

2021-22 and 2022-23

AGREEMENT BETWEEN

THE

LYON COUNTY SCHOOL DISTRICT

AND

**Nevada Classified School Employees Association and
Public Workers Association**

**Lyon County Classified School Employees Association
Chapter #7**

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NO STRIKE AGREEMENT

The Association recognizes the public policy as expressed in NRS 288.230 in which the Nevada Legislature declared:

That the services provided by the District as an employer are of such nature that they are not and cannot be duplicated from other sources and are essential to the health, safety, and welfare of the people.

That the continuity of such services is likewise essential and their disruption incompatible with the responsibility to the people; and

It is the public policy of the State of Nevada that a strike against the District as a Local Government Employer is illegal.

The Association agrees to act and conduct its' affairs in accordance with this policy. The Association, its' officers and agents, agree further that they shall not support any strike against the District, nor shall they engage in or support any action to impair the rendering of such essential services by the School District.

APPROVED 1995

**AGREEMENT
BETWEEN THE
LYON COUNTY SCHOOL DISTRICT
AND THE**

**Nevada Classified School Employees Association and Public Workers Association/Lyon County
Classified School Employees Association - CHAPTER #7
2021-2022 & 2022-2023**

PREAMBLE:

This Agreement is made and entered into by and between the Lyon County School District, State of Nevada, hereinafter referred to as the "School District" and the Nevada Classified School Employees Association and Public Workers Association, Lyon County Classified School Employees Association - CHAPTER #7, hereinafter referred to as the "Association" this 28th day of September 2021.

WHEREAS a free and open exchange of views is desirable and necessary by and between the parties hereto in their efforts to negotiate in good faith and compliance with NRS 288.150 and,

WHEREAS, it is the right of every local government employee, subject to the limitation provided in subsection 3 of NRS. 288.140, to join any employee organization of his choice or to refrain from joining any employee organization, and,

WHEREAS the parties have reached certain understandings and agreements concerning wages, hours, and conditions of certain person employed by the District which they desire to confirm in this Agreement,

WHEREAS, except as specifically modified by this Agreement, the School Board of Trustees retains without limitations, all powers, rights, and authority vested in it by NRS rules and regulations, including but not limited to:

- 1) Direct its employees;
- 2) Hire, promote, classify, transfer, assign, retain, suspend, demote, discharge, or take disciplinary action against an employee;
- 3) Determine appropriate staffing levels, work performance standards, contents of the workday and workload factors;
- 4) Relieve any employee from duty because of lack of work; lack of money or for any other legitimate reason;
- 5) Manage school district operations in the most efficient manner;
- 6) Take whatever actions may be necessary to carry out its responsibilities in situations or emergencies.

NOW THEREFORE IT IS AGREED.

REVISED 2021

ARTICLE I
DEFINITIONS

"NRS 288"

Shall mean the Statutes of Nevada as revised by the 1993 session of the Nevada Legislature, also as the Local Government Employee-Management Relations Act as used in this Agreement.

"AGREEMENT"

Shall mean this document, being the "Collective Bargaining Agreement" between the Lyon County School District and Nevada Classified School Employees Association and Public Workers Association and Lyon County Classified School Employees Association - CHAPTER #7.

"ANNIVERSARY DATE"

Shall mean July 1ST for all employees hired after January 1ST, 1995. Employees hired prior to January 1ST, 1995 shall retain their present anniversary dates.

"ASSOCIATION"

Shall mean the Nevada Classified School Employees Association and Public Workers Association Lyon County Classified School Employees Association - CHAPTER #7.

"ATTENDANCE AREA"

Shall mean Dayton (DES, RES, SES, DIS, DHS), Fernley (CES, EVES, FES, FIS, SMS, FHS), Silver Springs (SSES, SSMS, SSHS), Yerington (YES, YIS, YHS), or Smith Valley (SVES, SVHS).

REVISED 2021

"BOARD"

Shall mean the Local Government Employee-Management Relations Board as provided in NRS 288.030.

"CALENDAR MONTH OF SERVICE"

Shall be determined by reference to the Classified Pay Structure, Appendix A.

"DAY"

Shall mean working day unless specified as calendar day in this Agreement.

"EMPLOYEE, CONFIDENTIAL"

Confidential Employee is defined in NRS 288.170. In addition, the Administrative Assistant to the Superintendent and Board of Trustees is classified as a Confidential Employee and may not be a part of the Nevada Classified School Employees Association and Public Workers Association (NCSEAPWA).

"EMPLOYEE, FULL TIME"

Shall mean an employee whose assigned weekly work schedule is twenty-five (25) hours or greater.

"EMPLOYEE, HALF TIME"

Shall mean an employee whose assigned weekly work schedule is greater than or equal to twenty (20) hours but less than twenty-five (25) hours.

"EMPLOYEE, PART-TIME"

Shall mean an employee whose assigned weekly work schedule is less than twenty (20) hours.

"EMPLOYEE, PERMANENT"

Shall mean an employee assigned to an established work schedule that is reasonably expected to last more than six (6) months.

"EMPLOYEE, POST PROBATIONARY"

Shall mean an employee who has successfully completed the year of probation in a job assignment specified by the School Board as defined by the work calendar.

"EMPLOYEE, PROBATIONARY"

Shall mean an employee who has not completed the first year of employment in which his / her competency in assigned duties is evaluated. Probationary employees are not covered by this Agreement unless otherwise noted in Agreement.

"EMPLOYEE, SUPERVISORY"

Shall mean any employee whose major responsibility is managing classified employees in the interest of the employer and has the authority and power to recommend hiring, evaluating, transferring, suspending, lay-offs, recalling from layoff, promotion, discharging, assigning, rewarding, or disciplining other employees, as stated in NRS. 288.075. Supervisory employees are not covered by this Agreement unless otherwise noted in the Agreement.

"EMPLOYEE, TEMPORARY"

Shall mean an employee assigned to an established work schedule that is reasonably expected to not last more than one hundred twenty (120) days. A temporary employee is not eligible for fringe benefits. A temporary employee shall include any substitute hired to fill a position.

"GRIEVANCE"

Shall mean a legitimate complaint by an employee, group of employees, or the Association, based upon an alleged violation, misinterpretation, or inequitable application of a specific provision of this agreement.

"GRIEVANT"

Shall mean an employee, a group of employees or the Association asserting a grievance.

"HIRE DATE"

Shall mean the actual date an employee first renders paid service in a regular position.

NOTE: This language is effective for all employees hired after board ratification of this agreement.

APPROVED 2013

"IMMEDIATE FAMILY"

Shall mean the employee's spouse, parents, siblings, grandparents, grandchildren, any person similarly related by marriage, foster parents, and any person living in the immediate household.

For the purpose of bereavement leave only, the "immediate family" shall include a significant other person in the employee's life.

"JOB GROUP"

Shall mean related jobs as depicted by the vertical columns on the "Classified Pay Grades" schedule.

"OVERAGE"

Shall mean an excess or surplus of employees per positions available.

APPROVED 2013

"OVERTIME"

Shall mean any time worked during a week that in aggregate exceeds the total hours in an employee's weekly work schedule.

"SCHOOL BOARD"

Shall mean the Board of School Trustees of the Lyon County School District and which Board is the entity known as the Local Government Employer in NRS 288.060.

"SCHOOL DISTRICT"

Shall mean the Lyon County School District.

"SCHOOL YEAR"

Shall mean the days students are in attendance at school, including holidays and vacation days during said time.

"SENIORITY"

Shall mean the total time worked from the most recent hire date.

"SUMMER MONTHS"

Shall mean the day after the school year ends through the day before the ensuing school year begins.

"SUPERINTENDENT"

Shall mean the Superintendent of Schools of the Lyon County School District.

"WORK"

Shall mean time on the job and applicable holidays.

"WORK SCHEDULE"

Shall mean the number of hours in a position as approved by the School Board and the time work is to be performed. A work schedule specifically excludes any overtime or extra duty assignments. For work schedules established other than five (5) days of equal length in a week, the daily work schedule shall be the scheduled hours per week divided by five (5).

"YEAR"

Shall mean fiscal year July 1 through June 30.

"YEAR OF SERVICE"

Shall mean the employee must have worked and / or been compensated for at least three-fourths (3/4) of the days in the annual work calendar for the period ending on the employee's anniversary date.

