance no later than two (2) scheduled board meetings. (2003)
- 5-4-4 Level Four Arbitration
 - 5-4-4-1 In the event the grievance is not resolved in Level Three, the Association or the individual classified person, if being taken by a classified person asserting his/her rights under NRS 288.140.2, not later than ten (10) days after receipt of the written reply from the Board of School Trustees, may request arbitration in accordance with the provisions set forth below. A request for arbitration shall be made by delivery to the Superintendent or designee of a written notice of intent to arbitrate, provided that in the event such action is being taken by a classified employee acting as an individual, a copy of such request shall be delivered at the same time to the Association. (2007)
 - 5-4-4-2 Within five (5) days after written notice of submission to arbitration, the Superintendent or designee and the Association or the individual classified person as provided for in the preceding section shall agree upon a mutually acceptable arbitrator who is experienced, impartial, disinterested, and of recognized competence. If within thirty (30) days, the parties are unable to agree on an arbitrator, either party shall make a request for a list of seven (7) arbitrators to the American Arbitration Association or the Federal Mediation and Conciliation Service. Within ten (10) days after receipt of the list from AAA or FMCS, the parties shall select an arbitrator from the list by alternately striking one name until the name of one arbitrator remains that shall be the one to hear the dispute in question. The Association shall strike the first name. The parties have a mutual obligation to promptly acknowledge and provide notice of receipt of correspondence from AAA or FMCS and/or the arbitrator. (2007)
 - 5-4-4-2-1 The arbitrator shall promptly schedule a hearing on the matter complained of, at which time each of the parties in interest may present evidence, examine and cross-examine witnesses, and submit legal arguments in support of their respective contentions. In the event of a classified person acting as an individual, the Association shall be entitled to be present at the hearing and to submit written arguments if the Association contends that the Association's rights under NRS 288.033.2 or 288.140.2 are involved. The arbitrator may make such further inquiry or

investigation as he/she deems necessary and, unless extended by mutual agreement, shall issue his/her report within thirty (30) days from the final hearing day or submission of briefs, whichever is later.

- 5-4-4-2-2 Unless such rules are in conflict with this agreement or any provision of NRS 288, the arbitrator and the arbitration proceedings shall be governed by the arbitration rules of the American Arbitration Association or the Federal Mediation and Conciliation Service, whichever entity's arbitrator list has been utilized in the selection of the arbitrator.
- 5-4-4-3 All hearings held by the arbitrator shall be closed sessions, and no news releases shall be made concerning the progress of the hearings. The arbitrator's decision shall be submitted in writing to the aggrieved, the Board of School Trustees and the Association only, and shall set forth his/her findings of fact, reasoning, and decisions on the issues submitted. The arbitrator's decision shall be final and binding on all parties to this agreement and shall be in accordance with the terms and conditions of this agreement. The arbitrator shall not have the authority to alter or amend in any way the provisions of this agreement.
- 5-4-4 Arbitration awards that involve retroactivity of pay shall not be made retroactive more than thirty (30) days prior to the date of filing of the grievance and in no event shall the District be liable for more than forty (40) days of retroactivity.
- 5-4-4-5 The expenses of arbitration shall be shared equally by the School district and the Association and/or the individual classified persons involved; however, if the demand for arbitration is made and not further pursued then administrative fees shall be paid by the one making the demand.

5-5 Miscellaneous

- 5-5-1 Any party of interest may be represented at any level of the formal grievance procedure by a person or persons of his/her own choosing.
- 5-5-2 No reprisals of any kind shall be taken by either party against any party in interest, any school representative or any other representative or any other participant in the grievance procedure by reason of such participation.
- 5-5-3 No written or printed matter dealing with the processing of a grievance will be placed in the aggrieved person's or any other interested participant's permanent personnel file while the processing is in progress. When a grievance is resolved, all written and printed materials acquired during the processing will be destroyed, unless such materials substantiated a violation of policy, regulation, rule, or law, in which case this material will be placed in the personnel file of the individual(s) concerned. (2014)

- 5-5-4 If, in the judgment of the Association, and after notification in writing to all immediate supervisors of all involved, a grievance affects a group of classified persons, the Association shall submit such grievance in writing to the Superintendent or designee directly and the processing of such grievance shall begin at Level Two. (2007)
- 5-5-5 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and an effort shall be made to expedite the process. The time limits specified may be extended by mutual agreement.
- 5-5-6 If meetings and hearings are called during school hours, no classified person and/or his/her designated representatives shall be subject to a salary deduction because of attending such meetings and/or hearings.

All expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expenses.

5-5-8 If written notice of a grievance is not filed at each level of the grievance procedure within the time limit specified, the grievance will be conclusively deemed to have been withdrawn without prejudice.

ARTICLE VI – DISCHARGE AND DISCIPLINARY PROCEDURES

- 6-1 No post probationary, classified employee, covered by this agreement, shall be reduced in pay or position, suspended, discharged or removed nor shall the District take any form of corrective action against any post probationary classified employee covered by this agreement except for just cause. (2010)
- 6-2 The School District agrees that principles of progressive corrective action will be followed with respect to minor offenses; that is, an oral warning for the first offense and any subsequent offenses where such action is deemed appropriate by the District, one or more written reprimands prior to any suspension for subsequent minor offenses, thereafter, more severe corrective action may be taken. The District will give copies of all formal written disciplinary actions taken to the employee. (2000)
- 6-3 Written reprimands resulting in suspensions of five (5) days or less will be removed by the District from the employee's personnel file two (2) years after the effective date of the reprimand or suspension providing there are no intervening reprimands or suspensions during the two (2) year period. Written reprimands not leading to nor resulting in a suspension shall be removed twelve (12) months after the effective date of the reprimand. All discipline related sexual harassment will remain in the employee's personnel file permanently. *(2014)*
- 6-4 Any objections to or allegations regarding such corrective action or documents by the affected member may be pursued through the Grievance Procedure as provided herein.
- 6-5 An employee who receives a performance evaluation that the employee is not satisfied with may attach a written response explaining the employee's point of view. Such attachment will be a part of the employee's personnel file. (2004)
- 6-6 An employee who receives an overall unsatisfactory evaluation or an overall unsatisfactory evaluation with a recommendation for termination will be granted an administrative hearing with the Superintendent or designee, upon submitting a written request within ten (10) days of receiving said evaluation. (2007)

ARTICLE VII – EMPLOYEE PROTECTION

7-1 The District will defend its classified personnel in any civil litigation or other damage claim arising from the employee's conduct within the course and scope of his/her employment with the District. The extent of such legal assistance is that available in connection with the liability insurance, which is and shall be maintained by the District for that purpose.

ARTICLE VIII – SICK LEAVE

Employees covered by this collective bargaining agreement are eligible for the following leaves:

8-1 All classified employees shall receive fifteen (15) days of sick leave, converted to hours, which is earned and credited to the employee on a monthly basis coinciding with pay periods. Employees that are hired during the year will receive prorated sick leave based on the percentage of days to be worked for the year hired. Usage will be shown as actual time missed by the employee. The smallest increment of usage allowed is one (1) hour, where applicable.

If an emergency situation arises with an employee that does not have the sufficient sick leave accrued, the employee can petition Human Resources to review circumstances. Human Resources will make the determination to authorize sick leave days usage or not prior to accrual on a case by case basis. This time shall not exceed the amount of sick leave days available to the employee through the end of the contract year and is subject to approval by the superintendent.

Employees on the classified salary schedule may accumulate a maximum amount of sick leave equal to the number of days/hours of their annual employment, PLUS the current year's accrual.

When a classified employee terminates his/her employment with the District before completing his/her contract year, the sick leave advanced will be prorated based on the percentage of days worked that year to calculate whether the employee has taken more sick leave than he or she has earned. If the employee has taken but not earned sick leave, the unearned sick leave will be deducted from his/her final paycheck.

