

**Negotiated Agreement**  
**between**  
**the**  
**Clark County School District**  
**and the**  
**Police Officers Association of the Clark**  
**County School District**

**2013-2014**



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## **PREAMBLE**

This Agreement is made and entered into by and between the CLARK COUNTY SCHOOL DISTRICT and the POLICE OFFICERS ASSOCIATION OF THE CLARK COUNTY SCHOOL DISTRICT, this 14<sup>th</sup> day of November 2013.

**Whereas**, it is mutually agreed the ultimate responsibility for establishing reasonable rules rests with the Board of Trustees of the Clark County School District. Those rules established during the term of this Agreement shall not be inconsistent with this Agreement; and

**Whereas**, the Association agrees to do its utmost to see that its members perform their respective duties loyally and continuously under the terms of this Agreement and reasonable policies established by the school trustees; and

**Whereas**, the Association will use its best endeavors to protect the interests of the Clark County School District, its employees and the Association, conserve property, protect the interests of the public, and give service of the highest quality; and

**Whereas**, police officers in the School District have the right to join, or not join, any organization for their professional or economic improvements; and

**Whereas**, this agreement shall not be construed in any fashion to require the District to maintain and operate its own police force. The decision whether or not to maintain a District police force is within the sound discretion of the District upon consideration of the needs of the District, the fiscal resources of the District, the availability of police personnel from outside agencies or entities and such other factors as the District determines to be appropriate.

**Whereas**, the mission of the Clark County School District, as a national educational model, is to utilize all available resources to ensure full intellectual and character development of each individual as a responsible citizen who has the courage and ability to manage change effectively.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

**ARTICLE 1**  
**Definitions**

- 1-1 The term "NRS 288," as used in this Agreement, refers to Title 23, Chapter 288 of the Nevada Revised Statutes enacted by the 1969 Session of the Nevada Legislature and revised by subsequent sessions of the Nevada Legislature, cited as the Local Government Employee-Management Relations Act. The term "NRS 289," as used in this Agreement, refers to Chapter 289 of the Nevada Revised Statutes enacted by the 1983 session of the Nevada Legislature and revised by subsequent sessions of the Nevada Legislature, cited as the Rights of Peace Officers. The term "NRS 391.100" as used in this agreement, refers to Chapter 391 of the Nevada Revised Statutes enacted by the 1999 session of the Nevada Legislation, cited as Salaries of Teachers and other Employee's; School Police.
- The term 'NRS 288.215,' as used in this Agreement, refers to Chapter 288 of the Nevada Revised Statutes enacted by the 1977 session of the Nevada Legislature and revised by subsequent sessions of the Nevada Legislature titled, "Submission of dispute between firefighters or police officers and local government employer to arbitrator."
- 1-2 The term "School Trustees," as used in this Agreement, means the Board of School Trustees of the Clark County School District.
- 1-3 The term "Association," as used in this Agreement, means the Police Officers Association of the Clark County School District, and is the entity known as the Employee Organization in NRS 288.040.
- 1-4 The term "School District" or "District," as used in this Agreement, means the Clark County School District, and is the entity known as the Local Government Employer in NRS 288.060.
- 1-5 The terms "School Trustees," "School District," and "Association" shall include authorized officers, representatives, and agents of each. despite references herein to "School Trustees," "School District," and "Association" as such, each reserves the right to act hereunder by committee or designated representative.
- 1-6 The term "Superintendent," as used in this Agreement, means the superintendent of schools of the Clark County School District or designated representative.
- 1-7 The term "Personnel Officer," as used in this Agreement, means the School District's associate superintendent, Human Resources Division, or the superintendent's designee.
- 1-8 The term "Employee," as used in this Agreement, means a Regular Status police officer, certified by the Nevada Post/Nevada Law Enforcement Academy, commissioned by the Clark County School District, a member of the bargaining unit represented by the Association as defined by NRS 288.028, and eligible for membership in the Association. Employees working less than four (4) hours per day or twenty (20) hours per week, and temporary employees are excluded from the bargaining unit.
- 1-9 The term "Regular Status Employee," as used in this Agreement, means a certified police officer that has successfully completed a "Nevada Category I" Police Academy, or the ability to achieve Category I status within one (1) year, or the equivalent as prescribed by NAC/NRS Nevada Post Standards for in lieu reciprocity States, and the twelve (12) months probationary period from date of hire. The certified police officer is a full time safety-sensitive employee required to possess and carry a firearm as a condition of employment. Such employee can be supervised only by a certified law enforcement officer as stated in NRS 391.100-9. Reserve/Auxiliary/Volunteer officers do not qualify as a "Regular Status Employee".

- 1-10 The term "School Year," as used in this Agreement, is the same as that defined in NRS 388.080, which states: "The public School Year shall commence on the first day of July and shall end on the last day of June."
- 1-11 The term "Work Year," as used in this Agreement, refers to a variable period of time. The work year for Employees covered by this Agreement will vary based upon job classification and assignment. The work year may be eleven (11) months, or twelve (12) months, in length. Employee compensation and benefits provided for under this Agreement are to be accrued based upon the employee's work assignment, which is the actual days or hours of employment only. The minimum number of workdays in a work assignment shall be two hundred ten (210) days or 1,680 hours for 11-month employees, and two hundred thirty (230) days or 1,840 hours for 12-month employees.
- 1-12 The term "School Day," as used in this Agreement, means any day on which the education center offices are open for business.
- 1-13 A "Work Day" shall be defined as a day in which a regular status employee is required to be present on the job. A workday for school police personnel is generally defined as:
- 1-13-1 Days - A workday that begins at 5:00 a.m. or after, but before 11:00 a.m.
- 1-13-2 Swing - A workday which begins at 11:00 a.m. or after, but before 7:00 p.m.
- 1-13-3 Graveyard - A workday which begins at 7:00 p.m. or after, but before 5:00 a.m.
- 1-14 A "Work Week" shall be defined as seven (7) contiguous days starting on Sunday and ending on Saturday.
- 1-15 The term "Immediate Family," as used in this Agreement pertaining to the use of sick leave, means mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law, foster child, step child, step parent or any person living in the immediate household of the Employee. The term "Immediate Family," as used in this Agreement pertaining to bereavement leave, shall include those persons listed above and also brother-in-law, sister-in-law, grandmother, grandfather, grandchild, foster parent, son-in-law, daughter-in-law, aunt, and uncle.
- 1-16 The term "Agreement" refers to this document, the binding Agreement between the Clark County School District and the Police Officers Association of the Clark County School District.
- 1-17 The term "Appropriate Administrator," as used in this Agreement, shall be defined as the Chief of Police (as defined in NRS 391.100-9), and/or any other Nevada Post Certified Police Administrator.
- 1-18 The term "Immediate Supervisor," as used in this Agreement, shall be a designated representative [Sergeant] of the Appropriate Administrator paid on the Police Officers Salary Schedule.
- 1-19 The term "Serious Offense," is defined as an act or failure to act, which poses a serious threat or danger to the welfare or safety of staff, students, and public or district property.
- 1-20 "Emergency" means a situation which the police administration or the District could not have reasonably anticipated and when Police Department needs may require adjustments to work schedules in order to maintain minimum staffing levels for the Department.
- 1-21 "Pursuit" means the act by the Employee of following a person(s) in order to overtake and capture that/those person(s).

- 1-22 The term "Span of Control" refers to the number of subordinates who report directly to a single Appropriate Administrator or Immediate Supervisor. A correlation generally exists between the span of control and the number of supervisory ranges within the department.
- 1-23 An "Association Representative" is a duly authorized association representative appointed by the Association and noticed to the District.
- 1-24 The term "Call-Out" is defined as any employee who returns to work on a non-scheduled assignment during off-duty hours after the employee has left their normal duty location.
- 1-25 The term "Field Training Officer (FTO)" / "Instructor" is defined as a regular status employee who is assigned in writing by the Chief of Police or designee, the task of training an employee or employees.
- 1-26 The term "Police Department" as used in this agreement refers to the Clark County School District Police Department that is comprised of certified "Regular Status Employees" who possess a POST Certificate and are supervised by the Appropriate Administrator.
- 1-27 The term "Executive Board" refers to the President, Vice-president, Secretary, and Treasurer of the Association.
- 1-28 The term "Paternity/Maternity Leave" Leave granted to employees for the purposes of caring for newly born or newly adopted children.

**ARTICLE 2**  
**Recognition**

- 2-1 The School District recognizes the Association as the exclusive representative of all employees employed by the School District subject to this Agreement, except such employees as is excluded by NRS 288.
- 2-2 The parties agree that recognition was and is granted in accordance with NRS 288 and will continue only so long as the Association complies with the provisions of NRS 288 and that recognition may be withdrawn during the term of this Agreement in accordance with NRS 288 and with the terms of this Agreement.
- 2-3 All rights and privileges expressly granted to the Association under the provisions of this Agreement are granted for the exclusive use of the Association subject to the exception of NRS 288.140 and the prohibitions of NRS 288.270.
- 2-4 The Association recognizes that the School Trustees, as representatives of the electorate, have the final responsibility for establishing policies for the School District, provided that such policies shall not violate or contradict the terms of the Negotiated Agreement in effect.
- 2-5 This recognition is the mutual agreement of all parties to negotiate in good faith regarding all negotiable items in accordance with NRS 288.
- 2-6 Entire Agreement

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Clark County School District and the Association each voluntarily and unqualifiedly waives the right, and each agrees that the other



shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in the Agreement, even though such subject or matter may not have been within the knowledge or contemplation by either or both of the parties at the time that they negotiated or signed the Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all-inclusive. Any benefit existing prior to this Agreement is negated unless specifically incorporated into this Agreement.

- 2-7 All rights and privileges expressly granted under NRS 289 and NRS 391.100 shall apply to all commissioned police officers of the Clark County School District.

### **ARTICLE 3 Impasse Proceedings**

- 3-1 It is understood that if the parties fail to reach agreement as a result of direct negotiations, impasse proceedings may be invoked by either party in accordance with the provisions of NRS 288.215.

### **ARTICLE 4 Grievance and Arbitration Procedure**

- 4-1 A grievance is defined as any dispute, which arises regarding an interpretation, application, or alleged violation of any of the provisions of this Agreement. A grievance may be filed by an Employee of the School District covered by this Agreement, individually or through the Association, or by the Association. A grievance will not include any matter or action taken by the School Trustees, or any of its agents, for which relief is granted by the statutes of Nevada.
- 4-2 The provisions of this Article are for the purpose of setting forth the full grievance procedure including the time limits relating to these procedures, which may culminate in arbitration.
- 4-3 Time limits indicated at each level of the grievance procedure set forth in this Article shall be construed as maximum and an attempt shall be made to expedite the process. The time limits set forth in this Article shall be waived at the end of the aggrieved Employee's regular assignment or when the aggrieved Employee is on an approved leave, unless the Employee, in the event the grievance was filed by the Employee, the Association, and the District mutually agree to observe the timelines specified in Article 4.
- 4-4 Extensions of the time limits may be requested verbally or in writing by either party. Verbal extensions shall be confirmed in writing by the party making the request within two (2) school days.
- 4-5 **STEP ONE: Informal Discussion:**
- (a) Both parties encourage Employees covered by this Agreement to resolve their problems with their Immediate Supervisor or the Appropriate Administrator whenever possible. The provisions of this Article are not intended to preclude an Employee with a potential grievance from informally discussing the problem with his/her Immediate Supervisor or the Appropriate Administrator prior to filing a formal grievance.
  - (b) If an Employee requests an informal discussion with his/her immediate Supervisor or the Appropriate Administrator concerning the subject matter of a potential grievance, such informal discussions will be held no later than thirty (30) School Days from the last day the alleged violation occurred.