APPROVED 2006

ARTICLE II

RECOGNITION AND DESCRIPTION OF BARGAINING UNIT

RECOGNITION

- A. The Board of Trustees recognizes the Nevada Classified School Employees Association and Public Workers Association / Lyon County Classified School Employees Association - CHAPTER #7 as the exclusive bargaining representative of the classified employees of the Lyon County School District, subject to the provisions of NRS 288.
- B. Exclusive recognition shall entitle the Association to the following rights:
1. Organizational use of designated bulletin boards located in conspicuous areas within each district facility.
 2. Payroll deduction of membership dues.
 3. Use of facilities in accordance with District policy.
- C. The Association recognizes that the School Trustees, as representatives of the electorate, have the final responsibility for establishing policies for the School District not in conflict with this Agreement.
- D. The purpose of this recognition is the mutual agreement of all parties to negotiate in good faith regarding negotiable items as set forth in Chapter 288.150 of the Nevada Revised Statutes.
- E. This Agreement constitutes School Board policy for the term of said Agreement and the School Board and the Association shall carry out the commitments contained herein and give them full force and effect.
- F. No change, rescission, alteration, or modification of this Agreement in whole, or in part, shall be valid unless the same is ratified by both the School Board and the Association, and endorsed in writing hereon.
- G. 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.

REVISED 2021

CLASSIFIED BARGAINING UNIT

- A. The supervisory and non-supervisory unit shall be composed of all full-time, half time and part time permanent employees.

Probationary employees are not covered by this Agreement unless otherwise noted.

Temporary and substitute employees are not covered by this Agreement.

- B. Employees in confidential positions determined by the District in compliance with NRS 288 shall be excluded from the bargaining unit.

- C. Classified Employee Group

1. Supervisory Group

Cook Manager

Custodian Lead

Mechanic Lead

Transportation Lead

2. Non-supervisory Group

All other permanent classified positions as defined by this article.

REVISED 2021

ARTICLE III DUES

DEDUCTION

- A. The School District agrees to deduct dues from the salaries of employees covered by this Agreement for the Association, and make appropriate remittance to the Association.
- B. The Association will notify the District, in writing, of any changes in said list, as necessary. Changes in the amount to be withheld must be submitted in writing at least thirty (30) working days prior to the date the change is to be effective. Any employee desiring to have the District discontinue deductions he / she has previously authorized, must notify the District and the Association in writing during September of each year.
- C. Upon termination of an employee the current month's dues will be deducted from the final check, if necessary.
- D. The employee's earning must be sufficient after other 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 / or whose wages are not sufficient to cover the full withholdings, no Association dues deduction shall be made. In this connection, all required deductions have priority over Association dues.
- E. It is recognized that the District, in agreeing to deduct dues, is performing a solely administrative function on behalf of the Association for its convenience and is not party to any agreement between the Association and its members regarding the deduction of dues.
- F. The Association agrees to defend and hold the District harmless against any and all claims or suits that may arise out of or by reason of action taken by the District in reliance upon any authorization submitted by the Association to the District. Further, the Association agrees to reimburse the District for any and all costs, including legal fees it may incur in relation to any deduction made at the discretion of the Association and contrary to the instructions received from the individual employee.
- G. The Association agrees to refund to the district any excess amounts paid to it in error on account of the payroll deductions provision, upon presentation of proper evidence of error.

APPROVED 1995

ARTICLE IV

GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which arise. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of the procedure.

B. DEFINITIONS:

1. A "grievance" is a legitimate complaint by an employee, group of employees, or the Association based upon an alleged violation, misinterpretation, or inequitable application of a specific provision of this Agreement.
2. A "grievant" is an employee, a group of employees or the Association, asserting a grievance.
3. A "party of interest" is a person or persons who might be required to take action, or against whom action might be taken, in order to resolve the problem. Such term always includes the District and the Association.
4. The term "days" when used in this article shall, except where otherwise indicated, mean working days rather than calendar days, with the first day beginning the day after receipt of notification.

REVISED 2019

C. TIME LIMITS:

1. Failure at any level in this procedure to appeal the denial of a grievance in writing, within the required time limits, shall cause the decision at the level at which the grievance was adjudicated to be upheld. Failure to respond within the stated time limits shall deem the grievance automatically granted unless the fiscal impact of such grievance is greater than \$500.
2. A grievance may be withdrawn at any level by the grievant without prejudice.
3. Any and all time limitations as set forth in this section may be extended by agreement of the parties, either verbally or in writing.

REVISED 1999

D. PROCEDURES:

1. Level One (1) – Supervisor / Administrator
 - a. If an employee feels that he has a grievance, he shall first discuss the matter informally with the supervisor to whom he is directly responsible within ten (10) days of the occurrence, or knowledge of the occurrence, or condition which is the basis of the grievance, whichever is greater, and may request the presence of the Association's representative.
 - b. If a grievant is not satisfied with the disposition of the matter through informal procedures, or reasonably believes informal procedures will not resolve the grievance, he shall submit the matter as a formal grievance in writing to his supervisor, the Association's representative, and the Superintendent within ten (10) days after the employee, group of employees, or Association knows of the act or condition on which the grievance is based, whichever is greater.
 - c. The supervisor shall, within ten (10) days, render his decision and the reasons therefore, in writing, with a copy to the Association's representative, and one (1) to the Superintendent.

2. Level Two (2) - Superintendent of Schools

- a. If the grievant is not satisfied with the disposition of the grievance at Level One (1), he shall file the written grievance with the Superintendent within ten (10) days after the decision was rendered at Level One (1).
- b. The Superintendent of Schools, or his representative, shall act for the administration at Level Two (2) of the grievance procedure. Within ten (10) days after receipt of the written appeal of the proposed resolution of the grievance at Level One (1), the Superintendent, or his representative, shall meet with the aggrieved person for the purpose of resolving the grievance. When requested by either party, electronic minutes shall be prepared and the cost, if any, shared by both parties. The Superintendent within ten (10) days after the meeting, shall render his decision to the grievant, supervisor and Association.

3. Level Three (3) - School Board

- a. If the grievant is not satisfied with the disposition of the grievance at Level Two (2), and the Association agrees that the grievance has not been satisfactorily settled, then the Association may present the grievance to the School Board within ten (10) days after receipt of the Superintendent's decision. The employee who initiated the grievance must be present at the meeting with the School Board. In case of an emergency, the presentation of the grievance may be postponed.

REVISED 2002

- b. The School Board, no later than its next regular meeting, shall have ten (10) days after the meeting to answer the grievance.

4. Level Four (4) - Binding Arbitration

- a. If the grievant is not satisfied with the disposition of the grievance at Level Three (3), the grievant may, within ten (10) days after receipt of the disposition, notify the Superintendent in writing that the grievant wishes to take the grievance to binding arbitration.
- b. Within ten (10) days after written notice of submission to arbitration, or as soon as practical, the parties shall jointly request the American Arbitration Association to furnish a list of seven (7) arbitrators from which one (1) shall be selected. Such selection shall be accomplished within ten (10) days by the parties, each striking one (1) name from the list in turn until only one (1) name remains. The District will strike the first name.
- c. The arbitrator's decision shall be submitted in writing to the grievant, Superintendent, the School Board, and Association only, and shall set forth his findings of fact, and reasons for said decision on the specific issue(s) submitted. The arbitrator's decision shall be final and binding upon all parties and shall be consistent with the law and with the terms of this Agreement. The arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement.
- d. The costs of the services of the arbitrator and the costs of the hearing, if any, shall be borne by the parties equally. Each party agrees to bear its own costs, fees and expenses in the preparation, presentation and participation in the case before the arbitrator.

E. RIGHTS OF EMPLOYEES TO PARTICIPATE IN GRIEVANCE PROCEDURES:

- 1. No reprisals of any kind shall be taken by either party against any party in interest, any school representative or any other participant in the grievance procedure by reason of such participation.
- 2. Any party in interest may be represented at any level of the formal grievance procedure by a person of his /her own choosing.

F. MISCELLANEOUS:

1. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance may begin at Level Two (2). If the Superintendent determines the matter can be resolved at Level One (1), he / she may require the grievance start at Level One (1).
2. Grievances, appeals and decisions rendered at all levels of the formal grievance procedure shall be in writing and shall set forth the decisions and reasons therefore.
3. All documents, communications and records dealing with the processing of grievance may be part of the personnel files of the participants.
4. Forms for filing and processing grievances and other necessary documents shall be jointly prepared by the District and the Association and distributed by the Association. If forms are not available at the time, a grievance may be presented in letter form.
5. A grievance may be withdrawn at any level by the grievant without prejudice.
6. The remedy available for any alleged breach of the Agreement or any alleged violation of rights thereunder granted shall be according to the grievance procedure, provided however, that nothing contained herein shall deprive any party of any legal right.
7. In the event there is a question as to whether a specific grievance is arbitral, no further consideration of the grievance shall be allowed. If the arbitrator finds the issue arbitral, he shall proceed to hear the grievance.

