

MASTER AGREEMENT

between the

LANDER COUNTY SCHOOL DISTRICT

and the

**LANDER COUNTY CLASSIFIED SCHOOL EMPLOYEES
ASSOCIATION/NEVADA CLASSIFIED SCHOOL
EMPLOYEES AND PUBLIC WORKERS ASSOCIATION,
CHAPTER #17**

July 1, 2023 to June 30, 2025

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ARTICLE 1 – PREAMBLE AND DEFINITIONS

THIS AGREEMENT is made and entered into by and between the Lander County School District in the County of Lander and State of Nevada, and the Lander County Classified School Employees Association/Nevada Classified School Employees and Public Workers Association, Chapter #17.

WHEREAS, the Lander County School Board in the County of Lander, State of Nevada, and the Lander County Classified School Employees Association/Nevada Classified School Employees and Public Workers Association, Chapter #17, the parties to this agreement, recognize and declare that providing the highest standards of education for the children of the District and attracting and retaining the highest quality staff members is their mutual aim and that the character of such education depends predominantly upon the quality and morals of the classified staff, and

WHEREAS, the Lander County School Board is the duly elected governing body of the District, with powers as delegated by the laws of the State of Nevada, to formulate programs and policies for the operations of the District to be directed through their designated representatives, the Superintendent of Schools, and

WHEREAS, the members of the classified staff are particularly qualified to assist in the operation of the District and to assist the certified staff, and

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 with respect to wages, hours, and conditions of employment, and

WHEREAS, members of the classified staff in the District have the right to join, or not to join, any organization for their professional or economical improvement.

NOW, THEREFORE, IT IS AGREED:

- 1.1 Agreement refers to this document as the “Negotiated Collective Bargaining Agreement” between the District and the Association.
- 1.2 Board refers to the Lander County School District Board of School Trustees.
- 1.3 Day refers to a working school day where the District is regularly scheduled to be open, including days where the District is closed due to an emergency situation and days where the District is open to make up for missed school days caused by emergency closures.
- 1.4 Calendar Day refers to a date on the calendar, Monday through Sunday.
- 1.5 District refers to the Lander County School District, also known as the Local Government Employer in NRS Chapter 288.
- 1.6 Immediate Supervisor refers to the employee’s assigned building or site administrator or other supervisor assigned by the District.

- 1.7 Employee refers to any education support personnel classification recognized pursuant to NRS Chapter 288 and employed by the District at least twelve (12) hours per week and who are covered by this Agreement. Employees working less than twenty (20) hours week are not entitled to health insurance under this agreement.
- 1.8 EMRB refers to the Local Employee-Management Relations Board, as provided in NRS Chapter 288.
- 1.9 Member refers to District employees who are dues paying members of Association.
- 1.10 Non-member refers to District employees who are not dues paying members of Association but are covered by this Agreement.
- 1.11 NRS Chapter 288 refers to Chapter 288 of the Nevada Revised Statutes (NRS) and subsequent revisions, also known as the Local Government Employee-Management Relations Act.
- 1.12 Association refers to the Lander County Classified School Employees Association/Nevada Classified School Employees and Public Workers Association, Chapter #17, or Association, which is the entity known as the Employee Association in NRS Chapter 288 and includes authorized officers and representatives.
- 1.13 Personnel File refers to the formal personnel file kept at the District Office for each employee.
- 1.14 Probationary Employee refers to any employee who is serving a 12-month initial hire and promotional probationary period. Probation may be extended up to six (6) months when warranted by the employee's performance, ability, or other circumstances. During the probationary period the employee may be discharged at any time with or without cause.
- 1.15 School Year refers to the period from July 1st through June 30th.
- 1.16 Superintendent refers to the Superintendent of Lander County School District or his/her designated representative.
- 1.17 Workday refers to a day where an employee is regularly scheduled to work.
- 1.18 Work and Benefit Hours – Workdays and benefit days are converted to hours per attached schedule for purposes of scheduled workdays, vacation accrual/use, sick leave accrual/use. Appendix A.
- 1.19 Board Member, as used in the Agreement shall mean a member of the Lander County Board of School Trustees, the entity known as the Local Government Employer in Chapter 288.