- (c) It is understood and agreed that all aspects of such informal discussions, if any, which take place shall have no bearing or precedential effect on the resolution of that grievance or any similar grievance filed in accordance with this Article.
- (d) If a grievance is resolved as a result of an informal discussion, the Immediate Supervisor or Appropriate Administrator may reduce that resolution to writing prior to the termination of the time limits for filing a formal grievance. Any written resolution shall be acknowledged by both parties and forwarded to the Association and the superintendent's designee, Employee-Management Relations Office. The absence of such a written resolution shall serve as notice that the formal grievance procedure may be initiated.

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

#### **STEP TWO**

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

#### **STEP THREE**

- (j) In the event the grievance is not resolved at Step Two of the grievance procedure, the Association not later than twenty (20) School Days may request that the matter be resolved by arbitration by filing a written demand for arbitration to the superintendent's designee, Employee-Management Relations Office.

The District and the Association shall establish a panel of nine (9) arbitrators from American Arbitration Association (A.A.A.) from which an arbitrator will be assigned in the event the grievance is not resolved in Step 2 of the grievance procedure. By mutual agreement the parties may elect to hold a summary arbitration.

A summary arbitration will be defined as an arbitration with no court reporter, no written briefs; no lengthy opinion, just an award. Further, summary arbitration decisions will not be precedent setting.

If the parties do not agree to a summary arbitration, then the process will proceed to Step 4 of the grievance procedure.

#### **STEP FOUR**

(k) In the event of a request for formal arbitration rather than a summary arbitration of an unresolved grievance, the parties shall utilize the established panel of arbitrators as outlined in Step 3.

- 4-7 The arbitrator shall not have the authority to modify, amend, alter, add to, or subtract from any provision of this Agreement. An arbitrator in the absence of the express written agreement of the parties shall have no authority to rule on any dispute between the parties other than one which qualifies as a grievance as defined in Section 4-1.
- 4-8 The arbitrator's decision shall be submitted in writing within thirty (30) School Days of the close of arbitration or submission of post hearing briefs, whichever comes later, to all parties and shall be final and binding on all parties to this Agreement unless the arbitrator exceeds the powers specified herein, or is guilty of procedural error prejudicing the rights of either party as defined by federal labor law decisions.
- 4-9 The expenses of any arbitration, including the arbitrator's fee, costs, expenses, and the cost of the arbitrator's transcript, shall be borne equally by the School District and the Association. However, all other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expenses. It is understood and agreed only the Association has the right to request arbitration.
- 4-10 No reprisals of any kind will be taken by the School Trustees or by any member of the administration against any party because of filing a grievance or because they participated in the grievance procedure on behalf of the grievant and/or the Association. This provision shall not be construed as an agreement by the School District to pay the grievant or the association representative or any person present on their behalf for the time spent in processing a grievance in accordance with the provisions of this Article. The time for a grievance meeting must be approved by the superintendent's designee, Employee-Management Relations, and by the Association and/or the grievant. It may occur during or outside the workday. In the event a grievance meeting is scheduled and held during the workday, those employees covered by this Agreement who participate in such meeting may do so without loss of pay.
- 4-11 Grievances may be consolidated for purposes of arbitration by mutual agreement of the School District and the Association.
- 4-12 No provisions of this Article shall be construed to prevent any individual Employee covered by this Agreement from discussing any problem, dispute, or even a grievance as defined herein with any supervisor outside the presence of a representative of the Association. However, such discussion shall not relieve any party from compliance with other provisions of this Article in the absence of an express written waiver of such provisions.
- 4-13 In the event an Employee(s) exercises the right to individually process a grievance without assistance from the Association, the School District shall provide the Association:
- (a) A written copy of the grievance, the name of the grievant to include job title, work site, and the name of the grievant's Appropriate Administrator.

- (b) An opportunity to be present at any meetings with the grievant(s).
- (c) Reasonable times to assert the Association's position in regard to the matter.
- (d) A written copy of the resolution of the grievance.

4-14 The parties hereby recognize the existence of policies and administrative regulations of the School District to which the Employees covered by this Agreement are bound, and which is subject to change by the School Trustees of the School District. The parties agree that any disputes arising under the application and/or administration of such policies or regulations relating to the subject matter not covered by the provisions of this Agreement shall be processed in accordance with Step Two of the grievance procedure set forth herein. If the dispute is unresolved after Step Two of the grievance procedure, the dispute may only be processed as follows:

4-14-1 The person initiating the dispute may refer the dispute to the Board of School Trustees with full knowledge of the Appropriate Administrator and/or the Superintendent. When a dispute is so referred the board or a committee of the board designated by the full board ("POA Article 4-14 Committee") shall meet and informally discuss the subject matter of the dispute with the person initiating the dispute and with representatives of the Association requested to be present by that person. Anyone who participated in any part of the denial process leading to the dispute being referred to the Board may not serve on the Board's "POA Article 4-14 Committee."

4-14-2 The superintendent or designee shall prepare a review of the case for the Board of School Trustees.

4-14-3 The Board of School Trustees shall make a decision and shall communicate it in writing within thirty (30) days after the final meeting on the dispute.

4-15 The District and the Association agree that all hearings shall be conducted in an orderly manner. Should a participant not conduct himself or herself in an orderly manner, either party could request a 30-minute recess.

4-16 The District and the Association agree that all District regulations and policies of conduct are in force during the hearing.

4-17 No precedent shall be set by the resolution of a grievance filed by an individual Employee unless the Association submits the matter to Step Three, Arbitration.

4-18 Arbitration Procedure

The District and the Association will jointly request a list of twenty-seven (27) arbitrators from which they will strike until nine (9) names remain. These nine (9) arbitrators will be the panel from which an arbitrator will be assigned for expedited arbitration. The list of nine (9) arbitrators will be sent to the American Arbitration Association and when an arbitrator is needed for the expedited arbitration procedure, the District and the Association will request that A.A.A. send the first available arbitrator.

**ARTICLE 5  
Responsibility Clause**

5-1 Any Employee who is officially assigned in writing by an Appropriate Administrator to perform the responsibilities of a regular position in a higher class, for the majority of a shift because of the absence of a Regular Status Employee shall, after five (5) consecutive days, five (5) days in a

three-month period, or eight (8) work days within the school year be granted retroactively a five (5), ten (10), or fifteen percent (15%) increase.

- 5-1-1 The percentage increase shall be determined by finding the Employee's current salary step and advancing on the step column toward the range of increased responsibility, not to exceed fifteen (15) percent. On any successive responsibility assignment to the same position in the higher class within the previous twelve (12) months, the Employee shall receive responsibility pay effective the first day of the assignment.
- 5-1-2 If the Employee is subsequently promoted from the responsibility assignment to the regular assignment, placement on the salary schedule shall be made in accordance with Regulation 4293 (Placement and Advancement on the Support Staff and School Police Salary Schedule).
- 5-2 Any Employee who, although not replacing another Employee, is officially assigned in writing by the Appropriate Administrator with the approval of the division head, to all the responsibilities of a full-time regular position in a higher classification than the Employee's current position, shall after five (5) consecutive days, be granted retroactively an increase not to exceed a maximum of fifteen percent (15%) but not less than ten percent (10%) of the Employee's current salary until the assignment is discontinued. Such an assignment shall not exceed ninety (90) days unless the approval of the Superintendent or his/her designee has been obtained.
- 5-3 Whenever possible, an Employee will receive earned responsibility pay not later than the following pay period.

## **ARTICLE 6 Annual Leave (Vacation)**

- 6-1 The first year of employment vacation time shall be accumulated as follows:
  - (a) Eleven-month Employees shall accumulate 72 hours (9 days) per eleven (11) months, a rate of .818 days per month worked.
  - (b) Twelve-month Employees shall accumulate 80 hours (10 days) per twelve (12) months, a rate of .833 days per month worked.
  - (c) An employee cannot take earned annual leave during the employee's initial probation period with the District, unless approved by the Appropriate Administrator or designee.
- 6-2 After the first year of employment (beginning second year of employment), vacation time shall be accumulated as follows:
  - (a) Eleven-month Employees shall accumulate 120 hours (15 days) per eleven (11) months, at a rate of 1.36 days per month worked.
  - (b) Twelve-month Employees shall accumulate 120 hours (15 days) per twelve (12) months, at a rate of 1.25 days per month worked.
- 6-3 After five (5) years of employment (beginning of the 6th year), vacation time shall be accumulated at the rate of 1.50 days per month worked:
  - (a) Eleven-month Employees shall accumulate 132 hours (16.5 days) per eleven (11) months.
  - (b) Twelve-month employees shall accumulate 144 hours (18 days) per twelve (12) months.

- 6-4 After ten (10) years of employment (beginning of the 11th year), vacation time shall be accumulated at the rate of 1.75 days per month worked:
- (a) Eleven-month Employees shall accumulate 154 hours (19.25 days) per eleven (11) months.
  - (b) Twelve-month Employees shall accumulate 168 hours (21 days) per twelve (12) months.
- 6-5 Annual leave shall be approved by the Appropriate Administrator who is in charge of the department in which the Employee is currently assigned. The District may deny any leave request that is:
- (a) Not submitted five (5) days in advance of the requested leave date;
  - (b) Will conflict with mandatory meetings or training that the officer has been advised of prior to requesting leave; or
  - (c) Will conflict with posted schedules, which the Employee should have been known to be in conflict with the requested leave.
- Leave requests for more than eighty (80) hours or ten (10) days must be submitted twenty (20) working days in advance.
- 6-6 The District and/or police administration may require the adjustment of scheduled vacation leaves to maintain minimum staffing levels in the District or in the event of an emergency.
- 6-7 In case of a scheduling conflict, the Appropriate Administrator shall consider length of service. If the nature of the work makes it necessary to limit the number of Employees on vacation leave at one time or to limit the number of days, which may be approved at one time, the Appropriate Administrator should consult with the Employees to determine which Employees shall be assigned and which Employees are to receive approval for annual leave.
- 6-8 Employees shall not accumulate more than 85 days of annual leave. No additional annual leave shall be credited when the employee has reached this maximum. Eleven and twelve month employees shall have the option at the end of their work assignment, or the second (2nd) pay period in January, or on the pay period following spring break to retain all of their accumulated vacation or take a full pay-off for their accumulated vacation or retain part of their accumulated vacation and take a partial pay-off for their accumulated vacation.

## **ARTICLE 7**

### **Jury Duty**

- 7-1 An Employee selected to serve on a trial jury or appointed, as a member of a grand jury must apply for such leave in advance by submitting a document verifying the selection or appointment to the Appropriate Administrator.
- 7-2 An Employee who serves on a jury scheduled during the Employee's Work Day shall receive the regular daily rate of pay for that period of jury service. Monies received for mileage shall be retained by the Employee. Monies received for a jury assignment shall be remitted to the District.
- 7-3 Those Employees required to appear for jury duty who are released with three (3) or more hours of their Work Day remaining (after travel time to work site) shall report to work. The requirement to report to work shall not apply to evening shift workers who served for four (4) hours or more on a jury during the day of their shift.