(2023)

- 8-2 Sick leave is for use in those situations where the employee must be absent from work due to:
 - 8-2-1 His/her own physical illness or injury.
 - 8-2-2 His/her own exposure to contagious diseases or when attendance at work is prevented by public health requirements.
 - 8-2-3 The need to care for an ill or injured "immediate family member" (as defined in Article I) who resides with the employee or who is dependent upon the employee for support.

(2018)

- 8-2-4 Medical or dental appointments for the employee provided that the employee makes a reasonable effort to schedule such appointments at times which have the least interference with the work day.
- 8-2-5 Any disability, including disability caused or contributed to by pregnancy, miscarriage, abortion, or childbirth.
- 8-2-6 Any qualifying event identified in the Family Medical Leave Act (FMLA) not referenced above. (2011)
- 8-3 Use of sick leave for any purpose other than those listed in paragraph 8-2 above is evidence of abuse of sick leave. Abuse of sick leave is cause for disciplinary action. (2011)

- 8-4 The District may place an employee on sick leave if, based upon reasonable medical information, it is determined to be in the best interests of the employee and/or the District. (2011)
- 8-5 An employee on sick leave shall notify his/her administrator or manager/supervisor as soon as the employee is able to return to work. An employee returning from an extended absence shall give as much advance notice of return as possible. (2011)
- 8-6 An employee shall complete an appropriate request for sick leave use form as soon as the need for a leave is known. The District shall determine whether to approve use of accrued sick leave and shall approve such a request whenever it is deemed reasonable.

Any employee who is ill or unable to report to work for any reason shall notify his/her immediate supervisor no later than 15 minutes following the employee's normal work reporting time. In the event of a continuing illness, the employee shall continue to notify his/her immediate supervisor of his/her condition on a daily basis or at appropriate intervals authorized by the supervisor. The District may deny sick leave requests which are not in compliance. (2011)

- 8-7 The District may require an employee to provide a healthcare practitioner's statement certifying that the illness/injury incapacitated the employee to the extent that he/she was unable to perform his/her duties, or that the employee's absence was necessary for him/her to make full and timely recovery or was appropriate to avoid the spread of a contagious disease. The statement will also certify the employee's fitness for return to work. A healthcare practitioner's statement is required when specifically requested by the District. Whenever the District needs to determine if an employee qualifies for FMLA leave, the employee is required to submit to the District the Certification of Health Care Provider form referenced in the FMLA Policy. (2011)
- 8-8 Employees who voluntarily terminate employment with Churchill County School District will be granted payment for unused sick leave under sections 8-8-1 and 8-8-2:
 - 8-8-1 Five (5) consecutive years of contracted employment in the district.
 - 8-8-2 Employees must have notified the district no less than thirty days (30) prior to the effective date of termination. (2004)
 - 8-8-3 In the event of death of a classified employee, payment for unused sick leave shall be made to the beneficiaries.
 - 8-8-4 Employees will be paid thirty (30) percent of their daily rate of unused sick leave, not to exceed \$50 (fifty dollars) per day, up to a maximum of the employees' contract days. The maximum aggregate sick leave payments available yearly under this contract is \$40,000. If the demand in any one year is in excess of the amounts available, the \$40,000 with be divided by the total number of accumulated sick leave days and the quotient multiplied by each employee's number of sick leave days. (2023)
- 8-9 Sick Leave Bank
 - 8-9-1 Any classified employee covered by this agreement shall become a member of the sick leave bank by contributing the hourly equivalent of one (1) sick leave day. The minimum

accumulated hours in the sick bank shall be 3200 hours. When the accumulated sick leave hours fall below 3200, all classified employees shall contribute the equivalent of one (1) sick leave day (converted to hours) to the sick leave bank. (2011)

Classified employees may request sick leave hours from the sick leave bank for their own long-term disability or illness only. When a member of the bank has a long-term injury, incapacity or illness causing an employee to be off work at least ten (10) consecutive days and has exhausted all forms of leave (paid or unpaid), he/she, or an immediate family member, may request additional sick leave from the bank. This request must be in writing by completing and submitting an application to Human Resources. If the request is for more than ten (10) days, a written statement from a healthcare provider must accompany the request. Human Resources will notify the Executive Committee. The Executive Committee shall consist of the Classified President, two appointed members of the Classified Association and an appointee by the District. The Committee shall meet the first week of every month, provided applications have been submitted.

Submission for sick leave days from the Sick leave Bank does not guarantee acceptance and/or approval for requested days.

No sick days will be awarded in advance or "forward"; however, if sick days are awarded, the Business Office may "back date" so an employee is not penalized on his/her paycheck. (2018)

- 8-9-2 Upon its approval of a sick leave request, the Executive Committee will notify the District Business Office. (2011)
- 8-9-3 The number of days extended to a request will not exceed 10 days unless additional days are available and approved by the Committee. The maximum cumulative number of days, which any one person can be granted from the bank during his/her period of employment with the district, is sixty days (60). A classified employee leaving the employment of the District, who has used the sick leave bank, must transfer any unused sick leave days to the sick leave bank to replace the days used before being paid for unused sick leave according to Article 8-8. (2007)

Any reference to "days" is converted to "hours" in keeping with the new absence reporting system of the District. (2013)

- 8-9-4 A yearly update of accumulated hours in the sick bank will be provided by the District to the Association by September 1st of each year. (2013)
- 8-9-5 A workers compensation extended leave qualifies for 33.3% sick leave bank as the employee is entitled to 66.7% disability payments through the workers compensation program. (2017)
- 8-9-6 Employees who are laid off/reduced in force shall be paid thirty (30) percent of unused sick leave not to exceed \$50 (fifty dollars) per day, up to a maximum of the employees' contract days, which will be part of the maximum aggregate sick leave payments in 8-8-4 and shall be paid in the July paycheck. (2021)

- 8-10 When a classified employee becomes a licensed employee all accumulated sick leave days shall stay with the employee. (2006)
- 8-11 Donated Days
 - 8-11-1 The classified employee must exhaust all leave i.e. sick, personal, annual leave, and sick bank days before coming to the Sick Leave Committee. The classified employee request for donated days shall be reviewed by the Sick Leave Committee, which will follow the guidelines as set forth by Sick Leave Bank protocol, as stated in Article 8-9. (2019)
 - 8-11-2 Classified employees with accumulated sick leave days may donate sick days in the name of another employee, to be used by the employee for his/her catastrophic illness or as the caregiver to an immediate family member with a catastrophic illness. The classified employee must provide verification of illness from his/her health care provider to the Human Resources Department of CCSD and the Sick Leave Committee. These specifically donated days for a classified employee are not included as part of the total sixty (60) days as mentioned in section 8-9-3 and will not be considered as part of the sick leave bank. (2021)
 - 8-11-3 The use of donated sick days shall not exceed the employee's contracted year from the start date of health care provider's notification. (2021)
 - 8-11-4 Any donated, unused hours shall be added to the Sick Leave Bank.
 - 8-11-5 Employee's donating days shall not exceed five (5) days per incident per individual. (2014)
- 8-12 There is a maximum of one year of sick leave that an employee can take at any one time. Any additional leave would follow the leave of absence language in Article XV. (2018)

ARTICLE IX – BEREAVEMENT LEAVE

- 9-1 Classified employees will be granted a leave of absence of not more than ten (10) consecutive working days with pay per occasion, to be deducted from sick leave for bereavement in the immediate family (as defined in Article I). Bereavement will include travel time. (2018)
- 9-2 Classified employees will be granted bereavement leave of not more than five (5) working days per year for bereavement of friends and relatives not included in the definition of "immediate family" (as defined in Article I). Such bereavement leave shall only be granted with approval of the Superintendent or designee and shall be deducted from accrued sick leave. (2018)

ARTICLE X – MILITARY LEAVE

- 10-1 Employees who are members of the uniformed services are entitled to military leave. The uniformed services covered include the Army, Navy, Marines, Air Force, Coast Guard, Public Health Service Commissioner Corps, the reserve components of these services, and any other category dispatched by the President in time of war or national emergency. The Army National Guard and Air National Guard are also covered. (2011)
- 10-2 The employer must provide employees with notice of their rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA). This requirement may be met by posting the notice where the District customarily places notices for employees.