Arbitration awards that involve retroactivity shall not be made retroactive more than fifteen (15) working days prior to the date of filing of the grievance.
8. The District and the Association will cooperate in investigation of any grievance and further agree to furnish information which is pertinent and available for the processing of the stated grievance.

APPROVED 1995

ARTICLE V

ASSIGNMENT OUT OF CLASSIFICATION

- A. Any employee who is officially assigned to perform the majority of the responsibilities of a full-time position in a higher grade of his / her current job group by a responsible authority, shall after twenty (20) consecutive days, be granted retroactively a pay increase based on the grade of the higher position at the employee's current step. If an employee fulfills the responsibilities for more than 60 days, the District must consider reason(s) why and a possible change to the job description and pay grade.

REVISED 2019

- B. Any employee who is officially assigned to perform the majority of the responsibilities of a full-time position in another job group for which he / she has no District experience shall be paid whichever is greater:
- a. Step one (1) of the new job grade OR
 - b. 105% of the employee's current pay.

APPROVED 1996

- C. Any employee who is officially assigned to perform the majority of the responsibilities of a full-time position in another job group for which he / she has had previous District experience shall be given credit for that experience and be granted, retroactively, pay based on whichever is greater:
- a. Experience step of the new job grade OR
 - b. 105% of the employee's current pay.

APPROVED 1996

- D. The new pay rate shall only be paid for the time of the assignment. In no case shall the pay rate exceed fifteen percent (15%) of the employee's current pay.

APPROVED 1996

- E. The terms of this Article do not apply to extra summer help.

APPROVED 1996

**ARTICLE VI
PROCEDURES FOR FILLING VACANCIES / ASSIGNMENTS**

A. GENERAL PROCEDURES FOR FILLING VACANCIES

1. When the District determines a vacant position will be filled, a vacancy announcement shall be posted on the District website and disseminated via email to all employees.
2. Each vacancy shall remain open for a period of at least seven (7) days.
3. Employees interested in being considered for the position shall submit an application on the District website.

APPROVED 2013

4. With the exception of employees who are assigned to the District's transportation department that has specific procedures in place for filling positions, a district initiated transfer or if the new position is considered a promotion / advancement, an employee must have completed a minimum of six (6) months in a particular job classification at a site and have a minimum of two (2) satisfactory evaluations in order to be eligible for transfer to another site in the District.

REVISED 2017

5. A person presently employed by the District and applying for a vacant position in the same job classification shall be given due consideration for the position. Factors to be considered in making the selection may include appropriate education, training, experience, length of service, past performance, compatibility of employees, needs of the work site and the results of an oral and / or written interview, if any.
6. Upon request, an employee will be advised of the outcome of his / her application and reasons for non- selection.
7. An employee transferred from one (1) job to another shall be on a one (1) year trial placement and will be subject to the evaluation process for probationary employees. The employee may be returned to his / her former job classification should the probationary evaluation be unsatisfactory.
8. The District reserves the right to establish by contractual agreement, a classified position for a special need. Such a position shall be posted in accordance with this Article.

APPROVED 1996

9. These General Procedures do not apply to the assignment of bus routes. Refer to Lyon County School District Transportation Policy for procedures regarding assignment of drivers to bus routes.

APPROVED 1996

10. The District reserves the right to modify, add, delete or change route position assignments to serve the interests, needs, safety and welfare of the students.

APPROVED 2015

11. The District will solicit input from the Association when reviewing and updating classified job descriptions.

APPROVED 2015

B. INVOLUNTARY REASSIGNMENT:

District reassignment shall be considered in the spirit of providing the best possible education for students. Reassignments may be necessary when an "overage" situation occurs due to student(s) relocation / exit and the classified personnel needed to support the student's education is left without a position. The affected staff consists of personnel in the school and / or attendance area where the "overage" occurs.

B. INVOLUNTARY REASSIGNMENT: (continued)

Criteria for considering changes will be:

Requests for volunteers;

1. District-wide seniority within the attendance area;
2. In the event two (2) or more employees have the same seniority, then a draw of lots in accordance with a pre-determined procedure shall determine seniority.

REVISED 2019

ARTICLE VII

REDUCTION IN FORCE

A. SENIORITY DATE AND QUALIFICATIONS:

1. The District retains the right to determine when a reduction in force is necessary, the number of employees whose employment must be terminated and the areas of employment and / or school district operations within which such reductions in force shall occur. Once it is determined that a reduction in force is necessary, the District will agree to meet with the Association and discuss the pending Reduction in Force.
2. In the event the District determines that classified employee staff must be reduced, the following criteria shall be used in selecting employees for retention:
 - a) Temporary and probationary employees within the job classification selected for layoff shall be laid off first.
 - b) District-wide seniority.
3. Prior to implementing a reduction in force, consideration will be given to transferring employees whose positions are being eliminated into positions that are available at the time of the reduction based on retirements, resignations, and leaves of absences, and new positions. The decision to utilize these options will be at the discretion of the District.
4. Reduction in Force Procedures
 - a) When it is determined that a Reduction in Force is necessary, the least senior employees District-Wide will be reduced first.
 - b) Once a District-Wide reduction in force occurs, Area-Wide involuntary transfer procedures will be followed until all positions are filled.
5. No employee shall be replaced by another employee not qualified for such classification.
6. Seniority or "seniority date" shall mean the most recent date of employment with the District. Any resignation or termination of employment which results in the employee leaving the District shall constitute a "break" in seniority. For the purpose of staff reduction, seniority date shall mean the first working day after the most recent break in service, if any.
7. An employee's seniority date for reduction in force and bumping purposes shall encompass all periods of service from the employee's last continuous employment date. Periods of separation may not be bridged to extend such service unless the separation is a result of a reduction in force in which bridging will be authorized if the employee is re-employed in his / her classification within the period of his / her reduction in force eligibility, as provided in section B.2. below.
8. In the event that a reduction in force is necessary for School Maintenance personnel, Maintenance Levels I, II, III, as noted on the pay schedule, shall not be taken into consideration and all employees will be considered equal.
9. A reduction in the number of hours in a day or days in a contract year a classified employee is contracted to work shall not constitute a lay-off. However at the earliest possible time the district will meet and provide the Association with the rationale and opportunity for input for such action.

REVISED 2021

B. RE-EMPLOYMENT:

1. All permanent employees terminated during a reduction in force shall be placed on a re-employment priority list for all positions for which they are qualified and available. Such employees shall be given preference for rehiring in permanent positions for which they are qualified.
2. Names shall remain on the re-employment priority list for one (1) year. Refusal of a comparable permanent position, however, shall result in removal from the re-employment priority list.
3. It is the responsibility of the employee to keep the Personnel Office current with his / her mailing address and telephone number(s).

C. SENIORITY ACCRUAL DURING UNCOMPENSATED LEAVE:

Seniority shall continue to accrue for the following uncompensated leave:

1. Uncompensated leave as a result of a work-related injury
2. Uncompensated leave due to layoff
3. Uncompensated leave approved by the Superintendent, which does not exceed twenty (20) continuous days - accrual up to twenty (20) days

REVISED 2010

ARTICLE VIII

NON-DISCRIMINATION

The District and the Association agree not to discriminate, as set forth in federal and state law, against its employees, or its members, based upon race, creed, color, national origin, sex, sexual orientation, age, or physical disabilities. The Association shall admit persons to membership without discrimination.

APPROVED 1995

ARTICLE IX

DISCIPLINE, SUSPENSION, DEMOTION AND DISCHARGE

A. DISCIPLINARY ACTION:

If there is an issue which may be cause for disciplinary action, the supervisor shall address the issue with the employee in a timely manner. A good faith effort will be made to provide at least 24 hours written notice prior to the meeting. Personnel matters and proceedings are to be kept confidential at any level of the disciplinary process. Violation of confidentiality shall be cause for disciplinary action. All investigations and proceedings associated with the possible disciplinary action will be concluded in a timely manner. If the investigation extends beyond 10 days, administration must communicate the status of the investigation to the employee and the association representative.

REVISED 2019

1. The District shall not suspend without pay, demote, or discharge a post probationary permanent employee as a disciplinary action without just cause.
2. Discipline shall be dependent upon an individual's offense of federal, state, or District laws, regulations, guidelines and policies, and shall result in disciplinary measures up to and including termination.