7-4 Employees will be provided time off without loss of pay when appearing in a court proceeding which requires the Employee to testify regarding a matter related to the Employees duties. However, monies received for a subpoena, less transportation mileage reimbursement, shall be remitted to the Clark County School District immediately upon receipt of the monies for the subpoena.

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

7-5 Leave without loss of pay will not be provided to an Employee having a personal interest or benefit from participation in the proceedings or if the proceeding is between any Employee and the District.

7-6 Any Employee subpoenaed by an Employee organization to appear at any hearing relating to labor relations matters shall not be granted leave with pay except as provided in the negotiated agreement.

7-7 The District retains the right to require Employees to serve as witnesses without loss of pay.

## **ARTICLE 8 Association Business**

8-1 For each separate fiscal year covered by the term of this Agreement, the Association will be allocated a total of eight hundred (800) hours leave without loss of pay for association members to conduct Association business, including day-to-day operations, i.e., seminars, to attend association meetings, conferences, legislative sessions, conventions, or training sessions.

8-2 In order for the association business/leave to be authorized, the association business/leave form must be:

8-2-1 Signed by an authorized Association Representative indicating reason and dates for leave.

8-2-2 Signed by Employee.

8-2-3 Completed not more than five (5) days prior to release date. Exceptions to the five (5) day notice may be granted with less than five (5) days notice on an individual basis.

8-2-4 Signed by the Appropriate Administrator of Employee with action noted.

8-2-5 Signed by Superintendent/designee with action noted and distribution made as indicated on form. A request for this leave will be denied if the form is not signed by an authorized Association Representative.

8-3 Three (3) non-district Employee representatives of the Association may communicate with individual Employees or group of Employees during the individual Employee's work breaks or lunch period. The conduct of such business shall be such as not to interfere with the individual Employee's duties. The Association representatives must check in with the Appropriate Administrator upon entering the building, office area, or work site in order to identify themselves, to facilitate the purpose of visit, and to make arrangements to communicate with a particular Employee or group of Employees.

- 8-4 Employees selected by the POA to act as Association representatives shall not be permitted to conduct any association business during that Employee's work day. Employees named by the POA to act as Association representatives may conduct association business before and after the workday, during the duty-free lunch period, and during authorized breaks.
- 8-5 Association leave days used will not be charged against the Employee's sick leave, annual leave, or the calculation of personal leave days earned.

**ARTICLE 9**  
**Paid Lunch Period**

- 9-1 All police officers will be given a 30-minute paid lunch period in an eight- (8) or ten- (10) hour Work Day, subject to calls for service and as work load permits.
- 9-2 Unless otherwise approved by the police officer's supervisor, the lunch period shall not be taken within the first two hours of the police officer's shift, nor shall it be taken later than five hours into the police officer's shift.

**ARTICLE 10**  
**Call Back Pay**

- 10-1 Employees requested to fulfill a District requirement to return to duty shall be paid a minimum of three (3) hours regardless of having worked less than three (3) hours, at time and one-half of the regular rate for the Employee. Several call backs on the same shift shall not exceed eight (8) hours of pay, unless the Employee actually works eight (8) hours or more on that shift on call back time.
- 10-2 Call Back Pay will be coded for PERS (Public Employees Retirement System) contribution as required by NRS.

**ARTICLE 11**  
**Sick Leave**

- 11-1 Sick leave is leave that shall be granted to an Employee who is unavoidably absent because of personal illness or accident or because of serious illness or accident in the Employee's Immediate Family or for visits to a licensed medical provider. All regular Employees, including eleven- (11) month Employees, shall be granted sick leave at the rate of fifteen (15) days per year. Any Employee who misuses sick leave shall be subject to disciplinary action.
- 11-2 An Employee who is ill must contact the Immediate Supervisor and/or designee at least one hour prior to the beginning of the Employee's assigned regular work shift except when due to an emergency or when contact is not possible, then contact shall be made as soon as possible thereafter.
- 11-3 A verification of illness, and/or release to return to work shall be submitted by the Employee upon return to work from an absence of four (4) consecutive scheduled Work Days, and/or if an employee calls in sick for a consecutive shift immediately after a voluntary overtime assignment, if requested by the Appropriate Administrator. The verification of illness and/or release to return to work must be from a state licensed health care provider in an appropriate discipline. The District will pay additional cost, when required.
- 11-4 An Employee may be required to submit a certificate of fitness because of extensive use of sick leave. "Extensive" shall mean that the Employee has used in excess of six (6) "incidents" of sick



leave in the preceding twelve- (12) month period. An "incident" of sick leave shall mean an absence of at least one-half of the assigned Work Day. Consecutive days of absence will be counted as one (1) incident. The District shall have the right to review the usage of such sick leave. Any use of sick leave exceeding 40 hours may require fitness for duty review.

If an Employee disagrees with the decision of the superintendent's designee, the Employee may appeal the decision to the Sick Leave Review Committee composed of five (5) members appointed by POA. A majority vote of the committee members present shall determine the decision of the committee. The decision of the committee shall be final and binding. In the event the committee is unable to secure a majority, the decision of the superintendent's designee shall stand. The committee's decision shall be limited to determining if the use of sick leave is appropriate.

The Sick Leave Review Committee shall hear the appeal if it is filed within twenty (20) workdays after the Employee is notified of the superintendent's designee's decision. The Sick Leave Review Committee shall meet each month and shall hear all appeals, which are filed ten (10) or more days prior to the meeting of the Sick Leave Review Committee. The Employee and/or the association representative and the superintendent's designee will be permitted to testify and present written information to the committee. This appeal procedure shall be in effect for the 2007-2008, 2008-2009, 2009-2010, and 2010-2011, 2011-2012, and 2012-2013 school years and shall end with this Agreement unless it is placed in the subsequent agreement. The appeal procedure can be eliminated by the District or the Association after providing a thirty (30) day written notice.

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

- 11-5 When an Employee is receiving compensation under workers' compensation, the Employee shall have the option of receiving full pay through the use of accumulated sick leave. If the Employee elects to receive workers' compensation only, the one (1) year period of time as outlined in Article 11-6, shall begin with the first day of workers' compensation.
- 11-6 An Employee who has returned to work in any capacity and is still receiving workers' compensation medical benefits under workers' compensation provisions and is required to report for further medical examination, treatment, or therapy during his or her Work Day will not be charged for sick leave if the following conditions are met:
- (a) The cumulative time required to receive this medical care does not exceed five (5) Work Days.
  - (b) This Article is not exercised when temporary total disability benefits are reactivated under workers' compensation provisions.
  - (c) The Employee submits a written duty status from the licensed medical provider and presents it to the supervisor on the next day worked after the appointment.
- 11-6-1 It is the intent of the parties to this Agreement that Employees schedule workers' compensation medical appointments before or after their workday.
- 11-6-2 Workers' compensation leave shall be deducted from sick leave but not taken into consideration for the calculation of personal leave days earned.

- 11-7 An Employee who has exhausted accumulated sick leave and vacation and whose prognosis indicates that the Employee shall be able to return to work within one (1) calendar year from the date that paid leave is exhausted, shall be granted a one- (1) year unpaid medical leave of absence.
- 11-7-1 An Employee returning from a one- (1) year unpaid medical leave of absence shall be reinstated to the first available position comparable to the position from which the leave was taken or for which the Employee qualifies.
- 11-7-2 There is no obligation on the part of the District to reinstate an Employee beyond one (1) year from the date that the Employee was released to return to duty from the unpaid medical leave of absence.
- 11-8 After five (5) years of employment, in the event of an Employee's death, all unused sick leave, up to a maximum of one thousand (1000) hours, shall be paid to the Employee's surviving spouse or beneficiary.
- 11-9 Employees who have completed at least ten (10) years of service with the Clark County School District and who enter into and receive retirement benefits, in accordance with Public Employee Retirement System (PERS) rules and regulations or if not enrolled in PERS are eligible for and start receiving social security benefits, or have completed twenty (20) continuous years of service with the District, shall receive reimbursement for unused sick leave at the rate of \$10 per hour subject to both a maximum of 300 hours and/or fund availability. The dollar amount and the number of days to be paid will be determined by the Association. The District agrees to contribute an increase of \$2,611.00 in 2007-2008, \$2,716.00 in 2008-2009, \$2,716.00 in 2009-2010, \$2,716.00 in 2010-2011, \$2,716.00 in 2011-2012, \$2,716.00 in 2012-2013, and \$2,770.00 in 2013-2014 school years for payment of unused sick leave. This amount shall be increased in the same percentage amount granted as general salary increase.
- 11-10 Maternity/paternity leave shall be granted to an Employee as required by the Family Medical Leave Act ("FMLA") for the purpose of giving birth. Maternity leave may be taken as vacation, sick leave, or leave without pay.
- 11-10-1 An Employee returning to work from an unpaid maternity/paternity leave of the duration required by the FMLA shall be reinstated to the position from which the leave was taken.
- 11-11 An Employee adopting a minor child may be granted paid sick leave or an unpaid maternity leave of absence. Such leave shall commence upon de facto custody of said adopted child, or earlier, if necessary to fulfill the requirements for the adoption and such. Leave shall be granted as provided by the FMLA.
- 11-11-1 An Employee returning to work from an unpaid adoption leave shall be reinstated to the position from which the leave was taken.
- 11-12 One flexible day will be provided to each Employee covered by the terms of this Agreement. Flexible day leave shall be deducted from sick leave, but not taken into consideration for the calculation of personal leave days earned. The Appropriate Administrator may not require more than five (5) Work Days notice prior to approval of the flexible day. The District shall grant the flexible day as requested by the Employee except in the event of an emergency. This event may only occur one time during the Work Year.
- 11-12-1 Flexible days may only be utilized during times the Employees are otherwise assigned to work and specifically excludes payment for a flexible day, and the use of such days, during non-assigned time.

11-13 Unused sick leave shall be accumulated without limit.

11-14 Sick Leave Pool

11-14-1 A Sick Leave Pool Committee

A Sick Leave Pool Committee shall be established to administer the Sick Leave Pool. The Committee shall have the authority to determine the minimum bank balance. When the pool reaches that minimum, the Committee may request an additional contribution period. The Committee shall be composed of an equal number of members appointed by the Association and the District and will develop procedures and guidelines for the operation of the pool. Should any problem arise in the administration of the pool, or any abusive practices occur, the parties agree to meet to make reasonable adjustments to facilitate the administration of the pool and resolve issues.

11-14-2 Sick Leave Pool

1. In order to contribute, an employee must have a minimum of forty eight (48) hours of accrued sick leave and must have a sick leave balance of at least forty (40) hours after the donation.
2. When the requirements set forth in this section and any other established by the committee have been met, the employee shall be compensated for all unpaid hours up to the maximum set by the committee for that particular claim.
3. An employee may voluntarily contribute during the periods of September 1 to September 30 or April 1 to April 30, which shall be the "window" periods established to contribute to the pool. An employee may voluntarily contribute a minimum of eight (8) hours to a maximum of twenty four (24) hours of earned sick leave to the Sick Leave Pool. It is the responsibility of the District to initiate the notice, collect the enrollment forms and administer all aspects of the Sick Leave Pool.