The District may require written (orders) or verbal notice of service obligation, but must waive the requirement if notice is impossible or unreasonable. (2011)

- 10-3 Salary and Benefits
 - 10-3-1 Leave Without Pay The employer will treat the employee the same as any other employee on leave without pay. The employee may choose to use annual leave and compensatory time, if any, before going on leave without pay. (2011)
 - 10-3-2 *Health Insurance* There is no impact to the employee's insurance coverage, including life insurance inclusive of the health insurance package. The District and employee premium payments or obligations, if any, remain unchanged for 30 days. Employee may then continue coverage similar to that required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) for either 24 months or through the day after the date on which the employee fails to apply for reemployment in a timely manner; whichever is lesser (see *Reemployment* below). The District must reinstate coverage upon the employee's prompt reemployment without the imposition of exclusions or waiting periods. An employee who takes up to 90 days after leaving the military before commencing his/her reemployment may stay on the military health insurance however it is the employee's responsibility to verify the continuation, scope, and duration of coverage. (2011)
 - 10-3-3 *Seniority* An employee is entitled to the seniority (and rights and benefits governed by seniority) he/she had accrued at the commencement of military leave **plus** any additional seniority rights and benefits that he/she would have attained if he/she had remained continuously employed (the "escalator principle"). However, if a probationary period is a bona fide period of observation and evaluation, the returning employee must complete the remaining period of probation upon reemployment. The District must count time served for the purpose of determining annual and sick leave accrual rates, if the accrual amount is based on seniority. Additionally, the District must count time in the military when determining the employee's rate of pay if the rate is based on seniority (e.g., a grade-and-step pay system). The District is not required to accumulate annual or sick leave for an employee during his/her absence. The "escalator principle" will be applied to a returning employee's opportunities to take promotional examinations or skills tests, and to merit pay increase. *(2011)*

- 10-3-4 *Retirement* Time served will be counted as work time for purposes of retirement. The District must make contribution payments to the retirement plan as if the employee had not left, provided the employee returns to work. The District contribution will be based on the rate of pay the employee would have been paid had he/she not been called to military service (e.g., a grade-and-step pay system). An exception to this requirement is when the higher pay is based on additional knowledge, skill, or ability that can only be gained by work experience. (2011)
- 10-3-5 *Death* or *Disability* If an employee does not return to work due to death or disability; the survivor or disability benefit is treated as if the employee had been working until the date of the death or disability. The District must make the retirement contribution up to the date of the death or disability. (2011)
- 10-3-6 *Other Leave* The District must count time served in the military when calculating the employee's Family Medical Leave Act eligibility. (2011)
- 10-4 Re-employment An employee has certain report-to-work obligations following military service. Eligible returning service members must be promptly re-employed, which in most cases means within two weeks of reporting. The employee's report-to-work obligations are:
 - 10-4-1 Service of one to 30 days: The beginning of the next regularly scheduled work period on the first full day following completion of service, and expiration of an eight-hour rest period following safe transportation home.
 - 10-4-2 Service of 31 to 180 days: Application for reinstatement must be submitted not later than 14 days after completion of military duty.
 - 10-4-3 Service of 181 or more days: Application for reinstatement must be submitted not later than 90 days after completion of military duty.

The deadline for reinstatement may be extended for up to two years for persons who are convalescing due to a disability incurred or aggravated during military service, and the employer must make reasonable accommodations for the impairment.

Reemployment rights apply to veterans whose cumulative period of uniformed service does not exceed five years while employed by the District. Time spent in National Guard and reservist training does not count towards the five-year period. (2011)

ARTICLE XI – MATERNITY, CHILD REARING AND ADOPTION LEAVE

- 11-1 A classified employee who is pregnant and becomes disabled due to the pregnancy, miscarriage, childbirth or recovery there from, may use her accrued sick leave. The classified employee may take a total of six (6) weeks of maternity leave for normal childbirth or newly adopted child and eight (8) weeks for a Cesarean childbirth. If the employee desires not to return to her position after using her accrued sick leave, she may apply for a child rearing leave of absence, without pay, for a period of not to exceed one (1) calendar year, provided: (2017)
 - 11-1-1 The classified employee has worked for the District one (1) full year.
 - 11-1-2 The classified employee gives written notice to the Superintendent or designee of his/her desire to return to work ninety calendar days (90) before the end of the leave.
 - 11-1-3 Such leave may be requested at any time during the pregnancy or within two (2) months after the birth of the child.
 - 11-1-4 Such request must be accompanied by a birth certificate if appropriate. (2017)
- 11-2 No benefits shall accrue to the employees while on a child-rearing leave, except that the employee shall be credited with one (1) year of service for salary advancement if he/she worked the major portion of the school year at the time such leave commenced. Upon return, the employee shall be credited with any accumulated unused sick leave.
- 11-3 In the event a female employee is on a child-rearing leave and becomes unable to perform her duties due to such disabilities caused by or attributed to childbirth as verified in writing by her health care provider, she may have the option of charging such period of time to her accrued sick leave. Upon termination of such disability, the employee may continue her child-rearing leave. (2021)
- 11-4 An employee shall be granted an adoption leave without pay not to exceed twelve (12) calendar months upon written application to the Board of Trustees submitted at least six (6) weeks prior to the commencement of the requested leave. Such request must be accompanied by a birth certificate, if appropriate. A leave shall commence no later than nine (9) months after the placement of the child in the home. Three (3) months prior to the expiration of the leave, the employee shall notify the School District whether he/she plans to return to work. Failure to notify the District shall be interpreted as an indication of employee's decision not to return to work.
- 11-5 Upon return, the employee shall be paid at the salary step on the salary schedule immediately higher than the step applicable at the beginning of such leave, provided that the employee worked the major portion of the school year at the time the leave commenced. Upon return, the employee shall be credited with the unused sick leave accumulated at the time the leave of absence commenced.

ARTICLE XII – ANNUAL LEAVE

Employees are encouraged to take their leave in a timely manner. All regular full-time employees will earn annual leave beginning from their initial date of hire as follows:

- 12-1 Full-time, year-round classified employees shall be entitled to the hourly equivalent of ten working days of paid annual leave each year during their first five years of employment. After five (5) consecutive years of employment, a full-time, year-round classified employee shall be entitled to the hourly equivalent of fifteen working days of paid annual leave. After fifteen (15) years of consecutive employment, a full-time, year-round classified employee shall be entitled to the hourly equivalent of twenty (20) working days of paid annual leave. (2011)
- 12-2 Annual leave is earned and credited to the employee on a monthly basis coinciding with pay periods. Annual leave is provided to employees for the purpose of rest and relaxation from their duties and for attending to personal business. Employees may not use annual leave before the end of the pay period in which the hours accrued. (2011)
- 12-3 If an employee accepts a position that accrues annual leave and, immediately preceding the acceptance of such position, was in continuous full-time employment with the School District, such prior service time shall be included in determining the rate at which annual leave shall accrue. This rate shall be prorated dependent upon the prior contracted days. (2011)
- 12-4 Annual leave must be earned before it can be accrued and used. Entitled employees shall be eligible to take accrued annual leave following their first six (6) months of employment. Upon termination, an employee with more than six months of continuous employment will be paid for all accrued annual leave at the employee's last regular rate of pay. (2011)
- 12-5 Annual Leave is an earned benefit. If employees meet the requirements for annual leave, they shall be allowed to take their annual leave at a time(s) of their choosing, provided they request the leave in advance and receive approval from their supervisor. Reasonable consideration will be given to an employee's request for specified annual leave dates. In instances where there is a conflict in scheduling vacation time off submitted at the same time between employees in the same department or site, seniority shall be given priority. Otherwise, the employee that submits the request the earliest would be given priority. (2017)
- 12-6 District staffing needs as well as emergency situations may require denial of annual leave requests and/or rescheduling of approved dates.
- 12-7 No more than the hourly equivalent of two (2) years annual leave may be accumulated. No additional annual leave shall be accrued beyond the maximum that could be accumulated over two (2) years. (2011)
- 12-8 In unusual circumstances, earned annual leave may be accumulated beyond the two (2) year maximum, provided the employee was unable to take vacation leave due to workload and the extended accrual is approved by the District. (2011)