ARTICLE 2 – RECOGNITION

- 2.1 The Lander County District Board of Trustees (Board) recognizes the Lander County Classified School Employees and Public Workers Association, Chapter #17 (Association) as the exclusive bargaining agent with respect to the terms and conditions of employment set forth in this Agreement and NRS Chapter 288 for all contracted, classified education support personnel employed by the Lander County School District (District) working twelve (12) or more hours per week in the following job classifications:

Bargaining Unit
Paraprofessional
School Site Administrative Assistant
Maintenance
Custodian
Food Service Worker
Regular Route Bus Drivers

- 2.2 Excluded from the bargaining unit are any supervisory, administrative, or confidential employees as defined by NRS Chapter 288, probationary employees, substitute employees, and any temporary employees.

2.3 Equal Employment Opportunity

The District offers equal employment opportunities without regard to race, color, gender, religion, age, national origin, social or ethnic origin, sexual orientation, gender identity or expression, marital status, pregnancy, disability, veteran status or any other characteristic protected by law. These opportunities include all terms, conditions, and privileges of employment, including but not limited to recruiting, hiring, job placement, training, compensation, benefits, discipline, advancement, and termination. All employees are expected to adhere to this policy. The exercise of rights protected by applicable federal and state laws such as: filing complaints, participating in investigations, and related administrative proceedings, and lawfully opposing unlawful practices is protected activity for which harassment, intimidation, threats, coercion or discrimination will not be tolerated.

The District and the Association agree that they will comply with the requirements of this provisions and will not discriminate against any individual on the basis of their protected status, as set out above. Any allegations of conduct in violation of this provision are subject to the grievance procedure set out in this Agreement.

This policy prohibits retaliation against any employee by another employee or by the District for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by the District relating to this provision.

2.4 No Discrimination, Harassment, or Retaliation

The purpose of this policy is to ensure employees enjoy a professional and productive work environment free from discrimination and harassment.

The District is committed to providing a professional and productive work environment, based on a culture and atmosphere of mutual respect, and free from unlawful discrimination and harassment. The District will not tolerate harassment or discrimination based on physical or mental disability, military or veteran status, domestic violence victim status, sexual orientation, genetic information, marital or domestic partnership status, gender identity and expression or any other basis covered by applicable federal, state or local law, ordinance or regulation (which will be collectively referred to as “protected categories”). This policy applies to all persons involved in the operations of the District and prohibits discrimination, harassment or retaliation by any employee of the District, including members of management, supervisors, and co-workers, and any vendors, independent contractors, or volunteers on District property or at District functions.

Prohibited discrimination, harassment and retaliation, in any form, including verbal, physical and visual conduct, threats, demands, are prohibited. Employees may be subject to discipline for violation of this policy, even if their conduct does not rise to the level of being a violation of the law (for example, for isolated misconduct). In other words, do not wait until the conduct has become severe or pervasive to report it. This policy is designed to allow the District to stop any prohibited conduct before it becomes severe or pervasive. Your immediate complaint is a vital component to making this policy work.

Employees who believe they are being, or have been unlawfully discriminated, harassed, or retaliated against in violation of this policy, or are aware of an incident or conduct in violation of this policy, must immediately report the incident to their supervisor. If you are uncomfortable reporting to your supervisor, you should report to the Superintendent or his/her designee. Employees who observe conduct which they feel rises to the level of discrimination, harassment, or retaliation should report the conduct to a supervisor, or the Superintendent, or his/her designee immediately.

The District and the Association agree that they will comply with the anti-discrimination, retaliation, and harassment requirements of this provisions. The District will investigate and respond to any report of discrimination, harassment, and/or retaliation, and where the allegation is substantiated, the District will take immediate action to prevent future conduct which violates this provision. Employees who engage in such conduct may be subject to immediate discipline, up to and including termination, depending on the nature and severity of the conduct.

Allegations of conduct in violation of this provision are subject to the grievance procedure set out in this Agreement.

This policy prohibits retaliation against any employee by another employee or by the District for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by the District relating to this policy.

ARTICLE 3 – STRIKES AND LOCKOUTS

- 3.1 Association unconditionally pledges that it will not engage in any strike as defined by NRS Chapter 288.070. The District unconditionally pledges that it will not engage in any lock-out.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.1 The District has the right without negotiation to carry out those management decisions, functions and prerogatives listed in and limited by NRS 288.150(3) and decisions of the EMRB including but not limited to the right to hire, direct, assign or transfer an employee subject to the requirements of NRS 391.205, but excluding the right to assign or transfer an employee as a form of discipline; the right to reduce in force or lay off any employee because of lack of work, lack of money, District/department reorganization subject to any negotiated lay off procedures in Article 27; the right to determine appropriate staffing levels and work performance standards, except for safety considerations; the content of the workday; including without limitation work load factors, except for safety considerations; the quality and quantity of services to be offered to the public and the means and methods of offering those services; safety of the public; evaluation decisions; decisions to subcontract or consolidate subject to the requirement to negotiate over the impact or effects of such decisions on affected employees; and disciplinary decisions subject to the grievance of disciplinary decisions pursuant to Article 25.