If the Pool initially fails to become operable, any employee who contributed to the Sick Leave Pool will have their hours returned to the employee.

4. The Sick Leave Pool shall have a minimum of four hundred eighty (480) hours deposited before becoming operable.
5. Eligible employees:
  - a. The Sick Leave Pool is available to all eligible employees covered under this agreement who have contributed hours to the Pool.
  - b. Employees must be employed by the District for six (6) months prior to becoming eligible for the pool.
  - c. Employees must meet the definition of catastrophic injury or illness set by the Sick Leave Pool Committee.
  - d. Employees with work-related Worker's Compensation Claims are not eligible for the Sick Leave Pool.
  - e. Employees must meet any other eligibility requirements set by the Sick Leave Pool Committee.

6. The following minimum requirements for the operation of the Pool shall apply:
  - a. No employee shall be eligible for more than seven hundred twenty (720) hours.
  - b. No employee shall be eligible to access the Pool until all accrued vacation, compensatory, sick and personal leaves have been exhausted.
  - c. Employees requesting hours from the Pool must submit an application, which must include a medical statement from the attending physician explaining the nature of the injury/illness and an estimated amount of time the employee will be unable to work. The Committee can require a second medical opinion from a physician selected by the Committee to be paid for by the employee.
  - d. After an official investigation by the District, employees who are determined to have abused use of the Pool hours will reimburse the hours drawn from the Pool and may be subject to disciplinary action by the District.
  - e. Any employee utilizing hours from the Pool shall not be required to reimburse those hours except as a regular contribution to the Pool.
  - f. In the event the operation of the Sick Leave Pool is more expensive than anticipated by the District, the District may discontinue operation of the Pool upon thirty (30) days written notice to the Association.

## **ARTICLE 12 Personal Leave**

- 12-1 Personal leave as defined herein may only be granted to those Employees who qualify for such leave in accordance with the provisions of 12-2 and 12-3.
- 12-2 Eleven- (11) month employees who in the prior School Year used four and one-half (4½) days sick leave or less, or the equivalent based on actual hours used, shall be entitled to two and three-quarters (2¾) days of personal leave with pay, based on the equivalent of the current assignment.
- 12-3 Twelve- (12) month Employees who in the prior School Year used five (5) days sick leave or less, or the equivalent based on actual hours used, if less than an eight (8) hour Employee, shall be entitled to three (3) days personal leave with pay, based on the equivalent of the current assignment.
- 12-4 Personal leave earned in accordance with the above shall be granted to the Employee without any limitations on the purpose for the use of such days and shall only be limited by the provisions of 12-5 and 12-6 below.
- 12-5 Employees qualifying for personal leave shall notify their Appropriate Administrator of the intended use of a day's personal leave at least five (5) days prior to the date to be used except in cases of personal emergencies. In the latter case, notice should be given as early as possible. All personal leave as set forth above is subject to approval by the Appropriate Administrator. The Appropriate Administrator may deny any leave request not submitted five (5) days in advance of the requested leave date or which will conflict with mandatory meetings, or training that the officer has been advised of prior to requesting leave, or due to posted schedules, should have known will conflict with the requested leave. Leave request in excess of ten (10) days must be submitted twenty (20) working days in advance.

12-6 Unless approved in advance by the Appropriate Administrator, no personal leave shall be granted during the first ten (10) days when schools are in session and the last ten (10) days before the end of the student School Year except for the graduation of the Employee's dependent child from school.

12-6-1 Earned personal leave must be used prior to June 30.

12-7 Personal leave days may only be utilized during times the Employees are otherwise assigned to work and specifically excludes payment for personal leave days and the use of such days, during non-assigned time.

12-8 To be eligible for personal leave, the Employee [eleven- (11) and twelve- (12) month] must have been employed as a regular status police officer before October 1 of the previous year.

### **ARTICLE 13 Bereavement Leave**

13-1 Leave with full pay shall be allowed for three (3) Working Days for each period of bereavement or absence due to death in the Immediate Family of the employee. Two (2) additional working days with full pay may be approved by the Employee's Appropriate Administrator. Time may be allowed for travel, with maximum bereavement leave not to exceed seven (7) Working Days. Bereavement leave shall be deducted from sick leave, but not taken into consideration for the calculation of personal leave days earned.

### **ARTICLE 14 Military Leave**

14-1 Members of reserve units of the United States Armed Forces or National Guard who are mobilized to meet local emergency situations for a period of ten (10) days or less shall receive their regular rate of pay for this period of time. However, they will be required to surrender the lesser of the amounts of (1) their regular rate of pay for each such period of time or (2) their payment received for military service while on active duty, exclusive of pay received for meals, transportation, and lodging.

14-2 An Employee who is an active member of the United States Army Reserve, the United States Naval Reserve, the United States Air Force Reserve, the United States Coast Guard Reserve, the United States Marine Corps Reserve, or the Nevada National Guard must be relieved from his/her duties, upon his/her request, to serve under orders without loss of his/her regular compensation for a period of not more than fifteen (15) working days in any one (1) calendar year. No such absence may be a part of the Employee's annual vacation provided by law.

14-3 If an Employee is not on the payroll during the period of required armed forces service duty, as provided for above (i.e., an eleven month employee attending summer camp), said Employee shall not receive the benefits provided for by this Article 14.

### **ARTICLE 15 Overtime**

15-1 Any Employee who works or is in a paid status for more than forty (40) hours in any week (Sunday through Saturday) and the Appropriate Administrator or designee is aware of and approves the work assignment shall be paid for all hours in excess of forty (40) per week or eight (8) hours per day on the basis of time and one-half.

Any Employee assigned by the Appropriate Administrator to an alternative shift assignment comprised of four (4), ten (10) hour days shall be paid for all hours in excess of forty (40) hours per week or ten (10) hours per day on the basis of time and one-half.

Holiday pay, sick leave pay, and vacation pay shall not prevent an Employee from receiving time and one-half.

If an employee is scheduled to work an extra duty assignment and the assignment is cancelled without the Employee being previously notified six (6) hours in advance, the Employee shall be compensated a minimum of two (2) hours, or if the assignment is less than two (2) hours, the assigned hours of the assignment.

15-2 Employees required to work on holidays shall be paid time and one half for the time worked as well as holiday pay.

15-3 Other than in a recognized Emergency, no Employee shall work overtime without prior approval.

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

15-4 In order that an Employee receive pay for all overtime worked, overtime must be reported no later than the next pay period following the pay period in which the overtime was worked.

15-5 The Employee's signature on the payroll warrant or the deposit of the payroll warrant to the Employee's account will be considered as evidence that the hours listed on the payroll warrant stub are correct unless an error is called to the attention of the Appropriate Administrator or designee within thirty (30) School Days.

15-6 Except in emergencies, the decision to work overtime is at the option of the Employee. The Appropriate Administrator must offer overtime pay or compensatory time. If the employer offers both, the Employee may select either. The Appropriate Administrator or designee shall not force Employees to accept compensatory time in lieu of pay.

15-7 Employees accepting compensatory time may only utilize compensatory time during times they are assigned to work. This specifically excludes payment for compensatory time during non-assigned time and payment for compensatory time. Employees who have previously accumulated compensatory time prior to August 1, 1992, may be paid for that time by requesting payment from the District during non-assigned time.

15-8 Employees accepting compensatory time will indicate acceptance on a form to be provided listing the terms and conditions for the utilization of compensatory time, which will be in accordance with this Agreement.

15-9 Use of compensatory time must be requested from the Appropriate Administrator at least three (3) days in advance and may be denied in order to meet minimum staffing levels. The Appropriate Administrator may approve compensatory time with less than three (3) days notice on an individual basis. The District agrees that use of compensatory time will not be unreasonably denied. Compensatory time may be utilized in increments of five (5) days or less, except in emergencies, or unless otherwise authorized by the Appropriate Administrator. The Appropriate Administrator may deny any leave request not submitted five (5) days in advance of the requested leave date or which will conflict with mandatory meetings, or training that the officer has been advised of prior to requesting leave, or due to posted schedules, should have known will conflict with the requested leave. Leave requests in excess of ten (10) days must be submitted twenty (20) working days in advance.

15-10 Not more than two hundred forty (240) hours of compensatory time may be earned in lieu of pay. No additional compensatory time shall be credited when an Employee has accrued the maximum

of two hundred forty (240) hours. The parties agree not to exceed the hours allowed under federal law.

- 15-11 Compensatory time hours shall be credited at one and one-half (1½) times the actual hours worked after the Employee has completed a forty- (40) hour work week, an excess of eight (8) hours in one Work Day, or ten (10) hours per day for the Employee assigned to work four (4), ten- (10) hour days.
- 15-12 Compensatory time shall be compensated at the then current range and step placement of the Employee when the compensatory time is used or paid off at termination or retirement not to exceed one hundred and fifty (150) hours of paid compensation.
- 15-13 It is the intent of the District to grant compensatory time off as requested by the Employee. District needs, however, may require adjustment to scheduled leaves in the event of an Emergency or to maintain minimum staffing levels.
- 15-14 When authorized by the Appropriate Administrator, overtime will be offered on an equitable basis among regular qualified Employees within the department or area of assignment.
- 15-15 Employees paid on the Police/Firefighter's Public Employee Retirement System (PERS) schedule (currently at 39.75%) will be paid overtime at the appropriate rate (step and range) paid to an Employee on the lower PERS Salary Schedule (currently at 23.75%).
- 15-16 In order to provide police coverage throughout the District, employees may be required to work and perform their duties on any day, including "unassigned days," i.e., days when school is not in session.
- 15-17 The District and Association agree to form a Joint Association/District committee for the purpose of-addressing overtime issues. The committee will be co-chaired by the Chief of Police or his designee and the POA president or his designee and will also include no more than three (3) members each from the District and the Association. The committee will make its recommendations to the Superintendent of Schools as necessary.

**ARTICLE 16**  
**Holidays**

- 16-1 The following state-approved holidays shall be recognized and observed as paid holidays:  
  
Independence Day - July 4 (for 12-month Employees only)  
Labor Day  
Nevada Day - Last Friday in October  
Veteran's Day  
Thanksgiving Day  
Christmas Day\* - December 25  
New Year's Day - January 1  
Martin Luther King Day  
Presidents' Day  
Memorial Day
- 16-2 The Board of Trustees shall grant one (1) additional paid holiday at Thanksgiving (the day after Thanksgiving), one (1) additional paid holiday at Christmas\* and one (1) paid holiday for spring vacation.
- 16-3 When it is necessary to assign Regular Status Employees to work on paid holidays for the performance of emergency work, such Employees shall be paid for the holiday plus for all hours

actually worked computed at one and one-half (1½) times the Employee's rate of pay. When an Employee is required to work on a paid holiday, which is otherwise the employee's assigned day off, the Employee shall be paid for the holiday plus for all hours actually worked computed at three (3) times the employee's rate of pay as follows.

1. Eight (8) hours at the employee's regular hourly rate of pay.
  2. For actual hours worked on the holiday at 1.5 times the employee's hourly rate of pay.
  3. For actual hours worked on the holiday and which is also the employee's regularly scheduled day off at 1.5 times the employee's hourly rate of pay.
- 16-4 Only holidays that fall within the Employee's Work Year shall be paid holidays. The Employee must have been in pay status the assigned work day before the holiday or the assigned work day after the holiday in order to receive pay under this provision.