ARTICLE XIII – PERSONAL LEAVE

- 13-1 All classified employees shall be granted the hourly equivalent of three (3) days of personal leave each year. Except in cases of emergency, one day's advance notice, in writing, of intent to use personal leave must be given. The smallest increment of usage allowed is one (1) hour.
- 13-2 On the last day of school, a classified employee will be credited \$50 per day or his/her daily rate of pay, whichever is less for up to three days of unused personal days. This will be paid out in the June or July paycheck. There are no personal leave days carried over beginning in 2022-2023 and beyond. (2021)

Personal leave may be refused during the first and last week of school and/or the day before or after any scheduled vacation.

(2017)

- 13-2-A A classified employee may elect to carry over their personal leave to the following year or receive payment from the district of \$50 per day, or his/her daily rate of pay, whichever is less. The carry over is limited to the equivalent of three (3) days leave for a maximum balance of six (6) days. Employee must complete online form prior to April 30th, notifying district if they are selecting to be paid for personal leave. (2023)
- 13-3 Leave shall be granted, with no deduction in pay for any classified employee required to be absent from assigned duties by reason of his/her appearance as a witness for the District, or juror in a court of law. Leave in this category shall be limited to those instances in which the employee's attendance is compelled by a duly issued subpoena or court summons. Employee must provide document to site administrator, supervisor or appropriate designee. Any payment received for such leave shall be submitted to the District. Once the payment is received, the leave balance will be re-instated. (2018)
- 13-4 Any monies issued to the employee by a court of law for his/her appearance as a juror shall be turned over to the District, who will then determine if any monies should be returned to the employee.
- 13-5 The leave provisions of paragraph 13-3 shall not apply to an employee when making a voluntary appearance in court proceedings. In all instances of voluntary court appearance, leave shall be granted upon prior application to the District as outlined in this article. (2018)
- 13-6 Personal leave for employees hired during a contract year or terminated within a contract year will be prorated for the proportion of the contract year worked. The proration will be the same as sick leave proration under Article VIII. Any days taken, but not earned will be deducted from the final paycheck for terminating employees. (2018)

ARTICLE XIV – ASSOCIATION LEAVE

- 14-1 Any Association member working at the time an Association Chapter Meeting is being held will be released to attend said meeting upon making arrangements with their immediate supervisor.
- 14-2 The Superintendent or designee shall grant, upon written request of the President of the Association, five (5) days leave at full cost deduction (wages and benefits, including sub costs) during his/her term of office, for services to be rendered to the Association and its members. Additional leave at full cost deduction for Association purposes may be granted upon application to and approval of the Superintendent or designee. (2019)

The Association shall be allowed fifteen (15) days of leave at full cost deduction each year to be used by members who are officers or representatives of the Association other than the President. Leave may be taken for the following reasons but not limited to: attending conventions, Association meetings, state, local, or national, or meetings with legal counsel. (2019)

Leave at full cost deduction shall be granted for members who are attending hearings and/or meetings as may be required in accordance with NRS 288. This is to include mediation and fact finding, as well as meetings with the EMRB. (2019)

With prior notification, the Association may elect to reimburse the District for the full cost of the leave. With prior notification, the Association will be invoiced for the leave used and the employee will not have the amount deducted from their pay. (2019)

14-3 If a disciplinary meeting is called by the District that is during the work day at mutually agreed upon times, then there will not be any leave costs for the Association Representative. (2019)

ARTICLE XV – LEAVES OF ABSENCE

- 15-1 Any classified employee who has worked for the District for at least two (2) full years may ask for a leave of absence without pay for a period of time not to exceed one (1) work year. A written request submitted to the Human Resources Department., at least 2 weeks prior to next calendared board meeting, will be presented to the Board of Trustees for consideration. In case of an emergency situation the request for absence should be made as soon as the situation allows for. Leave may be granted for such good and sufficient reasons which the Board feels appropriate including, but not limited to, the following: employee health and educational programs related to current position, with prior leave history taken into consideration. (2023)
- 15-2 A classified employee granted a one (1) calendar year leave of absence must file written notice with the Superintendent 90 calendar days before the end of the leave stating whether or not the classified employee plans to return to duties with the District. The District will provide the classified employee in writing all dates pertaining to the leave of absence. Failure to give notice will result in forfeiture of the classified employee's right of re-employment as hereinafter provided. *(1998)*
- 15-3 At the discretion of the Board of Trustees, a leave of absence may be extended for an additional period of one (1) year, provided the classified employee on leave has worked for the District at least five (5) full years and makes written application for such extension 90 calendar days before the end of the leave. (1998)
- 15-4 A classified employee granted a leave of absence would be guaranteed re-employment in the same position the following year subject to the provisions of paragraph two above. The classified employee will return to duty at the position on the salary scale immediately higher than the step applicable at the beginning of such leave, provided the classified employee has worked six (6) months or more of the year when the leave was granted. Classified employees on leave of absence will retain all unused sick leave upon their re-employment with the District.
- 15-5 Unless found to be contrary to law, classified employees on leave of absence from the District may, at their option, be considered as members of the District for insurance purposes upon the classified employee paying the full amount of all insurance premiums required.

ARTICLE XVI – INCENTIVE FOR EARLY RESIGNATION NOTIFICATION

16-1	Classified employees who notify the District of their intent to resign from employment at the end of the school year are eligible for a one-time bonus of five hundred dollars (\$500) under the following conditions: (2014)	
		(2017)
16-2	Notification must be given to Human Resources in writing (signed by the employee) no la than February 1 st stating the employee's intent not to return the following school year.	ter <i>(2014)</i>
16-3	Once the resignation has been submitted, it is binding on the employee and may not be rescinded. The employee must complete the current contract year.	(2018)
16-4	Payment of the bonus shall be made on the employee's final paycheck from the District.	(2012)
16-5	Those that receive an early retirement incentive (buy out) under Policy 4811 are excluded this stipend.	from <i>(2018)</i>

ARTICLE XVII – HOLIDAY SCHEDULE

- 17-1 In addition to vacation time, full time, year-round employees shall receive 13 days off, without loss of pay for observance of the following holidays:
 - 1) Independence Day
 - 2) Labor Day
 - 3) Veterans Day
 - 4) Nevada Day
 - 5-6) Thanksgiving Day & Day after (Family Day)
 - 7-8) Christmas Eve & Christmas Day
 - 9) New Year's Day
 - 10) Martin Luther King Day
 - 11) Presidents Day
 - 12) Memorial Day
 - 13) Juneteenth

The holiday schedule shall be given after the State Board of Education approves the annual school calendar. (2014)

- 17-2 All employees other than 260-day assigned employees shall be paid for the following holidays:
 - 1) Labor Day
 - 2) Veteran's Day
 - 3) Thanksgiving Day
 - 4) Christmas Day
 - 5) Martin Luther King, Jr. Day

The employees shall be paid for the hours he/she would have been scheduled to work had it not been for the holiday. If a holiday falls on a weekend, the day celebrated as the holiday will be used. However, being paid for the holiday shall be contingent upon the employee working his/her last working day before the holiday and his/her first working day after the holiday unless the employees supervisor has 1) approved the paid personal or vacation leave or 2) accepts verification of a medical condition or emergency situation resulting in absence, or 3) mandated court appearance or 4) granted compensatory time.