Cause for discipline includes:

- a) Negligence in the performance of assigned duties
- b) Insubordination
- c) Inappropriate conduct while on the job or representing the District
- d) Unauthorized absence, excessive absence or the abuse of leave privileges
- e) Reporting on duty while under the influence of alcohol or drugs
- f) Dishonesty
- g) Activity that violates policies, rules, or regulations of the District

APPROVED 2003

3. No District evaluation more than three (3) years old shall be considered valid nor shall an employee present any evaluation from a previous employer in a disciplinary or termination case.

APPROVED 1996

4. However, a reprimand, letter of concern or admonition issued to an employee who has met expected standards and who has received no subsequent letters or reprimand(s) shall be removed from the employee's personnel file any time after thirty-six (36) months have lapsed from the original date of issue.

APPROVED 1996

B. AUTHORIZED / UNAUTHORIZED ABSENCE:

1. Any authorized absence is an absence for which the employee has received prior approval. However, it is the prerogative of the District to make an exception for an extenuating circumstance beyond the power and control of the employee whereby the employee could not have received prior approval.

APPROVED 1996

2. Absence without authorization shall be grounds for disciplinary action.

APPROVED 1996

3. Unauthorized absence for three (3) consecutive workdays constitutes abandonment of position and the District shall move to terminate the employment as a resignation. Neither Article IV nor Section A of Article IX shall apply. However, the employee shall have the right to appeal to the Human Resources Director whose decision is final.

REVISED 2021

ARTICLE X

LEAVES

Note: All applicable leave will run concurrent with the Family and Medical Leave Act (FMLA) guidelines.

A. GENERAL TERMS OF SICK AND PERSONAL LEAVE:

1. It is the responsibility of the employee to submit leave requests, within the designated time constraints for each type of leave, utilizing the current automated LCSD Substitute Placement and Absence Management application (i.e., Aesop).
2. An employee's sick leave is a designated amount of compensated leave granted to an employee who is unavoidably absent as the result of personal illness, medical appointments, illness in his / her immediate family or bereavement.
3. For each calendar month of service, a permanent employee shall be credited with hours of sick leave equal to 1.25 times the hours in the employee's daily work schedule. Within the limitations of this Article, sick leave shall be credited to an employee upon completion of each month of service, and available for use the following month, within the limitations of this article.
4. Personal leave will be granted outlined in Article X, Section E.

REVISED 2017

5. Sick leave shall be accumulated to a maximum of one hundred eighty (180) days. Days accumulated beyond one hundred eighty (180) shall be kept in the employee's file as inactive accumulated sick leave which could be used provided the School Board chooses to activate them. Excess days shall be determined on June 30th of each year. Excess days shall be determined on June 30th of each year. Employees may convert their inactive sick leave to personal leave at a rate of six (6) sick leave days to one (1) personal leave day, not to exceed two (2) personal days each year.

REVISED 2019

6. Employees may use accumulated sick and personal leave immediately following employment with the District.
7. An employee who has exhausted his / her accumulated sick and personal leave may, at the employee's option, elect to use any vacation leave to which the employee may be entitled.
8. Employees with no accumulated leave available shall have their pay reduced for the time not worked. Such lost compensation shall not be paid at a later date when leave becomes available.
9. Employees rehired after a break of service in excess of one (1) year shall not receive credit for sick or personal leave accumulated during the previous period of employment.

B. SICK LEAVE:

1. Sick leave shall be granted for personal illness, disability, or illness or accident in the immediate family, and shall be deducted from the employee's accumulated sick leave.
2. Pregnancy and / or medical issues associated with pregnancy shall be treated as any other sick leave.
3. Should an employee be absent from his / her assignment more than five (5) consecutive workdays within the fiscal year or should there be a pattern of chronic or repeated absences, or the District has reasonable cause to suspect abuse or falsification of leave, the employee may be required to provide verification of illness from his / her physician in order to charge the absence to sick leave.

REVISED 2017

C. BEREAVEMENT LEAVE:

An employee may be granted five (5) of their sick leave days each year for Bereavement Leave. Bereavement leave shall be deducted from sick, personal, or vacation leave. Additional time may be granted by the School Board or designee. Such leave will be granted for death in an employee's immediate family.

D. PAYMENT FOR UNUSED SICK LEAVE:

1. Full-time employees leaving the employment of the District during the year beginning August 1st shall be paid at the rate specified providing the following terms are met:
 - a. The employee has eight (8) consecutive years of employment with the School District.
 - b. The employee has not been dismissed.
 - c. The employee has a minimum of fifty (50) days accrued sick leave upon separation.
2. Employees will be paid thirty-five percent (35%) of each day of unused sick leave, not to exceed fifty dollars (\$50) per day, up to a maximum of the employee's work days. The maximum aggregate sick leave payments available yearly under this contract is \$40,000.
3. All payments shall be made during August for those employees separating from employment during the prior twelve (12) month period ending July 31.
4. An employee's beneficiary shall, if he / she dies while employed by the School District, receive payment for any accumulated sick leave payable under this Article.

E. PERSONAL LEAVE:

On July 1st of each year, all employees, full time, half time, and part time, shall be eligible for two (2) days of Personal Leave. If such employee has accrued thirty (30) days of sick leave, said employee may elect to use a day's accrued leave for an additional personal day per year. In addition, one (1) paid personal leave day may be earned per year, which may be used the following contract year, according to the scale below.

Additional personal leave days acquired as the result of sick leave accrued over thirty (30) days, and / or granted as per the personal leave matrix shall be cumulative and rolled over to the next year. No more than four (4) personal days may be rolled over to the next year.

REVISED 2021

12 Month Employee	Employee has taken the equivalent of 6 sick days or fewer	1 Additional Personal Day
11 Month Employee	Employee has taken the equivalent of 5 sick days or fewer	1 Additional Personal Day
10 Month Employee	Employee has taken the equivalent of 4 sick days or fewer	1 Additional Personal Day
9 Month Employee	Employee has taken the equivalent of 4 sick days or fewer	1 Additional Personal Day

1. Personal Leave shall not be used the first or last week of school, nor during in-service / training, unless there is a verifiable emergency, mandated court appearance or extenuating family circumstances (i.e., graduation, promotion, wedding, religious event, etc.). Personal Leave may be used to extend any holiday period with the approval of the employee's supervising administrator. The supervisor's decision is final and not subject to appeal.
2. Requests for Personal Leave must be submitted at least two (2) days prior, except in cases of a verifiable emergency, for approval by the employee's supervising administrator. Such leave may be denied if no substitute is available, there is an emergency condition in the District, or such leave causes a negative impact on any District operation. Leave requests will be considered on a first come, first served basis.

REVISED 2017

F. SICK LEAVE BANK:

1. The Purpose of the Sick Leave Bank is to assist employees who have long-term debilitating illnesses or disabilities and who have exhausted all accumulated leave. Sick Leave Bank days shall not be used for elective surgery, family illness, or maternity leave. For purposes of this policy, the following definitions shall be used:
 - a) A long-term debilitating illness or injury:
 - 1) Is catastrophic, or life threatening in nature to the physical well-being of the employee, AND
 - 2) Causes the employee to be unable to fulfill his / her job responsibilities, AND
 - 3) Requires sick leave absence for recovery in excess of fifteen (15) days as directed by a health care physician.
 - b) Accumulated leave includes sick leave, personal leave, and vacation leave.
 - c) A day is the number of hours in an employee's workday.
 - d) The open enrollment period is the month of September.
2. Upon employment, completion of the membership application, and the transfer of the sick day from the employee to the sick leave bank, an employee is eligible to participate in the Sick Leave Bank.
3. Application for membership authorizes the Lyon County School District to transfer one (1) day of sick leave to Sick Leave Bank. A member whose daily hours of employment increase will automatically be assessed for the difference between the initial enrollment hours and the current hours of daily employment. Hours may not be withdrawn from the bank if hours of employment decrease.