\*Winter break to be determined by the calendar adopted by the School Trustees.

#### **ARTICLE 17 Physical Examination**

- 17-1 Each Employee shall be required to have and pass a physical health examination on a yearly basis at the expense of the School District. Selection of a medical physician for the examination shall be made by the District from a list provided by the Clark County Medical Society. The physical examination is defined as a health check-up to determine the Employee's ability to perform the essential functions of the job. The physical examination is not a physical test of agility or strength.

#### **ARTICLE 18 Psychological Examination**

- 18-1 Each Employee may be required to submit to a psychological examination by a psychologist/psychiatrist of the District's choice whenever the District believes that there is articulable just cause for concern about the Employee's fitness for duty. A recommendation that an Employee submit to a psychological examination must be made to the appropriate administrator, Human Resources Division, by the superintendent's administrative designee. If there is concern of a psychological issue, which may adversely affect the Employee's fitness for duty, the report from the psychologist/psychiatrist will become a part of the Employee's personnel record. This Article is not subject to Article 4, Grievance and Arbitration Procedure, or any other action or proceeding.

#### **ARTICLE 19 Polygraph Examination**

- 19-1 As a condition of employment, each applicant may be required to submit to a polygraph examination at the District's expense. Selection of the polygraph examiner shall be made by the District.



**ARTICLE 20**  
**Dues Deduction**

- 20-1 Upon appropriate written authorization from the Employee, the School District shall make monthly association dues deductions from the salary of the Employee and make appropriate remittance to the Association.
- 20-2 No later than August 15 of each year, the Association will provide the School District with a list of Employees who have voluntarily authorized the District to deduct association dues or a uniformly applied authorized assessment to association members and the amount to be withheld. The Association will notify the District monthly in writing of any changes to said list. Changes in the amount to be withheld must be submitted in writing at least thirty (30) days prior to the date the change is to be effective. The School Trustees will not be required to honor any authorizations for any month's dues deductions that are delivered to the District later than the fifteenth of the month prior to the distribution of the payroll from which the deductions are to be made. Any Employee desiring to have the District discontinue dues deductions he/she has authorized must notify the Association in writing during the period of July 1 through July 15 for that work year's dues. Deductions referred to in Section 20-1 above will be made in twenty (20) equal installments during the year.
- 20-3 Upon termination, resignation of an Employee, or upon taking a leave of absence, the amount of dues for that month shall be deducted from the Employee's final check.
- 20-4 The District agrees not to honor any check-off authorization or dues deduction authorizations executed by any Employee in the bargaining unit in favor of any other labor organization representing Employees for purposes of negotiations in accordance with NRS 288.
- 20-5 The Employee's earnings must be sufficient after other required deductions are made to cover the amount of the Association dues. In the case of an Employee who is on non-pay status during part of the pay period, and whose wages are not sufficient to cover the full withholding, no Association dues deductions shall be made. In this connection, all other required deductions have priority over Association dues.
- 20-6 It is recognized that the School District in agreeing to deduct dues and authorized assessments from Association members is performing a solely administrative function on behalf of the Association for its convenience and is not a party to any agreement between the Association and its members regarding the deduction of dues. The Association, therefore, agrees to hold the School District harmless and to reimburse the School District for any and all cost, including legal fees it may incur, in relation to any deductions made at the direction of the Association and contrary to the instructions received from the individual Employee.
- 20-7 The Association agrees to refund to the District any excess amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence of error in the event the claim is submitted sixty (60) School Days from its occurrence.
- 20-8 Dues deductions for membership of the Association shall continue when a member transfers from one job assignment to another, subject to provisions of NRS 288.
- 20-9 Deductions shall be transmitted promptly to the Police Officers Association. All requests for such deductions must be in accordance with NRS 608.110.

**ARTICLE 21**  
**Clark County School District**  
**Police Officers**  
**Pay Ranges**

21-1 For the 2013-2014 contract year, compensation on the salary schedule for Employees covered by this Agreement shall be as follows:

Effective July 1, 2013, the police/fire (PERS) salary schedule will be increased by two percent (2%).

Effective July 1, 2013, the regular (PERS) salary schedule will be increased by two percent (2%).

Effective with the August 7, 2013, paycheck, the district agrees to increase the police/fire (PERS) salary schedule by .375% for 2013-2014 only.

Effective with the August 7, 2013, paycheck the district agrees to increase the regular (PERS) salary schedule by one percent (1%) for 2013-2014 only.

21-2 Effective with the August 7, 2013, pay date the police officers hourly pay grades shall be decreased by .375% for police/fire and 1% for regular to cover the employees share of the increase in contribution required by PERS.

Effective for 2007-2008 the police officers salary schedule reflects changes from the October, 2006 Memorandum of Understanding as follows:

1. Step A – Reflects the 0 to 1 year probationary period.
2. Permanent Steps B through J or 1 through 9 for experience of 1 to 9+ years.

Police Officers and Sergeants covered by the Police/Fire Fighters retirement system (40.5% as of August 7, 2013, pay date) are placed on a similar pay scale which is approximately 5.4% less than the hourly salary pay scale provided for the staff covered by the regular PERS retirement system (25.75% as of August 7, 2013, pay date) for the 2013-2014 contract year. For future contract years, any increase in the PERS contribution rate will be divided equally among the parties in accordance with NRS 286.421.

21-3 Effective July 1, 2007, placement on the police officers salary schedule for new certified experienced police officers to the District is:

POST certified police officers that are experienced and qualified applicants for the position of police officer shall be placed at Step D which provides 3 years of experience on the Police Officers Salary Schedule, only if that police officer is POST certified and has successfully completed probation consisting of a minimum of one year full-time with previous employer.

21-3-1 POST certified police officers that have five years to eight years experience are placed at Step E which provides 4 years of experience on the Police Officer's Salary Schedule.

21-3-2 POST certified police officers that have eight or more years experience shall be placed at Step F which provides 5 years of experience on the Police Officer's Salary Schedule.

21-3-3 Once an employee is placed on the salary schedule, consistent with this agreement, the employee will progress yearly from the anniversary date of hire one step each year, on the anniversary date of hire, until the top step is reached.

21-3-4 Swing and graveyard shifts pay a 25 cents per hour differential premium. Shift assignments are at the discretion of the District, and no property rights attach to any shift assignment.

Seniority date is determined by years as a Clark County School District Police Officer. When a Police Officer is promoted to Sergeant, the Sergeant's promotion date will be used for seniority in rank. Evaluation schedules are based on the Employee's Seniority date as a Clark County School District Police Officer.

Evaluations do not determine salary placement on the salary schedule. Annual salaries are based on twelve- (12) month years.

An employee promoted to Sergeant will serve a maximum one-year probationary period in that position. During that probationary period, the District will have the right to return the Employee to the position previously held.

**CLARK COUNTY SCHOOL DISTRICT**  
**POLICE OFFICER PAY RANGES**  
**25.75% (+2%) PERS PARTICIPATION**  
**2013-14**

<u>YEARS</u>	<u>STEP</u>	<u>RANGE</u>	<u>SALARY</u>	<u>STEP</u>	<u>RANGE</u>	<u>SALARY</u>
0	A	21	\$ 25.06	A	23	\$ 28.54
1	B	21	26.06	B	23	29.68
2	C	21	27.10	C	23	30.88
3	D	21	28.19	D	23	32.10
4	E	21	29.31	E	23	33.38
5	F	21	30.50	F	23	34.71
6	G	21	31.73	G	23	36.11
7	H	21	32.99	H	23	37.57
8	I	21	34.30	I	23	39.06
9	J	21	35.68	J	23	40.63

**POLICE OFFICER PAY RANGES**  
**40.5% (+2%) PERS PARTICIPATION**  
**2013-14**

<u>YEARS</u>	<u>STEP</u>	<u>RANGE</u>	<u>SALARY</u>	<u>STEP</u>	<u>RANGE</u>	<u>SALARY</u>
0	A	31	\$ 22.96	A	33	\$ 26.12
1	B	31	23.88	B	33	27.18
2	C	31	24.82	C	33	28.26
3	D	31	25.82	D	33	29.39
4	E	31	26.83	E	33	30.56
5	F	31	27.90	F	33	31.79
6	G	31	29.02	G	33	33.06
7	H	31	30.19	H	33	34.38
8	I	31	31.39	I	33	35.75
9	J	31	32.63	J	33	37.18

**ARTICLE 22**  
**Group Health Insurance**

- 22-1 During the term of this Agreement the School District agrees to contribute toward the cost of Employee health insurance a sum, which is the base amount of the individual medical insurance contribution for an individual employee. This contribution will be made monthly for each eligible Employee participant in the District's group health insurance plan.
- 22-1-1 Effective July 1, 2007 through June 30, 2008, the monthly District contribution is \$464.39.
- 22-1-2 Effective July 1, 2008 through June 30, 2009, the monthly District contribution is \$526.65.
- 22-1-3 Effective July 1, 2009 through June 30, 2010, the monthly District contribution is \$526.65.
- 22-1-4 Effective July 1, 2010 through June 30, 2011, the monthly District contribution is \$526.65.
- 22-1-5 Effective July 1, 2011 through June 30, 2012, the monthly District contribution is \$526.65.
- 22-1-6 Effective July 1, 2012 through June 30, 2013, the monthly District contribution is \$526.65.
- 22-2 An Employee covered by this Agreement who has an eligible spouse working for the District may elect to apply the eligible spouse's contribution to support the dependent rate under the Employee's plan; or the Employee covered by this Agreement may elect to have the contribution applied to the eligible spouse's District plan to support the rate under the spouse's plan.
- 22-3 In addition to contributing toward the cost of the plan, the School District agrees to provide payroll deduction for additional premiums and to provide such reasonable record-keeping and verification of employment as may be required by the insurance carrier.
- 22-4 The School District further agrees to continue to provide payroll deductions for additional insurance premiums as required by the insurance carrier in accordance with the past practice of the parties.
- 22-5 The \$455,000 in the Insurance Reserve Fund is "soft" money (money that will not be continually funded); and once depleted, it is no longer a source of revenue for any purpose.
- The amount of \$94,500.00 from the Insurance Reserve Fund will be used to reimburse the District for step increases received during the time period of July 1, 2011, through April 1, 2012.
- The \$360,500.00 remaining in the Insurance Reserve Fund will be used for insurance increases, insurance refunds, or a combination of these expenses.

**ARTICLE 23**  
**Work Day**

- 23-1 Employees of the School District shall not be permitted to leave their work location during the Work Day unless permission is given by the Appropriate Administrator or Immediate Supervisor, with notification to the Appropriate Administrator, as provided for in CCSD Regulation 4213.
- 23-2 Employees may be allowed to leave the work location during the Work Day to conduct personal business or for doctor and/or dental appointments, with prior approval of the Appropriate Administrator or Immediate Supervisor, with notification to the Appropriate Administrator. Time away from work by the Employee shall be charged appropriately to earned annual leave, earned personal leave, or earned sick leave. Sick leave shall be used only as necessary and for

appropriate reasons. In the event earned annual leave, earned sick leave, or earned personal leave is not available, time away from the work location will be taken without pay.