For 2022-2023, only four paid holidays of Veteran's Day, Thanksgiving Day, Christmas Day, and Martin Luther King, Jr. Day will be paid. (2021)

ARTICLE XVIII – POSITION OPENINGS AND EXAMINATIONS

Placement of personnel within the District remains the sole right and discretion of the District, subject to the provisions of the Agreement.

- 18-1 Openings (vacancies) for classified positions represented by the Association and referenced in this Agreement shall be announced (posted) in-house three (3) working days prior to being opened to outside applicants on an open competitive or internal basis. The vacancy notice shall be posted at each employee location on a bulletin board designated by Churchill County School District and Nevada Classified School Employees Association, as well as a notice being mailed to the President of the Nevada Classified School Employee Association, Chapter #5. The vacancy notice shall include the opening and closing dates, job title, wage classification, location, a concise job description and all qualifications required to fill the position. *(2019)*
- 18-2 As an equal opportunity employer, all interested classified employees are required to submit a letter of interest and update their District employment application with the exception of those employees who qualify under Article 20-4 regarding lateral in-District voluntary transfer. It is the applicant's responsibility to fully complete the District application and demonstrate how he/she meets the minimum qualifications of the position applied for. All applications received will be subject to the same screening procedures and all applicants will be notified of their eligibility or non-eligibility. (2019)
- 18-3 Classified employees who meet the minimum qualifications for an open competitive position will participate in the same selection process as other external applicants. The District will add five (5) points to the overall score achieved by any classified candidate.
- 18-4 Any classified employee, who applies for a posted/advertised vacancy and is not selected for the position, may request to meet with Human Resources to review said employee's qualifications and to be given feedback regarding his/her performance during the recruitment/testing process. It is understood that such feedback is not a guarantee of future positions. The denial of a position is not grievable under the terms of this Agreement.

Probationary employees may not apply for internal only postings, but may apply for open competitive positions.

ARTICLE XIX – TEMPORARY ASSIGNMENTS

- 19-1 Any employee who is temporarily assigned to perform the majority of the responsibilities of a fulltime position in a higher classification, for any reason, with approval by the immediate supervisor and Director of Human Resources Manager, shall after three (3) working days, be granted the salary of the job filled until the assignment is completed. Placement in the salary range of the temporary assignment will be at the same step (with educational credits) as the normal assignment. (2021)
- 19-2 In a work environment requiring a certified/licensed employee, a classified employee will not be required to perform/fulfill the duties or responsibilities of that certified/licensed employee during that employee's absence.
- 19-3 If a classified employee holds an appropriate license they may be required to perform the duties or responsibilities of that position for up to ten (10) consecutive days. This may occur not more than three (3) times total per contract year. (2021)
- 19-4 Any temporary classified position will be reviewed after one (1) full semester by a review panel established by the administration with not less than one (1) classified Association member on the panel, for a determination whether to continue the position, convert the position to a permanent position, or to terminate the position. If the panel decides to continue the position the panel will again review it not later than the end of the next semester. Under no circumstances will a temporary classified position continue for more than six (6) months. *(1996)*
- 19-5 All persons temporarily assigned to an open position for a one (1) year period of time, shall have that one (1) year of seniority count, if hired into a permanent status from that position. *(2011)*

ARTICLE XX – TRANSFER AND REASSIGNMENT

- 20-1 Placement of personnel within the District (per NRS 288.150 (3)) remains the sole right and discretion of the District, subject to the provisions of the Agreement. (2011)
- 20-2 All accrued benefits eligible for the new position will transfer with the employee. Any annual leave will be paid out at hourly rate of the prior position, if not eligible in new position. (2017)

VOLUNTARY TRANSFERS

20-3 An employee shall retain his/her step if the employee voluntarily transfers to a higher paid position in the same classification family.

An employee who voluntarily transfers to a position in the same classification, e.g., school secretary II (elementary school) to school secretary II (secondary school) will be paid the same rate the employee received in the former position.

Any employee who voluntarily transfers to a position assigned to a lower salary range in the same classification family will be placed in the salary range assigned to that classification and will remain at the same step position.

Any employee who voluntarily transfers to a position assigned to a different classification family will receive experience from inside and/or outside of the district. Inside experience will be limited to five (5) years of non-qualified District employment and outside experience will be limited to five (5) years per Article XXIII for a maximum limit of ten (10) years. (2018)

20-4 For a lateral in-District voluntary transfer, an online transfer request shall be acceptable to the District and the employee will not be required to complete and submit full online application. The transfer request does not guarantee the employee the new position. (2018)

INVOLUNTARY TRANSFERS

- 20-5 Notwithstanding reduction in force:
 - 20-5-1 Involuntary transfer, if made, will occur only after all transfers eligible under Article XVIII Position Openings and Examinations, have first occurred. If an involuntary transfer does occur, the employee shall suffer no loss of benefits. (2017)
 - 20-5-2 If an employee is involuntarily transferred to a lower paying position he/she will be granted his/her present salary for at least one (1) full calendar year from the effective date of transfer (2014)

REASSIGNMENTS

20-6 Efforts will be made to place employees at the same location, in the same job, each year. If a change has to be made, employees will be reassigned with no loss of salary or benefits. Attempts will be made to notify employees of their work assignment at least thirty days (30) prior to the first day of school. The district will notify the Association President in writing prior to any reassignment or change of job under this article. (2011)

ARTICLE XXI – REDUCTION IN FORCE

- 21-1 In accordance with NRS 288.150(3), the School District retains the right, without negotiation, to determine when a reduction in force of positions is necessary because of lack of work or lack of money, the number of individuals whose employment must be terminated, and the areas of employment and/or school district operations within which such reductions in force will occur. Before the District initiates any reduction in force, the District will notify the Association's president at least seven (7) days prior to the written forty-five (45) calendar day notification. (2021)
- 21-2 Reductions in force will be accomplished in accordance with the procedures hereinafter set forth.
 - 21-2-1 Reduction shall be made first among all probationary employees whose employment is within the areas of employment and/or school district operations within which such reductions in force will occur. (2010)
 - 21-2-2 District seniority within the targeted job family will determine the order of reduction in force. If the employee is RIF'd from a targeted job family and has seniority in other families, the employee retains bumping rights in their previous family. (2014)
 - 21-2-3 If an employee assumes a lower paying position he/she will be guaranteed his/her present hourly wage for at least one (1) full calendar year. (2013)
 - 21-2-4 Those RIF'd employees with seniority will be placed first, in a lateral position with hours and days, if possible, remaining the same. The RIF'd employee with seniority shall be able to bump like-to-like within the targeted family with less seniority starting at the last hired with same hours and days, if possible. (2014)
 - 21-2-5 A classified employee, who becomes a licensed, administrative or unclassified employee, and has not broken service in the Churchill County School District, if reduced in force, may retain seniority and bumping rights into the classified association for up to two years after his/her date of hire as a licensed, administrative or unclassified employee. (2013)
 - 21-2-6 In the case of two (2) or more employees having the same hire date, the reductions of those employees will be done by using overall District seniority first and drawing lots, if needed. (2013)
 - 21-2-7 RIF'd employees will be notified by the District and will have the opportunity to fill any job opening if qualified after Article XX Voluntary Transfer has been applied. (2021)
 - 21-2-8 **<u>RIF'd</u>** employees will be entitled to payment of all unused sick leave at the rate stated in Article 8-8. The <u>**RIF'd**</u> employees will have the option of the minimum payment at the date of reduction or wait for one (1) year. The amount of unused sick leave may be restored upon recall by repayment of the amount of funds received. (2019)
- 21-3 District and Association officials will cooperate in updating a seniority list annually. (2007)
- 21-4 Released employees shall be considered on leave of absence for three (3) years from the date of lay-off. After three (3) years, the District has no obligation to recall the laid-off employee. Each

employee placed on leave of absence, as aforementioned, shall be reinstated in the reverse order in which they were dismissed at such time as there is a position open for which they are qualified, without resulting in promotion. (2013)