F. SICK LEAVE BANK: (continued)

4. Only individuals who have contributed to the Bank are eligible for benefits.
 5. A statement of participation in the Sick Leave Bank will be included in the yearly Sick Leave accounting update given by the School District office.
 6. Pre-existing conditions will be exempt for a period of one (1) year if:
 - a) The employee chose not to enroll in the Bank at the initial opportunity.
 - b) The employee withdrew from membership in the Bank and wishes to re-enroll during the open enrollment period.
 7. When a number of hours in the Bank falls below three hundred and twenty (320), the committee will inform the bank membership that an assessment of one (1) day sick leave per member will be made to replenish the hours available. Any member who has no sick leave at the time of the assessment will be assessed as soon as leave is accrued. There will be a maximum of two (2) special assessments made during the fiscal year. If there is a need for additional assessments, a two-thirds (2/3) vote of approval from the Sick Leave Bank membership will be required.
 8. The maximum number of days which may be granted from the Bank at any one (1) time shall be thirty (30) days. Additional days may be granted only after additional application and review. The maximum cumulative number of days which any one (1) person can be granted from the Bank during his / her employment with the Lyon County School District shall be sixty (60) days. A day granted is equal to the employee's regular daily hours of employment. The maximum amount of days granted for an employee in his / her first year of employment is fifteen (15) days.
 9. Any sick leave which an employee receives from the Sick Leave Bank, which is not used during the time of the long-term illness or disability or upon resignation or termination of employment of the employee, shall be returned to the Sick Leave Bank.
 10. An employee who receives sick leave from the Sick Leave Bank is entitled to payment for that leave at a rate no greater than his / her current hourly rate of pay.
 11. If an employee is approved to receive assistance and the employee is receiving some form of compensation because of industrial injury, other than through the employee's personal insurance, only the number of hours required to result in compensation equal to the difference between the employee's regular daily rate of pay and benefits received may be granted.
 12. An employee who has used the Sick Leave Bank shall reimburse the Bank when his / her accumulated sick leave exceeds sixty (60) days. Upon leaving the District, the employee shall be ineligible for any payment for unused sick leave until the Sick Leave Bank is reimbursed for the balance of days the employee withdrew from the Bank.
 13. The Sick Leave Bank committee will be appointed on a school year basis. The committee will consist of two (2) classified employees appointed by the Association and one (1) member appointed by the Superintendent. The decision of the Sick Leave Bank Committee will be forwarded to the Board for approval, except when the days needed will occur before the next Board meeting. In such cases, the Superintendent may grant up to fifteen (15) days upon the committee's recommendation.
- REVISED 2017
14. An employee who is found to have actively pursued other work, or participated in activities physically unlikely for one with a debilitating illness or injury, while taking days from the Sick Leave Bank shall:
 - a) Reimburse the District for days used from the Bank and forfeit any days granted but unused
 - b) Be excluded from any future membership in the Sick Leave Bank
 - c) Be subject to District disciplinary action

G. JURY DUTY:

An employee who serves as a member of a jury shall not suffer a loss in pay or benefits nor shall time be charged against his / her accumulated sick, personal or vacation leave due to such service. However, any payment received by the employee for such service shall be remitted to the School District. A copy of the subpoena is to be submitted to the employee's supervisor when the employee requests leave for jury duty.

H. VACATION LEAVE:

1. A permanent full or half time employee whose employment is based on a twelve-month work schedule will be granted leave to be used for vacations or other personal business of the employee.

2. An employee who, prior to the signing date of this Agreement, earned vacation leave in a specified work assignment, shall continue to do so. Such provision shall not apply should the employee transfer to another assignment which, under this Agreement, is not eligible for vacation leave.

3. ACCRUAL RATES:

a) Eligible employees with one (1) to five (5) years of service: ten (10) working days accrued at .83 days per month worked.

b) Eligible employees with over five (5) years of service, accrued at 1.25 days per month worked.

REVISED 2017

4. If an employee accepts a position that accrues Vacation Leave, and immediately preceding the acceptance of such position was a full-time employee of the School District, such prior full-time service shall be included in determining the rate at which annual vacation leave shall accrue.

5. Accrued Vacation Leave shall be credited to an employee upon completion of each month of service and available for use the following month.

6. It is the responsibility of the employee, who is eligible for vacation leave, to schedule such leave with his / her supervisors. Requests for use of vacation leave must be submitted to the employee's supervisor for approval at least two (2) weeks in advance. Requests after that date may be approved if the requested leave does not impact District operation. Employees may not use accumulated vacation leave until completion of six (6) months of continuous service.

APPROVED 1996

7. Any person with three (3) previous continuous years of service who is rehired by the School District after a period of absence, shall be granted credit for such prior service for the purpose of determining the number of annual vacation days allowed. Persons out of service for one (1) year or less shall retain credit for 100% of their past service. Persons out of service for more than one (1) but less than two (2) years shall be credited for 50% of their past service, and persons out of service for more than two (2) but less than four (4) years shall be credited for 25% of their past service. Any person out of service for more than four (4) years shall not be entitled to any credit for past service.

8. Contingent upon completion of six (6) months of service, an employee shall be paid accumulated annual leave upon termination.

APPROVED 1996

9. A maximum of twenty (20) unused vacation days shall be allowed to accrue from one (1) year to the next. Accrued vacation leave in excess of twenty (20) days must be taken prior to December 31 of each year or be forfeited. The District shall give employees at least thirty (30) days' notice of impending forfeiture. Effective December 31, 2000.

APPROVED 1999

H. VACATION LEAVE: (continued)

10. If the Superintendent determines the employee's approved vacation leave must be cancelled and, therefore, approved leave days cannot be used by December 31, the approved days shall be carried over to the next year. Such carryover shall be good for one (1) year only.

APPROVED 1999

I. LEAVE WITHOUT PAY:

1. Requests for leave without pay must be submitted in writing to the supervisor at least ten (10) days in advance, except in cases of emergency. The supervisor may authorize leave without pay up to thirty (30) days. Leave without pay beyond thirty (30) days must be approved by the Board. Leave without pay may be granted for reasons of health, and other reasons mutually agreed upon by the employee and the supervisor.
2. Leaves of absence for any purpose may not exceed twelve (12) months. Employees granted leave without pay longer than six (6) months must submit to the District, in writing, their intent to return no later than ninety (90) days prior to the expiration of the leave. Failure to notify the District shall be interpreted as an indication of the employee's decision not to return to work.
3. The parties agree that in the event an employee is granted leave without pay, such employee may return to his former position, or a comparable position if his former position is unavailable, at any time before the time allotted for leave without pay has expired.
4. An employee who violates the agreement for leave without pay, or who takes another job without permission from the Superintendent while on leave from the District, shall forfeit his / her position with the District.

REVISED 2021

J. CHILD REARING AND ADOPTION LEAVE:

1. An employee shall be granted unpaid Child-Rearing Leave without pay not to exceed twelve (12) calendar months upon written application to the Superintendent submitted at least forty-five (45) days prior to the commencement of the requested leave. Such request must be directly associated with the actual or impending arrival of a newborn child or the adoption of a child.
2. No benefits shall accrue to the employee while on a child-rearing leave or adoption leave, except those provided by Federal or State laws. Upon return, the employee shall be credited with any accumulated unused sick leave.
3. An employee shall be granted an Adoption Leave without pay not to exceed twelve (12) calendar months upon written application to the Board of Trustees submitted at least forty-five (45) days prior to the commencement of the requested leave. Such request must be accompanied by a birth certificate, if appropriate. A leave shall commence no later than nine (9) months after the placement of the child in the home. Three (3) months prior to the expiration of the leave, the employee shall notify the School District whether he / she plans to return to work. Failure to notify the District shall be interpreted as the employee's decision not to return to work and shall be deemed a resignation.

APPROVED 2015

K. ASSOCIATION LEAVE:

1. Beginning each school year, the Association shall be credited with seven (7) days aggregate leave to be used for Association business. Such leave is not accumulative.
2. Use of said leave shall be requested by the Association President or his / her designee to the Superintendent not less than three (3) days prior to the commencement of said leave.
3. Employees using said leave shall do so without loss of pay or benefits. The Association shall reimburse the District for lost work time.
4. Negotiating team members shall be excused from their duties with pay to attend negotiation sessions. The Association shall reimburse the District for lost work time.
5. In the event School Board meetings are being conducted during school hours, the Association Representative to the School Board will be released from his / her regular duties without loss of pay or benefits. The Association shall reimburse the District for lost work time.

REVISED 2021

L. DONATED SICK LEAVE DAYS TO CLASSIFIED EMPLOYEE

1. If both relatives within the third degree of consanguinity or affinity are classified employees of the District, one (1) classified employee may donate sick leave days to another classified employee, up to a maximum of twelve (12) weeks per the FMLA guidelines.