- 23-3 Whenever possible, a fifteen- (15) minute break will be provided during each four (4) hours of work. Although breaks are not guaranteed, such breaks will not be unreasonably denied.
- 23-4 An Employee who volunteers to serve in a paid capacity in a non-police position (i.e., activity sponsor, coach, assistant coach, etc.) agrees to do so at the prevailing rate for the volunteer assignment. Overtime, if appropriate, will be paid at the corresponding pay rate for work actually performed in each job after a combined total of 40 hours have been worked. The Employee accepting a volunteer assignment understands that there is no entitlement to the volunteer assignment and the District may discontinue the Employee's volunteer assignment at any time with or without cause.

#### **ARTICLE 24 Use of Facilities**

- 24-1 The Association shall have the use of school mailboxes. Copies of all materials shall be given to the Appropriate Administrator. The material will be clearly identified and the Association accepts the liability for such material and therefore agrees to hold the District, its employees and agents, harmless from all claims, demands, losses, liability, cost or expenses of any nature, to include attorney's fees, arising from the distribution of Association material. The foregoing "hold harmless" clause shall not apply to grievances between the Association and the District. If the use extended herein is misused by the Association or any of its designated representatives, it may be immediately revoked by the Superintendent. District employees shall be permitted use of District mail services for district-related business.
- 24-2 Space will be provided for Association use on existing bulletin boards at all work locations. The Association will have the right to place responsible materials on the bulletin boards. All notices which appear on the Association's bulletin boards shall be approved by the highest ranking Association official in the bargaining unit and shall relate to items of interest to the members. The use of other District approved communication methods for the posting or the sending of notices concerning Association business may be approved by the appropriate Administrator.
- 24-3 It is understood that no material shall be posted on the Association bulletin boards at any time which contain personal attacks upon any other member or any other Employee; scandalous, scurrilous, or derogatory attacks upon the administration or members of the Board of School Trustees; or attacks on any other recognized bargaining agent. The use of school facilities permitted above shall not include any use to campaign in any manner, either directly or indirectly, for or against School District representatives or School Trustees, or to campaign on behalf of any activity by the Association or any of its representatives relating to the collective bargaining process. Such use of the bulletin boards shall be subject to the same conditions set forth in Section 23-1 above for the use of the school mail service.
- 24-4 From the effective date of this Agreement to its termination the Association will be allowed the use of school buildings and premises for Association meetings and activities on regular School Days as long as arrangements have been made with the Appropriate Administrator for the building. Such activities will not conflict with any regular or special educational activities and where such use shall not involve additional or extra custodial services and/or other unusual expenses to the School District. Use of buildings on other than School Days requires the approval of the Superintendent in addition to the Appropriate Administrator. Any added expense resulting from the Association's use will be paid by the Association. Individual Employees will not be prohibited from the responsible use of the school facilities.

- 24-5 School facilities and/or District property will not be used for the personal convenience or profit of Employees.
- 24-6 If the privileges extended herein are misused by the Association or any of its designated representatives, they may be immediately revoked by the Superintendent and that determination shall be grievable at Step 2 of the Grievance and Arbitration Procedure.
- 24-7 Lounges are for the use of all District Employees.

**ARTICLE 25**  
**Police Officers Advisory Committee(s)**

- 25-1 A Police Officers Advisory Council may be established by the Association. If an advisory council is established:
- 25-2 The Appropriate Administrator and the committee(s) will meet at the request of either party to discuss department operations. Although they may discuss matters covered by the Agreement, they may not take any action contrary to the Agreement. All grievances are to be processed in the manner set forth in Article 4.
- 25-3 The number of Employees who will serve on the committee(s) and the functions will be determined by the Appropriate Administrator and the committee(s), once they are organized.
- 25-4 If a majority of the Employees desire to form such advisory committee(s), a selection of the members will be made by October 1 and may take place during orientation days or at other times that do not interfere with the Employees' Work Day.
- 25-5 The primary purpose of the advisory committee(s) is:
- 25-5-1 Advisory to the Appropriate Administrator.
- 25-5-2 Improve the morale of the department staff.
- 25-5-3 Apprise the Appropriate Administrator of actual or potential problems involving the department staff.
- 25-5-4 Improve communications between the Appropriate Administrator, Immediate Supervisor, and staff.
- 25-5-5 Secure maximum productive and constructive involvement of all members in their primary goal, which is the educational process of the School District
- 25-6 Police Officers Advisory Committee to the Superintendent:
- 25-6-1 The Police Officers Advisory Committee will be comprised of the Association president, three (3) Association members, and the Association's executive director if there is one.
- 25-6-2 The purpose of the Police Officers Advisory Committee shall be to improve the morale of the police officers throughout the District, and to improve communications throughout the District and throughout the community.
- 25-6-3 The Police Officers Advisory Committee may not take action contrary to the provisions of the Negotiated Agreement. Pending grievances, once filed, may not be discussed or acted upon but may only be handled in accordance with Article 4 of the Negotiated Agreement.

**ARTICLE 26**  
**Employee Personnel Files**

- 26-1 It is recognized by the parties that the School District may prescribe regulations for the custody, use and preservation of the records, papers, books, documents and property pertaining to the School District. However, to the extent that any records, papers, or other documents covering Employees of the Association do not relate to pre-employment data, every Employee shall be allowed to review the personnel file at any reasonable time upon request. No Employee's request shall be deferred for more than seven (7) School Days for a central office file and no more than two (2) School Days for a site location file excluding weekends and holidays. If any Employee is involved in a grievance regarding matters in the personnel file which may be material, an Association officer or other Association Representative with the written approval of the Employee may also be granted access to the Employee's personnel file at reasonable times where such access is authorized in advance by the Employee. The District shall provide copies of all legally permissible information pertinent to the grievance.
- 26-2 A copy of each written report, comment, or reprimand concerning an Employee which the School District places in the Employee's personnel file shall be provided that Employee. The Employee must sign the personnel copy of the report, comment, or reprimand as directed as acknowledgment of receipt of a copy of the document. Such signature may not be construed as agreement to the contents of the document.
- 26-3 Any written response by the Employee to any written report, comment, or reprimand will also become a part of the Employee's personnel file and will remain a part of said file as long as the report, comment, or reprimand responded to remains a part of the file. In order to insure that the response is not inadvertently overlooked, the Employee will note under his or her signature on the report, comment, or reprimand at the time the response is delivered that a response has been made and the document will be countersigned by the receiving administrator and shall be attached to the supervisor's document. If an Employee desires to make a written response to any written report, comment, or reprimand issued by the Immediate Supervisor or Appropriate Administrator, the Employee's response must be made within twenty (20) Work Days. Upon written request of the employee, a waiver of the time limits by the Appropriate Administrator, not to exceed twenty (20) Work Days, may be granted, which will not be unreasonably withheld.
- When a copy of the Immediate Supervisor's or Appropriate Administrator's written document is forwarded to any other location, a copy of the Employee's written response must be attached.
- 26-4 Upon review of the personnel file, an Employee may respond to documents, comments, or reprimands contained therein that the Employee believes to be inaccurate. The Employee's response shall be directed to the superintendent's designee. If upon investigation by the superintendent's designee it is determined that the Employee's response is accurate, the response shall become part of the Employee's personnel file or the comment, document, or reprimand in question may be removed by the superintendent's designee. The determination as to whether the Employee response is accurate and whether said response shall become part of the Employee's personnel file or the comment, document, or reprimand in question shall be removed are determinations that shall be grievable. The Performance Evaluation Report shall remain a permanent part of the Employee's personnel file. If it is determined that the information contained within the evaluation is not substantiated as factual, the District shall replace the evaluation with a corrected copy.
- 26-5 It is the School District's intention that work rules, policies, and procedures are to be interpreted and applied uniformly to all employees under similar circumstances.



**Article 27  
Seniority**

27-1 The District and the Association agree that "department" seniority is an important factor to be considered in shift and campus assignment(s).

The District maintains the right to assign or transfer employees, but excluding the right to assign or transfer for discipline.

Annually (on June 1<sup>st</sup>), the District agrees to create (establish) and make available a seniority list of Police Officers and Sergeants based on initial hire dates, promotion dates and other District practices. Once the list has been posted police officers and sergeants shall have thirty (30) working days from the date of such posting to challenge placement on the list. When all challenges are resolved the District and the Association shall certify by signature that the list is correct. The seniority list will stand as conclusive evidence of each person's seniority until the establishment of the next annual seniority list posted in the first week in June.

Seniority shall only be broken by resignation, retirement, or voluntary separation of employment.

Where two (2) or more employees were hired or promoted on the same date, seniority will be based on the alphabetical listing of the last name.

The District will post all vacancies as they occur. Employees may apply for any vacancy.

**ARTICLE 28  
Reduction in Force**

28-1 The School District retains the right to determine when a reduction in force/layoff is necessary, the number of individuals whose employment must be terminated, and the areas within which such reductions in force will occur.

28-2 Subject to the determinations set forth in 28-1 above, the School District agrees to the following:

28-2-1 Employees who resign or who volunteer to leave will be the first to be reduced in force.

28-2-2 The School District will identify the number of surplus positions. Except as otherwise provided below for sergeants, those Employees with the least seniority will be the first to be identified as surplus Employees. Employees who are laid off may elect to be placed in a vacant support staff position in accordance with their qualifications at lateral or lower pay ranges provided that there are no support staff Employees having priority for the vacant position. An Employee who does not accept an available position will be subject to established selection procedures.

(1) If the sergeant position is affected by a reduction in force, the first sergeant to be reduced in force shall be any sergeant who was rated unsatisfactory in the last contract year, regardless of seniority. If more than one sergeant was rated unsatisfactory in the last contract year, seniority shall be used to determine the order of reduction among those sergeants who were rated unsatisfactory in the last contract year, with the least senior being reduced first.

(2) If after applying the provisions of subsection (1) above, additional sergeants need to be reduced in force, the next sergeant to be reduced in force shall be any sergeant who received a disciplinary suspension within the last two (2) contract years. If more than one sergeant has received a disciplinary suspension within the

last two (2) contract years, the sergeant who had more suspension time shall be the first to be reduced. If two or more sergeants had the same amount of suspension time, seniority shall be used to determine the order of reduction among those sergeants, with the least senior being reduced first.

(3) Any sergeant who is reduced in force shall be allowed to return to the position of police officer, provided that the sergeant has more seniority than any police officer the sergeant would displace/bump.

28-2-3 Employees who are laid off and do not receive a support staff position shall receive priority for substitute assignments at the current substitute rate of pay, and shall be on substitute status and will be employed in accordance with School District regulations for substitute or temporary employees.

28-2-4 District-wide seniority shall be based on the original date of hire or on an adjusted hire date. The original date of hire shall be defined as the first day that the Employee reported to work as a Regular Status Employee for pay. The adjusted hire date shall be determined by subtracting time not spent in regular active service from the original date of hire or from the most recently adjusted hire date.

28-2-5 Any additional Employees to be reduced in force from the area or areas affected shall be determined by the School District using the following criteria in identifying the least senior employee who will next be reduced in force:

Seniority:

- (1) In the Clark County School District (district wide seniority)
- (2) As an Employee in current position
- (3) The president and vice-president are exempt from layoff during their elected term of office.