ARTICLE 5 – RIGHTS OF ASSOCIATION

- 5.1 The Association may use the District mail system, including the District electronic mail system, to communicate with the employees in its bargaining unit. The system shall not be used to distribute political campaign materials or materials adverse to the District as determined by the Superintendent. The Association and District are committed to discuss communication issues that may be deemed inappropriate by either party.
- 5.2 Association membership shall be at the sole discretion of the employee.
- 5.3 In November of each year during the term of this Agreement, the Association shall furnish the District, in writing, a list of its current officers and business agents or representatives.
- 5.4 The Association may use District bulletin boards to communicate with employees in the bargaining unit. All materials to be posted must meet the same time frames and criteria as 5.1 above.
- 5.5 Representatives of the Association may conduct Association business at the work sites before and after the workday, during normal breaks, and during lunch periods so long as the conduct of such business shall be such as not to interfere with the individual employee's duties or operations of the District. Non-employee representatives of the Association shall check in with the building or site administrator prior to proceeding to any employee.
- 5.6 Up to five (5) days leave will be granted at the discretion of the Superintendent for Association representatives to attend workshops, conferences, conventions and other

Association activities. The Association will be charged the substitute daily rate for all Association leave taken.

The president of the Association shall notify the Superintendent of the day or days to be utilized under this section and the person(s) who will be utilizing such days. The Superintendent will not unreasonably deny authorization for such leave unless the granting of such leave would adversely affect the operations of the District as determined by the District. The Association will reimburse the District the *full cost of the Association officer's salaries taking leave under this section including the cost* of any substitutes used by the District to fill in for employees on leave pursuant to this section which shall not exceed the substitute rate of pay.

- 5.7 No employee shall be disciplined, discharged, dismissed, or discriminated against because of lawful activities conducted on behalf of the Association.
- 5.8 An employee may restrain a pupil when it is essential for self-defense or for the protection of others or property. In an emergency situation, where restraint is necessary to prevent physical harm to a student or staff member, a Member may restrain a pupil, in accordance with the District's restraint protocols. Members will receive annual training on the District's restraint policies and protocols. All instances of student restraint must be reported to the Member's building supervisor as soon as practicable after their occurrence.
- 5.9 The District will provide legal assistance for any employee who is sued for assault or other alleged instances which occur in the pursuit of his/her duties and within the scope of his/her employment. The extent of such legal assistance is that provided in connection with the School District's liability insurance protection.

5.10 Notification of Complaints

Except for criminal or welfare investigations, no formal action shall be taken upon any complaint directed toward a Member, nor shall any notice thereof be included in said Member's personnel file unless such matter has been reported in writing to the Member within eight (8) school days of said complaint. Notice shall be deemed adequate if it is mailed to the address provided by the Member by certified letter.

Any complaint which is not acted upon after investigation by the District shall not be considered in the Member's evaluation and shall not become part of the Member's personnel file and shall not be used against the Member in any action by the District.

If a Member requests a copy of a complaint, the District may supply the Member with a redacted copy of the complaint so as to ensure that the identity of the co-worker remains confidential.

If a complaint is relied on by the District to support disciplinary action, the identity of the complainant will be revealed if the complaint is requested during the grievance process.

5.11 Parent Complaints

Members shall be provided copies of any written parent complaints prior to being placed in the personnel file. Members shall have the right to be present during parent conferences that bear upon the Member's responsibilities, but is not required to be present, and shall be given prior notification of the nature of the meeting. The notification can occur immediately prior to the meeting, e.g. a telephone call from the administrator, and should give the teacher an opportunity to bring any relevant materials to the meeting. A principal or the Superintendent may confer with the parents without Member's attendance when such meetings are strictly for the purpose of securing factual evidence to substantiate or refute the complaint.

- 5.12 Members of the bargaining unit will follow all written and verbal directives, even if such directives are allegedly in conflict with the provisions of this Agreement. Compliance with such directives will not in any way prejudice the employee's right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance. The single exception to the above is a situation where the health or safety of persons involved may be adversely affected.