REVISED 2017

ARTICLE XI

HOLIDAYS

- A. All holidays as declared by the Governor, Legislature or President of the United States shall be granted to all classified employees. The employee shall be paid for those holidays designated as paid holidays on the regular annual work calendar of his / her job group. The employees shall be paid for the hours he / she would have been scheduled to work had it not been for the holiday. However, being paid for the holiday shall be contingent upon the employee working his / her last working day before the holiday and his / her first working day after the holiday unless the employee's supervisor has 1) approved the paid personal or vacation leave or 2) accepts verification of a medical condition or emergency situation resulting in absence, or 3) mandated court appearance or 4) granted compensatory time.

REVISED 2021

- B. If a holiday occurs while an employee is on paid leave status, he / she shall receive the holiday pay and the day shall not be charged against the leave.

APPROVED 1996

- C. The Association may make recommendations to the Board regarding the annual school calendar.

APPROVED 1996

- D. HOLIDAY SCHEDULE:

The total number of holidays on the schedule shall be sixteen (16). The remainder of the holidays shall be designated by the School Board and shall be contiguous with Christmas, New Year's, and Spring break.

January 1 (New Year's Day) (2 days)
Third (3rd) Monday in January (Martin Luther King's Birthday)
Third (3rd) Monday in February (Presidents' Birthday)
Spring Break (2 days)
Last Monday in May (Memorial Day)
June 19 (Juneteenth)
July 4 (Independence Day)
First (1st) Monday in September (Labor Day)
Last Friday in October (Nevada Day)
November 11 (Veteran's Day)
Fourth (4th) Thursday in November (Thanksgiving Day)
Friday following the fourth (4th) Thursday in November (Family Day)
December 25 (Christmas Day) (2 days)

REVISED 2021

ARTICLE XII

USE OF PRIVATE VEHICLE

- A. Other than for his / her regular assignment and pursuant to the order of the Superintendent, in the event an employee covered thereunder is required to use his / her private transportation for School District business, an allowance equal to the present District rate will be paid by the District, which shall include food and lodging as per current District Policy.

APPROVED 1995

ARTICLE XIII

SAFETY

- A. Maintaining healthful and safe conditions throughout the School District is a responsibility shared by the School Board and the School District employees. All reasonable training, methods and procedures to secure safety shall be utilized.

- B. It shall be the responsibility of all employees to observe all safety rules, to maintain work habits and attitudes that shall protect themselves as well as students and other employees, to keep work areas free of unnecessary hazards, to wear and use required safety equipment and to participate in safety instruction activities.

- C. The School District shall make available a continuing program of safety instruction, shall provide the employee with the necessary protective clothing and equipment to perform work safely, shall provide the employee with safe tools and equipment, shall provide a structured on-going process of safety evaluation and improvement.

APPROVED 1995

- D. Classified employees, in the appropriate positions, shall be trained in CPR, Handle with Care, and other safety procedures determined by the District for the welfare of staff and students.

APPROVED 2008

- E. Employees are expected to work in a positive, cooperative, and collaborative manner in the workplace. Dress, appearance, language, and behaviors are to be appropriate for working in an educational setting.

APPROVED 2002

ARTICLE XIV

COMPENSATION

- A. Employees shall be compensated as per the applicable pay schedule. A twenty-five hundredths of a percent (2 0.25%) raise for the 2021-2022 school year, and a zero percent (0.0%) raise for the 2022-2023 school year will be applied to the current pay schedule. Should there be any unforeseen, significant changes in state funding during the duration of this agreement, collective bargaining sessions can be initiated per NRS 288. Placement on the pay schedule may be appealed by the employee no later than six (6) months after hire date. Should an error be discovered, it will be corrected within the same fiscal year.

REVISED 2021

- B. For all new hires, one year of experience may be allowed for every two years of verified comparable job experience. It is the employee's responsibility to substantiate this experience to the satisfaction of Human Resources, which has the final authority in making this determination. All documentation must be sent to Human Resources within six (6) months.

REVISED 2019

- C. A current permanent employee who accepts a new position in accordance with Article VI shall be placed on the pay schedule according to the following criteria*:

1. If the new position is at a higher Grade, and within the same job group (See Appendix A - column) as previously employed, the employee shall start at either the lowest step that results in a rate of pay equal to or greater than previously received or shall be given credit for experience at the rate of one (1) step for every two (2) years of experience within that group, whichever is greater.
2. If the new position is at a higher Grade, and within a different group as previously employed, the employee shall start at either the lowest step that results in a rate of pay equal to or greater than previously received or shall be given credit for experience at the rate of one (1) step for every three (3) years of experience within that group, whichever is greater.
3. If the new position is at a lower Grade than the current position, and is within the same job group, the employee shall be given credit for experience at the rate of one (1) step for every year of experience within that group, or start on Step two (2), whichever is greater.
4. If the new position is at a lower Grade than the current position, and is in a different job group, the employee shall be given credit for experience at the rate of one (1) step for every three (3) years of experience within that group, or start on Step two (2), whichever is greater.

*** Please note: this applies to employees who have been working more than one (1) year.**

- D. A current permanent employee who accepts a new position in a job group in which he / she has previous District experience but is not currently employed in that job group shall be granted credit for such previous experience, in whole years, based on the following criteria:

1. Persons out of the job group for one (1) year or less shall be given credit for experience at the rate of one (1) step for every one (1) complete year of experience.
2. Persons out of the job group between one (1) and two (2) years shall be given credit for experience at the rate of one (1) step for every two (2) complete years of experience.
3. Persons out of the job group between two (2) to four (4) years shall be given credit for experience at the rate of one (1) step for every four (4) complete years of experience.
4. Any person out of the job group for more than four (4) years shall not be entitled to any credit for past experience.

Note: All years of experience are calculated based on a complete year. (Ex 1.7 years = one (1) complete year).

- E. A step raise shall be granted each employee on his / her anniversary date contingent upon completion of a year of service.
- F. All employees eligible for retirement under the Public Employees' Retirement System of Nevada are paid over a twelve (12) month period while all other employees are paid over a ten (10) month period.
- G. Beginning January 1, 2016, classified employees earning college credit from an accredited post-secondary institution will be compensated at a rate of \$50 per credit upon proof of successful completion on an official transcript. Prior approval by the supervisor and HR Director is required. Transcripts must be turned in within three (3) months of successful completion.
- H.
1. If two (2) or more bus drivers have the same Board hire date, and their first day as permanent drivers are the same, then consideration shall be given to the employee's verified Transportation related work experience and past Transportation performance records. In the event all things are equal, seniority shall be determined by the drawing of lots.
 2. State regulations require all school bus drivers to pass the necessary Department of Transportation physical every two (2) years. Lyon County School District also requires a bus driver to pass a physical examination after a serious illness or accident before allowing them to resume their physical duties.
 3. Lyon County School District shall reimburse transportation personnel the cost of a renewal DOT physical up to \$50 every two (2) years, annually if mandated by federal or state requirements. Those drivers whose certification requires additional physicals in order to maintain their CDL certification shall be responsible for those costs. The exception to this requirement will be if the District, not the attending physician, requires the employee to have a physical screening due to a serious illness or accident before resuming their duties in which case, the cost of this physical will be borne by the District.
 4. The position of mechanic requires the employee provide all of his / her own hand tools and lockable storage units. The District self-funded (\$25,000 deductible) and district-wide liability for fire and theft (as a result of break-in) will cover these losses provided each mechanic will have an inventory and pictures of his / her tools on file in his / her transportation file which must be updated a minimum of every six (6) months.
- I. Bus driving route time shall be established as of count day (usually the fourth (4th) Friday of the new school year). Such route time shall include the actual time for running the route plus fifteen (15) minutes. Only variances that exceed regular route time by over fifteen (15) minutes shall be recorded as extra time. An additional pre-trip time of .9 (.5 hours in AM and .4 hours in PM) shall be included in the daily route time. Should a route maintain a change in time greater or less than thirty (30) minutes variance over a two (2) month period, an adjustment shall be made establishing a new route time and be reflected in pay adjustment.

APPROVED 2002

- J. A probationary employee who resigns, or is dismissed, shall, upon request of the District, reimburse the District for any license or training fees paid by the District.

APPROVED 1997

- K. During the school year, a day when students are not in attendance as the result of a teacher in-service shall be a regular work day on the classified work calendar. Classified employees may be directed to attend the teacher in-service or to attend other in-services, or activities / trainings appropriate for their job classification.