28-2-6 Employees who are reduced in force may be placed in a position in accordance with their qualifications whenever possible.

28-2-7 When a vacancy occurs similar to the one, which was vacated, the Employee will be reinstated. When vacancies are available which are different from the last position held by the Employee, he or she may apply for that position through normal procedures.

28-2-8 If an Employee is not reinstated to a position within two (2) Work Years, the School District's obligation to reinstate the Employee will cease after that period of time.

28-2-9 Notice should be provided to Employees that a program will be discontinued by May 1 or prior to the close of the School Year, whenever possible.

28-2-10 Within twenty (20) Working Days of the District's knowledge of discontinuation of a program, notice shall be provided to the affected Employees.

## **ARTICLE 29 Use of Private Vehicles**

29-1 Mileage payments shall be granted police officers covered by this Agreement in accordance with the Clark County School District administrative regulation pertaining to "Travel by District Employees."

**ARTICLE 30**  
**Public Employees Retirement System**

- 30-1 Continuing the provision begun with the Agreement for School Year 1975-76, the School District agrees to pay, beginning with the first day of this Agreement and for the term thereof, the standard employee and/or employer contribution to social security or the Public Employees Retirement System, for each Employee covered by this Agreement.
- 30-2 The parties acknowledge that Section 1 of this Article was adopted at the choice of the Association in lieu of an increase in the salary schedule equivalent to the value of Section 1 to each Employee covered by this Agreement.
- 30-3 In response to action by the 1985 Nevada Legislature in Senate Bill 257 and a mandate from the Public Employees Retirement System, the Employee shall pay one-half ( $\frac{1}{2}$ ) of the increase in retirement contributions and this must be done by reducing the agreed upon salary increase (or a corresponding decrease in pay if no salary increment is provided) by in accordance with NRS 286.421.
- 30-4 Effective with the August 7, 2013, pay date the police officers' hourly pay grades shall be decreased by 1% for regular PERS and .375% for police/fire PERS to cover the Employees' share of the increase in contribution required by PERS effective August 7, 2013, pay date.

Notwithstanding any other provision of this Agreement, the Employee share of any future PERS rate increase shall be paid by the Employee, which will be done by reducing the salary schedule the equivalent of one-half ( $\frac{1}{2}$ ) of the total PERS rate increase on the effective date of the PERS rate increase unless the parties agree to a different method for payment of the Employee share of the rate increase through negotiations, which may occur after implementation of the salary schedule reduction.

Should PERS decrease the contribution rate, the Employees' share of the decrease ( $\frac{1}{2}$ ) will be applied to the salary schedule.

- 30-5 The District will abide by all PERS policies and regulations.

**ARTICLE 31**  
**General Savings Clause**

- 31-1 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 32**  
**No Strikes/Work Stoppages**

- 32-1 It is hereby agreed by the Association/District, that there will be no strikes, stoppages of work or slowdown of the operation of the School District during the term of this Agreement.

**ARTICLE 33**  
**Discrimination Clause**

- 33-1 The Association agrees that membership in the Association shall be open to all Regular Status Employees of the District regardless of race, color, religion, national origin, sex, marital status, political affiliation, age, or disability. The District will do nothing to discourage or encourage Employees from membership in the Association.
- 33-2 No person, persons or agencies responsible to the District nor the Association and its officers and members shall discriminate for or against any employee on the basis of race, religion, color, national origin, sex, disability, marital status, employee organization or political affiliation, age or for the purposes of evading the spirit of the Agreement. The District and the Association agree to abide by the provisions of applicable federal, state and local laws and executive orders regarding these matters.
- 33-3 All Employees have a right to work in an environment free of unlawful discrimination, including sexual harassment. Since statutory remedies are available to address these concerns, the resolution of such disputes is outside the grievance and arbitration provision of this Agreement.

**ARTICLE 34**  
**Work Practices**

- 34-1 Police officers covered by this Agreement and the Association agree not to use any District equipment during working hours that will benefit the Employee personally or in any way benefit the Association.
- 34-2 Subject to the provisions of the Negotiated Agreement, no Association business or activities shall be conducted during the Employee's working hours.
- 34-3 Parties agree that no Employee shall perform work of a personal nature for any administrator or for himself/herself during the Employee's working hours.
- 34-4 Parties agree that abuses by Employees of these prohibitive practices for personal gain and benefit may be grounds for disciplinary action.
- 34-5 No employee, during the normal duty hours, will perform any work for other officially recognized bargaining agents or bargaining units or other employee associations or groups.
- 34-6 The School District agrees to work with the Association in providing for compliance with NRS 391.273.
- 34-7 It is the School District's intention that work rules, policies, and procedures are to be interpreted and applied uniformly to all employees under similar circumstances.

**ARTICLE 35**  
**Progressive Discipline**

- 35-1 The continued employment of a Regular Status Employee is contingent upon the proper performance of assigned duties and personal fitness. A regular status employee may be suspended, demoted, or dismissed for just cause.

- 35-1-1 Any alleged misconduct that the Chief or Chief's designee has referred to internal investigation that may result in punitive or disciplinary action shall be called to the Employee's attention in writing within thirty (30) calendar days.
- 35-1-2 Upon the Employee receiving notification of alleged misconduct the Police Department/School District shall complete the investigation within one hundred eighty (180) calendar days. The time constraints may be extended beyond the one hundred eighty (180) calendar days. In such an instance, the Chief or Chief's designee shall provide the affected Employee with a written notice each thirty (30) calendar days beyond the initial agreed upon one hundred eighty (180) calendar days. This notice shall contain an explanation of the extension of the investigation. This section of Article 35 (35-1-2) is not subject to the grievance and arbitration procedures as outlined in Article 4.
- 35-1-3 Any alleged misconduct that the Chief or Chief's designee has referred to internal investigation that results in punitive or disciplinary action at the completion of the investigation shall be called to the attention of the Employee in writing within thirty (30) calendar days from the time the investigation is completed and the findings are forwarded to the Chief of Police or the Superintendent or Superintendent's designee.
- 35-2 The District agrees that principles of progressive discipline will be followed and that reasonable attempts will be made to expeditiously administer any discipline, direction for change, and any dispositions, while also allowing for the complete and thorough investigation of any allegations. Disciplinary actions may range from informal conversation to formal dismissal. Whenever it is appropriate, an oral warning for the first offense will be utilized. When extraordinary circumstances are involved, an employee may be suspended with pay immediately, without prior notice or an administrative evidentiary hearing.
- 35-2-1 Any behavior that results in a rating of not satisfactory on a written evaluation or direction for change, other than misconduct allegations that the Chief or Chief's Designee has referred to Internal Investigation and determined sustained, shall be called to the Employee's attention in writing within twenty (20) Work Days after the Sergeant, Lieutenant, Chief, or Chief's designee became aware of the behavior. It is recognized that such written direction may refer to previously given verbal warning(s) in recognition of the need to preserve the progressive discipline model.
- 35-3 **Written Reprimand**
- A. In the event that a written reprimand is issued, a copy will be given to the Employee pursuant to the time lines listed in Articles 35-2-1 and 35-2-2. A copy shall also be placed in the Employee's personnel file.
- B. The superintendent or designee shall meet with the employee to discuss the reprimand. Pursuant to Article 26-3, the Employee may submit a written response to this document.
- 35-4 **Suspension of Three Days or Less**
- A. A suspension of three (3) days or less without pay may be made by the District.
- B. If a serious offense is witnessed by the suspending authority, the Employee may be suspended immediately after the Employee has been granted an opportunity to explain what occurred.
- C. If the suspending authority is not a witness to the Employee's alleged misconduct, the Employee shall be given an oral statement of the charge and afforded an opportunity to

explain the alleged misconduct at an informal meeting with the suspending authority and those persons necessary to prove cause.

- D. A written report of disciplinary action shall be completed by the suspending authority not later than thirty (30) calendar days after the suspending authority completes its investigation, signed by the Employee, and transmitted to the Human Resources Division for inclusion in the Employee's personnel file.

**35-5 Notice of Intent to Suspend for Four or More Days, to Demote or To Dismiss**

- A. Such notice of intended disciplinary action pursuant to this section shall be sent to a Regular Status Employee by certified mail or shall be delivered in person not later than thirty (30) calendar days after the District completes its investigation.
- B. The notice shall contain the following information:
  - 1. A statement of the specific charge or charges brought against the Employee.
  - 2. A statement that the Employee has the right to appeal the action as outlined in the grievance procedure of this Agreement.
  - 3. A statement indicating that the Employee shall have the right to:
    - (a) Be assisted or represented by an Association Representative or another representative of the employee's choice.
    - (b) Present evidence and witnesses.
    - (c) Examine witnesses and compel attendance and testimony of District Employees or receive evidence in the possession of the District pursuant to the Nevada Rules of Civil Procedure.
    - (d) Request that the proceedings be recorded for future transcription.
    - (e) Be informed of the proposed length of suspension, if appropriate.
    - (f) Be informed of the proposed classification to which the Employee may be demoted, the new salary rate, the Immediate Supervisor or Appropriate Administrator, and the job location, if appropriate.
    - (g) A statement indicating that the Employee's signature does not suggest agreement with the contents of the notification, but merely signifies that the employee has read the notice.

**35-6 Suspensions of Four Days or More**

- A. A Regular Status Employee may be suspended without pay up to a maximum of ten (10) Working Day by the District.
- B. Except in extraordinary circumstances, a notice of intended disciplinary action, complying with Section 35-5 of this Article, shall be transmitted to the Employee and to the Human Resources Division prior to suspension.

- C. The notice shall be served on the Employee at least the same number of days prior to the administrative evidentiary hearing as the number of days for which the suspension is sought or ten (10) days, whichever is less.
- D. A suspension shall not be effective until a decision has been reached as a result of an administrative evidentiary hearing.
- E. The superintendent or designee shall preside at the hearing and shall render a written decision within three (3) Working Days.
- F. When extraordinary circumstances are involved, the Employee may be suspended with pay immediately without prior notice or an administrative evidentiary hearing.
  - 1. The notice and hearing shall be provided as soon as possible after the suspension has been effected, consistent with this Article.
  - 2. Extraordinary circumstances include but are not limited to acts that are criminal in nature, which involve the welfare or safety of the staff or the public, or which endanger district property.
- G. Suspensions shall be for consecutive days except by mutual agreement between the Employee and the District.

**35-7 Indefinite Suspension**

- A. The parties agree to continue to bargain in good faith on Article 35-7(A), and if unsuccessful this Article may immediately be taken to arbitration by either party.
 

The District may suspend a Regular Status Employee immediately and without pay for an indefinite period pending the outcome of an investigation after reviewing the matter with the Employee, or upon the arrest of an Employee for a felony or for a misdemeanor involving moral turpitude pending resolution of the charge by appropriate authorities.
- B. If further disciplinary action is recommended at the conclusion of the investigation or resolution of charges, the District may continue the Employee on suspension, pending the proposed action, upon compliance with the notice procedures contained in Article 35-5.