Open positions will be advertised within the district for transfer requests from existing employees first before RIF employees are recalled from the recall list. A recalled employee will be reinstated at the same salary step and benefits (subject to 21-2) as when they were released or the next higher salary step if they completed at least six months on the previous salary step and would have moved to a higher step if they had not been RIF'd. The recalled employee will also be reinstated with their original seniority date. (2014)

21-5 A recalled employee shall accept the recall within ten (10) working days or shall not be eligible for the recall. The District shall notify all employees on leave of absence pursuant to this article, of subsequent internal vacancies by e-mail to the last e-mail address furnished to the District by the employee. If the employee does not have an e-mail address, written notification shall be sent to the employee at the last address furnished to the District by the employee. No new appointments, except for substitute employees, shall be made within thirty days (30) of such notification. (2013)

ARTICLE XXII – DEDUCTIONS

- 22-1 At the request and upon written authorization of an employee, the District will make deductions from the employee's monthly salary and disburse the proceeds in accordance with the employee's instructions.
- 22-2 Each employee may elect payroll deductions as follows:

Insurance premiums. Payments or deposits to the employee's credit union. Monthly payment of association membership dues. Benefits under an IRS Section 125 Plan. Other deductions related to health or retirement benefits.

- 22-3 Payroll deductions shall be made upon forms of authorization provided by the Association or other participating agencies approved by the School District. The forms shall be signed by the employee and shall specify the amount to be deducted monthly and the name and address of the person or agency to which payment shall be made.
- 22-4 An employee desiring to have the District discontinue dues deductions that he/she has previously authorized must meet the requirements in Article II and notify the District and the Association in writing. (2018)
- 22-5 Written authorizations for specific payroll deductions, except for IRS Section 125 Plan, must be on file with the District business office on or before the 1st day of any calendar month to be effective in that month. (2018)
- 22-6 The District agrees to provide to all employees qualified to be members of this organization and eligible under District employment rules the services necessary to offer them the benefits available from the Internal Revenue Act of 1978, Internal Revenue Code Section 125, as amended.
- 22-7 The Association agrees that the District's only obligation is to make the deductions and corresponding contributions that are requested in writing by the eligible employees.

The Association agrees to hold the District and its employees harmless for any and all claims, demands, losses, liability, costs or expenses of any nature, to include attorney's fees arising from these deductions/benefits.

ARTICLE XXIII – SALARY

23-1 The bargaining unit shall be composed of all classified employees who are regularly scheduled to work throughout the school year and those scheduled to work as full-time year-round employees.

Effective July 1, 2023 the District agrees to an 8% pay increase for the 2023-2024 school year and a 4% pay increase for the 2024-2025 school year. The District agrees to pay an additional 1.75% portion of the PERS contribution rate. Employees will be paying the employee's portion of future PERS increases per NRS 286.421.

Senate Bill 231 - Additional Salary

For the 2023-2025 biennium, CCSD will pursue funding if made available through Senate Bill 231 of the 2023 Legislative Session. Any awarded funds will be applied to salary and benefits, as permitted by law. Any increase in salary and benefits will only be for the term of the 23-25 biennium and will sunset effective July 1, 2025, unless extended by the Nevada Legislature.

Funds will be reported separately on employee contracts as clarification for all parties. Funds will be applied, upon receipt, consistent with a successful subgrant award.

(2023)

TITLE	ACCOUNTING	RANGE
Accounting Technician		34
Accounts Payable		31
	FOOD SERVICE	
Food Service Manager		21
Food Service Worker		17
Food Service Assistant/Cashier		15
	INSTRUCTIONAL	
Duty Assistant		15
Family Services Specialist		25
Paraprofessional Instructional Assistant		20
Paraprofessional Instructional Assistant – Early Childhood		21
Paraprofessional Instructional Assistant – ESL/ELL		21
Paraprofessional Instructional Assistant – Special Education		24
Paraprofessional Instructional Assistant – Vocational		20
Paraprofessional Migrant Education Assistant		21
Library/Media Assistant		20
Library/Media/Classified Specialist		25
Music Accompanist		20
Sign Language Interpreter – 0.0-1.9 EIPA Test		21
Sign Language Interpreter – 2.0-2.9 EIPA Test		25
Sign Language Interpreter – 3.0-3.5 EIPA Test		30
Sign Language Interpreter – 3.6-3.7 EIPA Test		31
Sign Language Interpreter – 3.8-3.9 EIPA Test		32
Sign Language Interpreter – 4.0 EIPA Test		34

MAINTENANCE & OPERATIONS

MAIN I ENANCE & OPERATIONS	
Custodial Manager	34
Maintenance/Ground Technician	32
Maintenance Technician – HVAC	48
Custodian	24
Mechanic	40
NURSING	34
Classified School Nurse – RN	
Classified School Nurse – LPN	
Health Aide	23
OTHER	24
Grant Coordinator	
Parent & Community Engagement Coordinator	
Students in Transition Coordinator	34 32 25
SECRETARIAL Administrative Secretary	29
School Office Manager – Secondary	29
Data Management Specialist	29
High School Scheduler	29
Transportation Dispatcher	29 25 27
Data Specialist – Secondary	27
Department Secretary	28
School Office Manager – Elementary	27 26
Administrative Clerical Assistant	
School Secretary	25
SECURITY	26
Campus Security Officer	
TECHNOLOGY	
Senior Computer Technician	32
Computer Technician II	
Computer Technician I	28
TRANSPORTATION	
Garage Manager	34
Bus Driver	24
Bus Driver Trainer	25
Bus Monitor	
Transportation Trainer	
WAREHOUSE	27
Warehouse Worker	<u>28</u> 15
Warehouse Clerk	

Classified Paraprofessional Instructional Assistant - Special Assignment

- This salary schedule will incorporate steps;
- Step 0 will be based on \$133 divided by 7 hours at @ \$19.00/per hour;
- Compensation will be based on a 188 day contract \$25,004/yr.;
- Each subsequent step will increase as denoted in the Master Agreement salary schedule; Currently 1.85% increase for each step.
- Compensation will be annualized as provided in the NCSEA agreement. (2023)

- 23-2 Salary Schedule The salary schedule appears as Appendix A at the end of this document. The salary schedule consists of 48 different ranges each with steps A through Z. Education credits are also reflected. Individual placement on the salary schedule is based on service with the District and approved educational credits. (2021)
- 23-3 The actual daily site work schedules including hours to be worked each day and duty assignments including, but not limited to, student supervision duty and all other dutyassignments for all employees and all other currently existing and future positions will be determined by the immediate supervisor and/or the Superintendent or designee. The site administrator will make every reasonable effort to assign duty schedules to appropriate classified personnel that do not interfere with their job responsibilities. Attempts will be made for employees who work at two different sites to schedule duties at only one site per day. The employee will not be required to return to a site for the sole purpose of a scheduled duty. All assignments of more than five (5) hours shall have thirty (30) minutes (unpaid) uninterrupted lunch period, except when weather or emergency require the building administrator to make alternative assignments.