ARTICLE 6 – ASSOCIATION DUES

- 6.1 Upon written authorization from the employee, the District will make dues deductions from the salary of the employee and make appropriate remittance to the Association on a bi-monthly basis. The form for written authorization shall be approved by the District and the Association. Appendix B
- 6.2 No later than September 10 of each school year, the Association will provide the District with a verified list of employees who have voluntarily authorized the District to deduct Association dues and the amount to be withheld. The Association will notify the District in writing by the 10th of each month of any changes to the list. Changes in the amount to be withheld must be submitted to the District in writing at least 30 days prior to the date the change is to be effective. The District will be provided copies of the written authorization forms that will be maintained in the employee's personnel file.
- 6.3 The District will deduct all annual dues owed from an Employee's final check in the event of termination, resignation, or leave of absence.
- 6.4 The Association and affected employee agrees to indemnify, 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 or employee to the District.
- 6.5 The Association agrees to refund to the District any excess amounts paid to the Association in error upon presentation of evidence of error.

ARTICLE 7 – WORKING HOURS AND CONDITIONS

- 7.1 The total number of days/hours per year shall be set forth in the negotiated salary schedule prepared by the District as set out in Appendix A of this agreement. Employee work schedules will be determined by the District and employees will be provided a written Notice that includes their step placement and individual work schedule for the school year. The Notice will be issued to employees within thirty (30) days of the first day of the school year.
- 7.2 Employees shall receive one (1) ten (10) minute break or rest period during each work period of four (4) hours or more hours. Employees who work six (6) or more hours in a workday shall receive an uninterrupted unpaid meal period of thirty (30) minutes at or about the mid-point of their workday. Rest periods may not be scheduled or taken consecutively or in conjunction with meal periods. If an employee's meal period is interrupted by a work-related matter, the employee will be paid for the meal period.
- 7.3 The regular workweek for employees other than custodians, maintenance and bus drivers are Monday – Thursday if assigned to a 4-day workweek. Work hours shall be scheduled in a manner that allows employees rest periods and meal periods. Rest and meal periods shall be scheduled by the administrators/supervisors. Provided employees receive their rest periods and meal periods, schedules and lengths of rest period may be adjusted from time to time to meet the needs of individual employees and to respond to changes in department workload. Nothing herein should be considered to limit or restrict the authority of the District to make temporary assignments to different or additional locations, work periods, hours of work, or duties as needed to meet operational needs or to respond to an emergency.
- 7.4 Employees are expected to be available and ready for work at the beginning of their assigned work period and at the end of their scheduled rest and meal periods. Required preparation for rest and meal periods, as well as the end of the workday, is considered work time. Rest and meal periods include the time spent going to and from the place where the break is taken.
- 7.5 Where appropriate, as determined by the District, employees will be informed of health or other special conditions of students under the employee's control that would require special or emergency services on the part of the employee.
- 7.6 It shall be the responsibility of each employee covered by this agreement to review, become familiar and comply with all applicable rules, policies and regulations of the District. It is the District's responsibility to provide copies of all applicable District rules, policies and regulations to each work site or post on District website for review by members of the bargaining unit.
- 7.7 The District will enforce its rules, policies and regulations in a non-discriminatory manner (as defined by Article 28) based on the facts and circumstances applicable to each situation or alleged violation of its rules, policies and regulations. Changes in District rules, policies and regulations shall be provided to all affected employees and posted on District bulletin

boards at least ten (10) calendar days before the effective date (when school is in session) except where circumstances dictate a shorter notification period. Changes in the District's rules, policies and regulations that address mandatory subjects of bargaining as defined in NRS 288.150 and addressed in this agreement shall be negotiated with the Association prior to being placed into effect.