APPROVED 2002

- L. Full time employees are eligible for longevity pay to be paid for continuous service in June of each year for the following:

10 - 14 years of service	\$500
15 - 19 years of service	\$750
20 plus years of service	\$1250

Continuous service includes years worked in succession. Approved leave by the District is considered a part of continuous service. When an employee terminates from the District, a break in continuous service occurs. Any person with three (3) previous continuous year of service who is rehired by the District after a continuous break in service shall be granted credit for such prior service for the purpose of determining the number of years of continuous service. Persons out of service for one (1) year or less shall retain credit for 100% of their past continuous service credit.

APPROVED 2017

M. EXTRA DUTY CONTRACT WORK BY CLASSIFIED EMPLOYEES

Any employee working an extra-duty contract as outlined in the LCEA agreement with LCSD shall not be required to use personal and / or annual leave to fulfill those obligations. Employees will be allowed to make up time lost in the course of fulfilling these obligations.

N. INSTRUCTIONAL SPECIALISTS

1. Instructional Specialists (positions required to develop daily lesson plans and deliver instruction, i.e., elementary librarians, computers, physical education, STEM, music, etc.) shall be compensated at a Grade eight (8) on the classified pay schedule.*
2. The School District recognizes that preparation time during the instructional specialist's workday is important. The School District shall provide 150 minutes of preparation time per week.

Preparation time shall be defined as structured time for preparation of lessons, correction of papers, planning instruction, coordinating with colleagues, contacting, conferencing with parents and administration and for self-directed time. Every effort will be made to maintain preparation time during testing periods and / or alternative schedules. Emergencies may necessitate adjustments to preparation times.

3. If, at any time, an instructional specialist is required to augment their class size beyond forty (40) students, the instructional specialist will be compensated at the rate of \$15 per hour for the number of additional hours of student contact time covered.

REVISED 2017

- O. Non-instructional Specialists (positions not required to develop daily lesson plans and deliver instruction, i.e., middle and high school librarians, APEP Aides, etc.) shall remain at a Grade five (5) on the classified payschedule.*

- P. Principal Secretaries will be designated as twelve (12) month employees effective July 1, 2016.*

*** Please note: These changes will be reflected in Appendix A Classified Matrix**

- Q. Transportation Coordinators, Operations Lead and Bus Driver Trainer Lead will be designated as twelve (12) month employees effective July 1st, 2018.

REVISED 2019

ARTICLE XV

OVERTIME AND COMPENSATORY TIME

A. AUTHORIZATION:

1. All overtime must be authorized in advance by the Superintendent or designee, except in case of emergency whereby the Superintendent or designee must be contacted as soon as possible to verify the emergency situation. A verbal request by the employee's designated supervisor to work beyond regular hours shall be construed as authorization.
2. Classified employees called out in an authorized emergency shall receive a minimum of two (2) hours compensation.

APPROVED 2002

B. PAYMENT:

1. Overtime shall be paid at the employee's regular rate of pay for the classification he / she is assigned unless the employee has worked in excess of forty (40) hours in one (1) work week. For those hours worked in excess of forty (40) hours, the employee shall receive 1.5 times their regular rate of pay.
2. In the event an employee is required to work on a holiday, such time shall be paid at two (2) times the regular rate of pay, once for the holiday and once for the actual time worked. If the time worked causes the total hours worked including holiday time to exceed forty (40) hours for the week, such time shall be paid at 2.5 times the regular rate of pay.

ADVISED 2011

C. COMPENSATORY TIME:

1. In lieu of payment of overtime, an employee may be granted compensatory time. Compensatory time is taken on an hour-to-hour basis unless earned at the 1.5 rate.
2. Compensatory time must be used within thirty (30) days. If not used within this time period, such overtime will be reported to the payroll department as overtime and compensated at the rate earned.
3. An employee must indicate his / her desire to receive compensatory time prior to the overtime worked.
4. The School District reserves the right to modify any employee's weekly work schedule in order to assure adequate staffing needs are met. Such changes are not considered overtime or compensatory time if the total time worked does not exceed the hours in the employee's weekly work schedule.

APPROVED 2011

ARTICLE XVI

INSURANCE

- A. The Association shall have proportionate representation on the District insurance committee. The District agrees to include all qualifying employees and / or dependents in the Lyon County School District Health Care Plan. New employees and / or dependents may be enrolled providing they meet the qualifiers set forth by the Lyon County School District Health Care Plan.

APPROVED 2008

- B. Health benefits shall be effective on the first day of the month, following a thirty (30) day waiting period.

APPROVED 1999

- C. Other than the thirty (30) day grace period for new hires, dependent coverage for the Lyon County School District Health Care plan shall be elective during the District's designated open enrollment period or other qualifying events.

- D. The School District shall contribute up to \$625.00 per month per regularly employed participant (for employees working twenty-five (25) hours or more per week) in the Lyon County School District Health Care Plan. In the event of an increase in the Lyon County School District Health Care Plan, the Trustees shall give full consideration to payment of some portion of said increase. Dependent coverage shall be made available at full cost to the employee at the current rate. The Life insurance limit for the employee shall be set at \$20,000 with Accidental Death and Dismemberment set at \$20,000. (Death by accident would then total \$40,000). The life insurance benefit and premium are reduced by 50% at age 70.

REVISED 2017

- E. "On the job" accidents and occupational sickness shall be compensated to the extent of required and necessary medical expenses and to limited weekly benefits as prescribed by the Nevada State Labor Commission and set forth in the Nevada Workers' Compensation Act.

APPROVED 1996

- F. The School District offers its full-time employees an Internal Revenue Code Section 125 Flex Benefit Program.

APPROVED 1996

ARTICLE XVII

PUBLIC EMPLOYEES RETIREMENT FUND

- A. The Lyon County School District will pay the applicable retirement contribution for those employees who qualify for membership under the Retirement System, as defined by policy of the Nevada State Retirement System.
- B. It is understood that Article XVII can be changed to comply with any statutes, laws, rules, or regulations enacted or adopted by either the Federal Government or the Public Employees' Retirement Board.

APPROVED 1995

ARTICLE XVIII

PERSONNEL RECORDS AND INFORMATION

- A. An employee shall, on his / her request and by appointment, be permitted to examine his / her personnel file which shall be kept in the Personnel Department. This information, whether positive or negative, shall be maintained in this file and not in a separate file that can be presented later. An employee may be given a copy of any material in his / her file if it is to be used in connection with a grievance or a personnel hearing.
- B. No material derogatory to an employee shall hereafter be placed in his / her personnel file unless a copy of same is provided to the employee. The employee shall be given an opportunity to submit explanatory remarks for the record within ten (10) days.
- C. Materials may be moved from an employee's file under the terms defined in Article IX.
- D. It shall be noted, at each supervisor's site there shall be an employee file maintained for purposes of summative evaluation. The original evaluation is placed in the official personnel file, one (1) copy is placed in the site file, and another copy is given to the employee.

APPROVED 2013

- E. The complete up-to-date Lyon County School District Policies and Job Descriptions will be maintained on-line and accessible on the Lyon County School District website.

APPROVED 2013

- F. The Association shall be responsible for the distribution of the Classified Negotiated Agreement to the employees and for maintaining copies in the office area and staff lounge.

APPROVED 1997

**ARTICLE XIX SCHOOL
POLICY GUIDE**

- A. Representatives of the Association shall meet with the School Board and Administration at least once each school year during the second semester to assist in constructing, amending, or revising the school policy guide that affect the staff for the Lyon County School District.

APPROVED 2013

**ARTICLE XX GENERAL
SAVINGS CLAUSE**

- A. It is not the intent of either party hereto to violate any laws of the State of Nevada or of the United States of America. 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 shall enter into negotiations at a time mutually agreeable to all parties. The remainder of the Agreement shall remain in full force and effect.

APPROVED 1995

ARTICLE XXI

NEGOTIATIONS

1. All negotiations shall proceed in accordance with the applicable sections of Nevada Revised Statute 288 with the Ground Rules established by mutual consent at the initial meeting of the two (2) parties.

APPROVED 1995

2. Upon agreement, as to the printers and total printing cost of the contract, the District and the Association shall each be responsible for payment of half the cost.

APPROVED 1997

ARTICLE XXII IMPASSE

PROCEEDINGS

Should an impasse occur, it shall be resolved in accordance with the applicable sections of Nevada Revised Statute 288.