As required by law, each employee will be granted rest breaks. Break time will be paid. The employee's immediate supervisor will schedule breaks. Any employee working at least three and one-half (3 1/2) hour shift will be granted a fifteen (15) minute break. When possible breaks should be scheduled for the middle of the shift. Any employee working at least six (6) hour shift will be granted two (2) fifteen (15) minute breaks. When possible the breaks should be scheduled in the middle of each shift before and after the lunch break. (1998)

23-4 An employee shall be entitled to overtime pay for overtime worked at the rate of 1½ times the basic straight time rate of pay, provided the employee received prior approval for overtime work from his/her immediate supervisor, subject to district policy and state/federal laws. An employee shall be entitled to two (2) times the basic straight time rate of pay for any work performed on holidays.

An employee called out on an emergency shall be paid a minimum of two (2) hours.

23-5 Each salary step is based on service in the district, except that up to five (5) years experience outside the district may be allowed for placement on the salary schedule. The experience must be in a comparable job. It is the employee's responsibility to substantiate this experience to the satisfaction of Human Resources, which has the final authority in making this determination. (2014)

Employees of the district who left voluntarily for any reason and are rehired by the district in the same job classification will be placed on the salary schedule at the next higher step than they were on when they left, provided they had at least six (6) months on the previous step and return within three (3) years. Seniority shall start with the rehire date. (2020)

23-6 Movement on the salary step scale for educational credits, experience and salary increase will occur on the employee's appropriate payroll roll-up date of July 1 for 12 month employees and September 1 for school calendar employees, and will continue on that date through the employee's term of employment until they move to a different position, i.e. 12 months to school calendar, etc. (2014)

Movement on the salary step scale for experience will be granted as follows on the appropriate

Payroll/roll-up date:

Full-time for at least one-half (½) the contracted work year; Half-time for a full contract year; or Part-time for two (2) full years.

- 23-7 Salaries specified on classified salary schedule shall be paid in twelve (12) equal monthly payroll checks.
- 23-8 The Churchill County School District will within sixty (60) days from the beginning of the contract year/school year as applicable, provide a letter of intent to all classified employees that documents the scheduled working hours, days, paid holidays, position, position location, department, current salary step and column, start and end date. For employees who have a change in assignment, the District will make every reasonable attempt to provide such documentation to those employees at least seven (7) days prior to the first day of school. *(2021)*

It is each employee's responsibility to check his/her placement on the salary schedule. If his/her salary is not in conformance with the salary schedule, it is the employee's responsibility to bring the matter to the attention of Human Resources. (2014)

Classified part-time employees may apply for and hold other open part-time positions that would provide enough hours to receive benefits. (2011)

- 23-9 In-service classes offered by the district are open to the classified employees. There may be times when enrollment must be limited and preference given to licensed personnel. In these instances, if the demand warrants, the District will endeavor to repeat the class. Classes specific to the needs of classified employees will be considered. (2018)
- 23-10 The District will recognize credits earned in in-service classes, community or technical college or university classes, or any other classes provided by a professional organization that are directly related to the employee's classification and that are pre-approved by Human Resources. Each range step shall have an A, B, C, D, E and F increment for education credits. Each increment shall be given with five (5) credits or eighty (80) hours of class time. Each increment shall add a 1% increase to the individual's present salary. Only credits earned after accepting employment will be accepted. Movement must be subject to application to and approval by Human Resources. Human Resources will provide a list of accepted classes for all classified employees. *(2019)*
- 23-11 Transcripts or grade reports for advancement credits will be submitted to Human Resources no later than June 30 for 12 month employees and August 31 for school calendar employees.

(2016)

(1996)

- 23-12 The District may require certain classified employees to undertake First Aid training and to maintain certification in that field. Employees required to undergo this training shall be compensated their regular rate of pay. (2014)
- 23-13 If the District offers summer school, the classified positions will be offered on an equal consideration basis. The summer school hourly rate shall be advertised.
- 23-14 Any employee may request reclassification between November 1 and November 15 of any year. Request for reclassification must be based on increased duties, responsibility or experience as

defined in the most current list of job descriptions. The District and the Association will jointly prepare a form for Request for Reclassification. The requests must be reviewed by the department head or principal and forwarded with recommendations to the Superintendent or designee. (2016)

If approved, the reclassification pay increase will be retroactive to date of request (November 1). Positions reclassified will be considered upgraded and will not be considered a new position or require a job announcement or an interview. Employees who are granted reclassification will remain in their new classified position. (2010)

- 23-15 Hours worked in excess of 40 hours per week by agreement between supervisor and employee and prior approval of the Superintendent or designee may be compensated by hours off regular work hours instead of overtime pay. The employee will be compensated at a rate of one and one-half $(1\frac{1}{2})$ hours compensation time to each one (1) hour worked. (2014)
- 23-16 A shift differential of \$0.25 (twenty-five cents) per hour for work after midnight will be paid to classified employees if they work a shift starting in the PM and ending in the AM when a majority of their scheduled hours occur after midnight (12:00 AM). (2007)
- 23-17 All Classified employees will be evaluated by their immediate Site Administrator, Director or designee. There will be at least one (1) scheduled personal observation done per work year. All evaluations will be done on a District standardized evaluation form. If designee is not a District employee, then they will work closely with Human Resources to develop and administer a plan for improvement, if one is necessary. (2019)
- 23-18 The Churchill County School District will provide the appropriate amount of on-the-job training for substitute employees when necessary. The on-the-job training may be in the areas of secretarial, custodial and food service. The on-the-job training may be one shift on a paid basis.

The site administrators and/or supervisors will have each employee develop a detailed substitute's lesson plan for their specific area of work. (1998)

- 23-19 A classified employee assigned to more than one (1) site shall be given at least, but not limited to; ten (10) minutes travel time. This time required to travel during a normal school day shall be considered as part of the classified employee's workday. Mileage for gas allotments to be determined by the District will be granted to such classified employees when using their own vehicles. An employee with two separate positions will not be entitled to mileage reimbursement. (2017)
- 23-20 If the District requires/requests an employee to obtain and/or renew his/her commercial Driver's License, the district shall reimburse, in full, the cost of the Commercial Driver's License with the following conditions:
 - 23-20-1 If the employee leaves before the end of one (1) year of employment, full reimbursement will be made to the District.
 - 23-20-2 If the employee leaves the District before two (2) years of service is completed, 50% reimbursement for the license will be made to the District.
 - 23-20-3 If the employee completes two (2) years of service with the District, no

reimbursement shall be made to the District.

- 23-21 The District will participate in the cost of a physical examination of the employee, for the Commercial Driver's License up to a maximum of \$65.00 with the following conditions:
 - 23-21-1 If the employee leaves before the end of one (1) year of employment, full reimbursement will be made to the District.
 - 23-21-2 If the employee leaves the District before two (2) years of service is completed, 50% reimbursement for the license will be made to the District.
 - 23-21-3 If the employee completes two (2) years of service with the District, no reimbursement shall be made to the District. (2006)
- 23-22 The District will notify and join with the Association in a joint effort to review job descriptions in order to bring job responsibilities and salaries in line with the work currently being done by classified personnel due to growth, technology, and work demand. (2016)
- 23-23 All employees hired on or after July 1, 2017 will be paid by the District's paperless direct deposit pay system. Each employee will designate a financial institution to receive the direct deposit. If no designation is made by an employee, pay will be direct deposited on a payroll debit card.