**35-8 Involuntary Demotion**

- A. Prior to the demotion of an Employee, a notice of intended disciplinary action, in compliance with Section 35-5 of this Article, shall be transmitted to the Employee and to the Human Resources Division.
- B. No demotion shall be made as a disciplinary action if an Employee in a lower class will be laid off by reason of the action.
- C. The proposed demotion shall not become effective until the conclusion of the administrative evidentiary hearing conducted by the District.
- D. A written decision of the administrative evidentiary hearing shall be rendered within three (3) Working Days.
- E. An Employee who is involuntarily demoted as a disciplinary measure shall be placed on the step of the salary range that the Employee would have achieved in the position to which the Employee is demoted.

**35-9 Dismissal**

- A. Prior to dismissal, a notice of proposed disciplinary action, in compliance with Section 35-5 of this Article shall be transmitted to the employee and to the Human Resources Division.
- B. The Employee may be suspended pending dismissal proceedings.
- C. The District will present the dismissal recommendation.
- D. An administrative evidentiary hearing shall be held no sooner than ten (10) days from receipt of the notice to recommend dismissal nor later than thirty (30) days from receipt. The parties may waive these time limits by written agreement.
- E. The superintendent or designee shall preside at the dismissal hearing and shall consider all evidence as to the facts and circumstances surrounding the allegation contained in the notice of proposed disciplinary action.
- F. A written decision must be issued within five (5) Working Days of the conclusion of the hearing. It must state the facts and conclusions which support the decision.

**35-10 Appeal of Disciplinary Actions**

- A. Regular Status Employees may appeal disciplinary actions through the regular grievance procedure outlined in Article 4 of this Agreement.
- B. Suspensions, demotions, or dismissals may be appealed by the Association. Such appeals will begin at Step 2 and be subject to the Expedited Arbitration Procedure (Article 4-18).

**35-11 Document Removal**

- A. An Employee who receives a disciplinary document, but has no other disciplinary document issued within the previous three (3) years in the Employee's personnel file and who does not subsequently receive any other disciplinary document, may submit a written request to have the disciplinary document removed after two (2) years and one (1) day from issuance.
- B. Anytime after a period of three (3) years and one (1) day from issuance, any written report, comment, or other disciplinary documents, excluding evaluations, placed in a Police Employee's file, shall be removed upon written request of that Police Employee.

**ARTICLE 36  
Special Allotment**

**36-1 UNIFORM ALLOWANCE**

Any Employee required by the Clark County School District to wear special clothing beyond the normal uniform in performance of his/her duty will receive that special clothing or will receive an allowance determined by the District to purchase clothing that meets the specifications of the District. The District shall replace uniforms and special clothing as needed. New Employees or newly promoted Employees will be issued the following: sergeants and patrol officers will receive five Class B uniform pairs of pants, five Class B uniform short-sleeve shirts, five Class B uniform long-sleeve shirts, one Class A uniform pant, one Class A uniform long-sleeve shirt, one clip-on tie, one patrol jacket. Bike/campus officers will receive five bicycle pants/shorts combo or five bicycle pants, five bicycle shorts, five Class B uniform short-sleeve shirts, five Class B



long-sleeve shirts, one Class A uniform pant, one Class A uniform long-sleeve shirt, one clip-on tie, one bicycle jacket.

All sergeants and officers shall be issued one uniform breast badge, one flat badge and one name plate. The replacement of any of the above shall be as needed as determined by the Chief or Chief's designee.

### **36-2 EQUIPMENT ALLOWANCE**

Employees will be provided all police equipment required to be worn with the uniform and plain clothes assignments to carry out the duties of a police officer. Equipment will be the property of the School District but shall be maintained by the employees. Equipment damaged in the line of duty will be replaced by the School District. Employees who are approved to carry weapons by the District will be issued the following equipment or an allowance determined by the District to purchase such equipment:

36-2-1 The District shall determine the make and/or models and calibers of semi-automatic handguns or other weapons for duty weapons for employees. All Employees will be issued a department semiautomatic handgun. Any Employee who wishes to purchase a semiautomatic handgun from the District's approved list, to use as an on duty service weapon from the District's approved list, may do so at his/her own expense. The Employee must provide ammunition if it is other than standard District issue, at the Employee's own expense. Any handgun purchased by an Employee will also be maintained and repaired at the Employee's cost.

36-2-2 One (1) ballistic armor vest, with a threat level of 3A or better and two (2) carriers to be replaced as needed and as determined by the Chief or Chief's designee, based on manufacturer's replacement dates in accordance with NIJ (National Institute of Justice) standards.

36-2-3 All duty ammunition as required by the Police Department/District, of standard District issue ammunition, for each Employee's duty handgun, as needed.

36-2-4 Gun belt as determined by the Chief or Chief's designee will be provided by the District.

36-2-5 Equipment and all component parts supplied by the District shall be returned to the District when an Employee terminates his/her employment with the District.

## **ARTICLE 37 Safety and Health**

37-1 The District will provide safe, healthy working conditions and equipment that will promote and provide safety for students and for all Employees of the bargaining unit in accordance with applicable safety laws and regulations.

37-2 The District will provide first aid supplies and necessary supplies needed for universal precautions in accordance with applicable safety laws and regulations.

37-3 Employees and the District shall comply with all District safety regulations and procedures.

37-4 Disputes arising under this Article shall be grievable only to the extent that there are no city, county, state, or federal agencies that have jurisdiction over the safety laws in question.

- 37-5 For purposes of this Article, an "incident" is defined as an accident, a "near" accident, or an identified hazard, which constitutes a serious threat to the health or safety of an Employee of the District or a student under the control of the District.
- 37-6 The Employee shall report any incident to the Immediate Supervisor as prescribed by the District's Safety Advisory Group.
- 37-7 Four (4) representatives shall be appointed to the District's Safety Advisory Group by the POA.
- 37-7-1 The Safety Advisory Group shall seek to improve safety and health practices and procedures district-wide.
- 37-7-2 The Safety Advisory Group shall determine the structure and aims of the Safety Advisory Committees.
- 37-7-3 The Safety Advisory Group shall draft, pilot, and critique an incident reporting system prior to April 1, 2004.
- 37-8 Each incident shall be investigated so that appropriate action can be taken within a reasonable time, not to exceed twenty (20) Work Days.

**ARTICLE 38**  
**Request for Information**

- 38-1 The parties to this Agreement shall make all relevant information available to each other within a reasonable time of its request. If the party has documents containing the information requested, these will be provided. In the event that documents containing the requested information are not available, reasonable access to files containing the needed information shall be permitted. Both parties agree to pay reasonable costs for collecting information.
- 38-2 Requests for information shall be made in accordance with NRS 288.180.

**ARTICLE 39**  
**Occupationally Injured Employees**

- 39-1 A reassignment of an occupationally injured Employee as defined in NRS 616 and NRS 617 will not be deemed a transfer or involuntary demotion under this Article.
- 39-2 An occupationally injured Employee returning from a medical leave of absence, and who is able to perform the essential tasks of the position with or without reasonable accommodation he or she held prior to the injury, shall have priority placement to that job. Should the job not be vacant, the Employee will have priority placement to the next available opening for which the employee is qualified.
- 39-3 The Association will be notified prior to placement of any occupationally injured Employee.
- 39-4 In the event an Employee is injured while directly engaged in the performance of the duties of a peace officer in a situation requiring the use of physical force by the Employee to maintain the peace, in a situation involving the use of physical force against the Employee by a criminal assailant, or while in actual Pursuit of a person(s) whom the Employee believes to have committed a particular criminal offense the benefits afforded this Employee will be as set forth in Article 39-5.

- 39-5 If the benefits paid to such Employee under the provision of a District workers' compensation program does not equal the Employee's gross salary, the District should pay to the Employee an amount equal to the difference between the compensation received under workers' compensation and the Employee's then present gross salary, excluding overtime, shift differential, and assignment differential. This compensation will continue for a period of eight hundred (800) hours from the first day of absence.
- 39-5-1 Employees who have ten (10) to fifteen (15) years of continuous full-time employment will have their salary compensated for an additional two hundred (200) working hours. Employees who have in excess of fifteen (15) years of continuous full-time employment will have their salary compensated for an additional one hundred twenty (120) hours plus the above two hundred (200) hours, totaling three hundred twenty (320) hours.
- 39-5-2 After the initial eight hundred (800) hour period, sick and annual leave will not accrue.
- 39-6 It is the intent of Article 39-5 that the District pay the Employee (injured as provided in Article 39-4) the difference between full base salary and that provided by the workers' compensation as salary continuance. Therefore, the Employee shall return to the District all salary continuance payment which may be received by the workers' compensation system covering the period enumerated in Paragraph "39-5" of this Article. In those cases when the Employee receives a workers' compensation check directly from another source, it shall be given to the District. If the Employee fails to do so within thirty (30) calendar days, the amount received will be deducted from the Employee's next payroll check.
- 39-7 Upon the expiration of the covered salary protection period, if the Employee is still unable to work, the Employee may elect to utilize accrued sick leave.
- 39-8 When accrued sick leave has been exhausted, if the Employee is still, because of disability, unable to work, the Employee will be permitted to use all accrued leave as sick leave. Subsequent to exhaustion of both the Employee's sick leave and vacation leave, the Employee shall receive no additional compensation from the District.
- 39-9 Before the District grants these benefits, the Employee shall comply with reasonable administrative procedures established by the District. The District may also request, at its option and expense, that the Employee be examined by a physician appointed by the District. The examining physician shall provide to the District and the Employee a copy of his medical findings and his opinion as to whether or not the Employee is able to perform his normal work duties and/or whatever, if any, work duties the Employee is able to perform or unable to perform. The District may further require that such injured Employee make himself available for light duty work as soon as possible after release by a qualified physician which may be either District or Employee appointed.
- 39-10 Compensable hours are for each injury or illness and hours necessary for subsequent medical attention because of the same injury will be cumulative.

#### **ARTICLE 40** **Interpretation Committee**

- 40-1 In the event that there is a dispute as to the interpretation of any Article/Section of this Agreement, an Interpretation Committee will be formed. The purpose of the committee is to reach a conclusion as to the intent and interpretation of the Article/Section in question. The committee will be composed of six (6) members, selected by the District and the Association, consisting of three (3) representatives of the District to include the Director of Employee-Management Relations or designee, the Chief of Police or designee and one (1) additional District designee; three (3) representatives of the Association to include an Executive

Board Member and two (2) Association members. By agreement of the parties, this committee may be facilitated by the Federal Mediation and Conciliation Service.

**ARTICLE 41**  
**Term of Agreement**

- 41-1 This Agreement shall be effective as of July 1, 2013, and shall remain in effect until the 30<sup>th</sup> Day of June 2014, and shall continue from year to year thereafter. In the event the parties commence negotiations for a successor agreement, then this Agreement shall remain in full force and effect until such successor agreement is ratified.
- 41-2 This Agreement shall immediately terminate in the event recognition is withdrawn and sustained after all avenues of appeal have been exhausted in accordance with NRS.

**ARTICLE 42**  
**New Article**

- 42-1 Upon execution of this Agreement the parties agree to form working groups to discuss non-economic matters.

To the extent that any of the topics referenced above are mandatory subjects of bargaining under NRS 288.150, either party may, by written notice sent to the other party, reopen negotiations for the limited purpose of bargaining over one or more of those topics referenced above which are mandatory subjects of bargaining under NRS 288.150. Upon reopening, the provisions of NRS 288.215 shall apply except that the parties hereby agree that either party may declare impasse at any time instead of after four meetings.