APPROVED 1995

APPENDIX A –2021

Lyon County School District

Classified Pay Structure

Calendar months of service for purposes of Article X.A.2.: (1) = 12-month position (2) = 11-month position (3) = 10-month position (4) = 9-month position (5) = temporary

*School Secretary: (Elementary / Middle / Intermediate = 10-month position) (High School = 11-month position)

A current Sign Language Interpreter with no EIPA score shall remain at current rate. Sign Language Interpreter EIPA 4.0 and above will move to the Licensed Non-Degree Salary Schedule

Maintenance Level I = Elementary School Maintenance Level II = Intermediate / Middle School Maintenance Level III = High School and District

Program Paraprofessionals work a modified school calendar to include one (1) additional workday.

Grade	Finance	Clerical	Other	Specialists	Specialized or Technical	Food Service	Operations & Facility Services	Transportation	Data Processing
13	General Ledger Acct manager (1)							Mechanic Lead (1)	IT Network Administrator (1) SIS Administrator (1)
12								Mechanic (1)	Network System Assistant (1) Software System Assistant (1)
11			CTE Coordinator (1) Grants Coordinator (1)				Maintenance IV (1)		IT Technicians (1) SIS Admin Assistant (1)
10					2 Yr. RN (4)		Maintenance III (1)	Transportation Area Lead (1)	
9							Maintenance II (1)	Operations Lead (1)	
8	Account Clerk (1)	Admin Assistant (1)		Instructional Specialists (4)	LPN / 2 Yr. RN (4)**		Maintenance I (1)	Bus Driver Trainer (1)	
7	Business Bkpr (1)	Principal Sec (1) Admin Sec (1) Receptionist / Admin Sec (1)			Sign Lang. Int EIPA 2.0-3.9 (4) Technical Aide (4)	Food Service Sec (1)	Groundskeeper & Transport (1)		
6	Currently no positions assigned to this grade								
5	Warehouse (1)	School Sec (4)* Secretary Aide (4)		Non-Instructional Specialists (4)	School Health Aide (4)	Nutrition Services Area Lead (4)	Groundskeeper (1) Custodian Lead (1)	Bus Driver Trainer Alternate (5)	
4					Paraprofessional (4) Sp. Ed Bus Aide (4)	Kitchen Lead (4)		Bus Driver (4)	
3						Cashier (4)	Custodian (1)		
2						Food Svc. Assist (4)	Groundskeeper Summer Helper (5)		
1	Reserved for temporary positions								

Lyon County School District

2021-22 Salary Schedule Final
 July 2021 - .25% PERS + .25% - Step 8 Addition

STEP/GRADE	1	2	3	4	5	6	7	8	9	10	11	12	13
<u>Employee Paid Retirement</u>													
STEP 1	13.60	15.42	16.18	17.35	0.00	17.83	18.71	19.24	19.83	23.58	24.77	27.03	
STEP 2	14.18	16.16	17.14	18.47	0.00	19.14	20.01	20.60	21.21	24.97	26.01	28.37	
STEP 3	14.74	16.89	18.06	19.59	0.00	20.24	21.32	21.96	22.61	26.38	27.33	29.81	
STEP 4	15.30	17.64	19.00	20.69	0.00	21.46	22.63	23.31	24.02	27.77	28.68	31.29	
STEP 5	15.88	18.35	19.94	21.81	0.00	22.66	23.96	24.66	25.41	29.16	30.10	32.83	
STEP 6	16.44	19.07	20.89	22.93	0.00	23.89	25.27	26.02	26.81	30.56	31.61	34.51	
STEP 7	17.01	19.82	21.83	24.05	0.00	25.08	26.58	27.40	28.19	31.96	33.20	36.21	
STEP 8	17.35	20.22	22.27	24.53	0.00	25.58	27.11	27.95	28.75	32.60	33.86	36.93	
<u>Employer Paid Retirement*</u>													
STEP 1	11.71	13.27	13.93	14.94	0.00	15.35	16.11	16.56	17.07	20.30	21.32	23.27	
STEP 2	12.21	13.91	14.75	15.90	0.00	16.48	17.22	17.73	18.26	21.49	22.39	24.42	
STEP 3	12.69	14.54	15.55	16.86	0.00	17.42	18.35	18.90	19.46	22.71	23.53	25.66	
STEP 4	13.17	15.18	16.36	17.81	0.00	18.47	19.48	20.07	20.68	23.90	24.69	26.93	
STEP 5	13.67	15.80	17.16	18.77	0.00	19.51	20.63	21.23	21.87	25.10	25.91	28.26	
STEP 6	14.15	16.42	17.98	19.74	0.00	20.56	21.75	22.40	23.08	26.31	27.21	29.71	
STEP 7	14.64	17.06	18.79	20.70	0.00	21.59	22.88	23.59	24.27	27.51	28.58	31.17	
STEP 8	14.93	17.40	19.17	21.11	0.00	22.02	23.34	24.06	24.76	28.06	29.15	31.79	

*Subject to change pending changes in contribution rate

Lyon County School District

2022-23 Salary Schedule Final
 July 2022 with No Increase - Step 9 Addition

STEP/GRADE	1	2	3	4	5	6	7	8	9	10	11	12	13
<u>Employee Paid Retirement - No Change</u>													
STEP 1	13.60	15.42	16.18	17.35	0.00	17.83	18.71	19.24	19.83	23.58	24.77	27.03	
STEP 2	14.18	16.16	17.14	18.47	0.00	19.14	20.01	20.60	21.21	24.97	26.01	28.37	
STEP 3	14.74	16.89	18.06	19.59	0.00	20.24	21.32	21.96	22.61	26.38	27.33	29.81	
STEP 4	15.30	17.64	19.00	20.69	0.00	21.46	22.63	23.31	24.02	27.77	28.68	31.29	
STEP 5	15.88	18.35	19.94	21.81	0.00	22.66	23.96	24.66	25.41	29.16	30.10	32.83	
STEP 6	16.44	19.07	20.89	22.93	0.00	23.89	25.27	26.02	26.81	30.56	31.61	34.51	
STEP 7	17.01	19.82	21.83	24.05	0.00	25.08	26.58	27.40	28.19	31.96	33.20	36.21	
STEP 8	17.35	20.22	22.27	24.53	0.00	25.58	27.11	27.95	28.75	32.60	33.86	36.93	
STEP 9	17.70	20.62	22.72	25.02	0.00	26.09	27.65	28.51	29.33	33.25	34.54	37.67	
<u>Employer Paid Retirement*</u>													
STEP 1	11.71	13.27	13.93	14.94	0.00	15.35	16.11	16.56	17.07	20.30	21.32	23.27	
STEP 2	12.21	13.91	14.75	15.90	0.00	16.48	17.22	17.73	18.26	21.49	22.39	24.42	
STEP 3	12.69	14.54	15.55	16.86	0.00	17.42	18.35	18.90	19.46	22.71	23.53	25.66	
STEP 4	13.17	15.18	16.36	17.81	0.00	18.47	19.48	20.07	20.68	23.90	24.69	26.93	
STEP 5	13.67	15.80	17.16	18.77	0.00	19.51	20.63	21.23	21.87	25.10	25.91	28.26	
STEP 6	14.15	16.42	17.98	19.74	0.00	20.56	21.75	22.40	23.08	26.31	27.21	29.71	
STEP 7	14.64	17.06	18.79	20.70	0.00	21.59	22.88	23.59	24.27	27.51	28.58	31.17	
STEP 8	14.93	17.40	19.17	21.11	0.00	22.02	23.34	24.06	24.76	28.06	29.15	31.79	
STEP 9	15.23	17.75	19.55	21.53	0.00	22.46	23.81	24.54	25.26	28.62	29.73	32.43	

*Subject to change pending changes in contribution rate

**PAY RETRO
PAY**

Retroactive pay will be paid to all permanent employees, employed as of the signing date of this Agreement by both parties. Retroactive pay will be calculated on regular, extra, and overtime compensation and paid within sixty (60) days upon school board ratification.

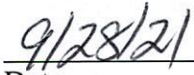
APPROVED 2015

LCCSEA and LYON COUNTY SCHOOL DISTRICT

TERM OF AGREEMENT SIGNATURE PAGE

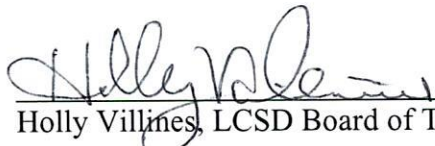
Ratified by the Lyon County Classified School Employees Association.


Katharine Rudy, President


Date

LYON COUNTY SCHOOL DISTRICT

This contract was ratified and accepted by the Lyon County School District Board of Trustees at a meeting held on September 28, 2021.


Holly Villines, LCSD Board of Trustees President


Date