(2018)

- 23-24 Longevity Pay
 - 23-24-1 Longevity pay will be awarded when an employee has reached Step Z on the salary table.
 - 23-24-2 Longevity pay will be an additional \$500, paid with the last paycheck of the contract year, and shall continue yearly thereafter so long as the employee remains maxed out on the salary table. An employee who does not complete his/her contract will not receive the longevity pay. (2023)

ARTICLE XXIV – BENEFITS

24-1 The District shall provide health insurance including vision and dental coverage without premium cost to eligible members of the classified bargaining unit. The District and bargaining unit agree to review health care coverage, premiums and availability for the eligible classified employees annually. The District and bargaining units will strive to provide the current level of benefit. Continuation of current benefits and plans is not automatic. If the benefits change during the contract year, the eligible classified employees agree to accept any benefit changes for the remainder of the term of the insurance policy. (2010)

It is recognized that participation in the community sponsored wellness program increases the awareness of healthier life styles and can be an effective tool in helping to reduce insurance claims. Members of the classified bargaining unit are encouraged to take advantage of the opportunities provided through the wellness program. (2007)

- 24-2 The District maintains workers' compensation insurance coverage for employees for workrelated injuries, and liability protection for employees in the performance of their duties. Information concerning coverage is available at the business office of the District. (2000)
- 24-3 Benefits Eligibility:
 - 24-3-1 Employees covered by this agreement and hired after January 12, 2012 will be eligible for the District's benefits package described in Article 24-1 as follows: (2014)
 - 24-3-2 An employee covered by this agreement who works twenty-eight (28) hours or more per week will receive full benefits as provided in this contract under Article 24-1. It is understood no employee will receive overtime pay unless they work more than forty hours (40) per week.
 - 24-3-3 An employee who works less than twenty-eight (28) hours per week and at least twenty (20) hours per week will be eligible for benefits coverage as described in Article 24-1 and may purchase health insurance on a pro-rated premium co-pay based on the actual FTE (as defined in 1-3) e.g., a 0.5 FTE (20 hrs/wk) would pay 50% of the premium, etc. The employee's portion of the premium will be paid by pre-tax payroll deduction. (2014)
- 24-4 Classified employees receive PERS benefits as described and covered by PERS regulations.
- 24-5 The District will provide life insurance at no cost to any eligible employee. (2016)

ARTICLE XXV – SCHOOL BUS DRIVERS

25-1 Route drivers who wish to drive for activity and field trips, will be placed on a seniority rotation system to assure each driver an equal opportunity. (2020)

The hourly rate for attending District mandated meetings, first aid classes, and monthly staff meetings will be at the bus driver's regular rate of pay. (2013)

25-2 Every school year, the Transportation Department will reorganize all routes. (2020)

All drivers and monitors will be notified in writing of the route reorganization in August of each year. The route for the school year will be held approximately two (2) weeks before the start of school. The route bids will be done in order of seniority as per the route driver seniority list. Only drivers who have an established route will be allowed to bid. Drivers who cannot be present for the bidding meeting may submit a written signed form to the Transportation Supervisor prior to the meeting for bidding process. If routes go unassigned, they will be posted for sub drivers and other qualified applicants to apply. All bid routes must have final approval of the Transportation Supervisor. (2021)

If a bus route becomes available: after the initial bid process, any route driver may request a transfer to the open route by submitting a written request to the Transportation Supervisor. The open route will be bid in seniority order as per the route driver seniority list. Any subsequent route that becomes open as part of this process will be offered to the next most senior driver who submitted a request. (2021)

Regular extra routes will be established by the Superintendent or designee upon recommendation by the Transportation Supervisor and classed as a permanent extra route or a temporary extra route. Permanent extra routes will be considered a regular route and paid as a regular route. (2021)

- 25-3 School bus drivers have the responsibility to clean the inside of the bus and to perform the legally required checks on their assigned buses. All drivers are to report fifteen (15) minutes before their A.M. leave time and fifteen (15) minutes before their P.M. leave time. They will be paid at their regular rate to perform these duties. (2020)
- 25-4 School bus drivers will be reimbursed in full, on their first pay check following employment, the cost for obtaining or renewing a Commercial Driver's License CDL, provided it was obtained within six (6) months of commencing employment or during employment with the district and the district will participate in the cost of the required Medical Examiners Certificate for the CDL up to a maximum reimbursement of \$150 (receipt required), with the following conditions:
 - 25-5-1 If a driver leaves before the end of one (1) year of employment, full reimbursement for the license will be made to the district.
 - 25-5-2 If a driver leaves before two (2) years of service is completed, 50% reimbursement for the license will be made to the district.
 - 25-5-3 If a driver completes two (2) years of service with the district, he/she will not have to make any reimbursement to the district. (2020)

25-5 School bus driver trainees will be compensated for training time up to a maximum of fifty (50) hours at ten dollars (\$10) per hour. If the training takes the driver trainee longer than fifty (50) hours, then that time will not be paid. Payment will be made as the training is completed. It is expected that the driver trainee will be hired as a substitute or regular route driver. Should the driver resign or be terminated within six (6) weeks after being hired as a substitute or regular route driver, the amount compensated for training will be deducted from the last paycheck.

(2020)

- 25-6 The makeup of the District Transportation Advisory Committee will be: Transportation Supervisor Bus Driver NCSEA Representative Maintenance Supervisor Other members may be invited at the discretion of the Transportation Supervisor (2021)
- 25-7 Bus drivers who travel outside of Churchill County will be eligible for per diem for trips that are a minimum of five (5) hours, including the pre-trip check and post-trip cleaning and inspection. The per diem payments will be paid monthly on a form provided by the district. (2020)

ARTICLE XXVI – GENERAL SAVING CLAUSE

26-1 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 XXVII – TERM OF AGREEMENT

27-1 When ratified as hereinafter set forth, this Agreement shall be effective and remain in full force and effective until July 1, 2025.

This agreement expires on June 30, 2025. If no successor agreement is effective prior to that date, the District will not pay step and column increases; salaries will be the amounts effective on June 30, 2025 (2023)

- Either party shall give written notice to the other on or before January 1st of each year of its 27-2 intention to reopen and negotiate certain provisions of this agreement. In the interim year, any two (2) articles in addition to the salary provisions (including the salary table) and the benefit provisions shall be negotiable. This article does not apply to this 2021-2023 contract. (2019)
- This Agreement shall not be binding upon either party until ratified by the Association and the 27-3 Board of Trustees. (2019)

In witness thereof, the parties have thereunto, set their hand this 9th Day of August 2023.

TRUSTEES OF CHURCHILL COUNTY SCHOOL DISTRICT

residen

NEVADA CLASSIFIED SCHOOL **EMPLOYEES ASSOCIATION**

nnifer Sanches, Vice President

NEVADA CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION Negotiation Team Members

nber Alexander

Timothy (Nick) Baglin

APPENDIX A – SALARY SCHEDULE

MEMORANDUM OF UNDERSTANDING

Churchilll County School District and Nevada Classified Employees Association, Chapter 5

This Agreement is entered into between the Churchill County School District (the District) and Nevada Classified Employees Association, Chapter 5 (the Association) and is based upon the following recitals:

WITNESSETH:

WHEREAS, after careful and extensive work with the budget, the District administration has determined that the budget allows for a salary increase above that to which the parties agreed during negotiations; and

WHEREAS, the Board of Trustees and District administration desire at this time to increase salaries as much as possible for District employees; and

WHEREAS, the Board of Trustees and District administration appreciate the work of classified employees throughout the District and acknowledge their impact on the success and well-being of students;

THEREFORE, in consideration of the circumstances recited above, which are incorporated by reference into this agreement, the parties mutually agree that:

- All Classified employees will receive a salary increase for school year 2023-24 of 12%, and
- 2. All Classified employees will receive a salary increase for school year 2024-25 of 4%, and
- 3. This MOU will become effective upon being signed by the parties' representatives notwithstanding its retroactive approval by the District's Board of Trustees.

CHURCHILL COUNTY SCHOOL DISTRICT

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Dated August 1/2, 2023

NCSEA, CHAPTER 5

Dated August 10, 2023