- 7.8 The District will list on the employee's job description any license or certification requirements that are a condition of employment or continued employment.
- 7.9 The District will reimburse employees the cost of obtaining any District required certifications that are in excess of those required by the employee's job description at the date of hire.
- 7.10 Employees shall be paid at their regular hourly rate for attendance at mandatory training sessions.
- 7.11 Employees are prohibited from using personal electronic communications devices during the workday except in emergency situations. This would include, but not be limited to, cell phones, pagers, beepers, and personal recording devices (walkman; I-pod and other similar devices).
- 7.12 Regular route bus drivers will be paid the current federal mileage rate per mile while driving trips over 50 miles one way with \$20.00 per hour layover time not exceeding 15 hours of layover time per day. Hourly and layover time will not be paid simultaneously. Regular route bus drivers must not drive more than ten (10) hours in a fifteen (15) hour period. Each fifteen (15) hour period shall be followed by a ten (10) hour rest period. The District shall reimburse regular route bus drivers for all meals and lodging incurred for activity trips at the State of Nevada per diem daily rate based on submission and approval of receipts by the Transportation Director. Regular route bus drivers will be paid at their regular hourly rate for fifteen (15) minutes pre-inspection and fifteen (15) minutes post-inspection for trips. Any trip under 50 miles one way drivers will be paid at their regular hourly rate.
- 7.13 School employees and substitute employees must follow the School Bus Driver's Handbook approved by the Board of Trustees. Any changes to the Handbook covering mandatory subjects of bargaining listed in NRS 288.150(2) will be negotiated with the Association prior to implementation and approval by the Board of Trustees.
- 7.14 Of the regular route bus drivers who qualify and wish to drive for any activity, a rotation system will be followed so as to assure each regular route driver an equal opportunity.
- 7.15 Regular route bus drivers will be paid their regular hourly rate for driving regular routes, attending first aid classes or other required training and monthly staff meetings excluding activity trips which are paid pursuant to Section 7.12.
- 7.16 If a regular route becomes available, a regular route bus driver may request a transfer to the regular route. Regular routes will be established by the Superintendent or designee upon recommendation by the Transportation Director and classed as a permanent or

temporary extra regular route. Permanent extra routes will be considered a regular route and paid as a regular route. Nothing herein prevents the District from cancelling or combining regular routes due to emergencies or number of pupils served by regular route(s).

- 7.17 Regular route bus drivers will be paid an additional pay up to thirty (30) minutes per day for washing, cleaning, sweeping busses, gathering of keys, radios, phone, supplies, communications and paperwork where task(s) actually performed and approved on time sheet by the Transportation Director. The thirty (30) minutes per day may be extended with prior written approval of the Transportation Director.
- 7.18 Regular route bus drivers will be paid their regular hourly rate for and reimbursed for cost of obtaining or renewing Nevada Commercial Driver's License, provided it was obtained within six (6) months of commencing employment or during employment with the District. The District shall reimburse the cost of required physical examinations for Nevada school bus drivers for the Nevada Commercial Driver's License for current employees or new hires working more than 6 consecutive months for the District. Payment will be made at the first pay period following completion of the training and submission of receipts and being hired as a regular route bus driver. Should the regular route bus driver resign or be terminated within the employee's probationary period, the amount paid for training shall be deducted from the last paycheck.
- 7.19 Paraprofessionals assigned to the library will be allowed forty (40) total hours library preparation time to be used at the employee's discretion prior to the start of the school year and/or after the end of the school year, verified by a time sheet signed by their building principal, and paid at a rate of \$15 per hour. This work will be performed during August and/or June, outside the school calendar or contract year. Time worked associated with library preparation will be pay recorded in the pay period in which it is worked, and paid in accordance with the District's standard payroll practices. The additional hours outside the contract year are at the Paraprofessional's discretion and are in no way mandatory. The library is to remain open and fully operational for student and staff use beginning the first day of the school year through the last day of the school year.

ARTICLE 8 – HOLIDAYS

- 8.1 The District observes holidays listed in NRS 236.015. If an observed holiday falls on an employee's regularly scheduled workday it will be paid. Additionally, if a holiday falls on a weekend, but is observed on an employee's regular work-day, the observed holiday shall be paid. On a holiday or holiday observation date, an employee will be paid for each hour of his or her regularly scheduled work day at his or her regular rate of pay. Paid holiday hours are not considered time worked for overtime purposes.
- 8.2 Holidays occurring during an employee's vacation period shall not be counted as vacation.
- 8.3 Employees required by the Superintendent or designee to work on a holiday listed in NRS 281.015 will be paid for a minimum of two (2) hours worked, regardless of the length

of the employee's workday on the holiday. All hours worked on a holiday, as designated herein, will be paid at one and one half times the employee's regular hourly rate.

ARTICLE 9 – VACATION

9.1 Vacation Leave (12 Month Employees)

1. Regularly employed, full time employees, excluding employees scheduled to work less than 12 months per year, shall accrue vacation at a rate of 6.67 hours per month beginning with the first month of employment (2 weeks).
2. Regularly employed, full time employees, excluding employees scheduled to work less than 12 months per year, shall accrue vacation at the rate of 10 hours per month beginning with the first full month of employment after five (5) years of continuous service (3 weeks).
3. Regularly employed, full time employees, excluding employees scheduled to work less than 12 month per year, shall accrue vacation at the rate of 13.33 hours per month beginning with the first full month of employment after ten (10) years of continuous service (4 weeks).
4. Regularly employed, full time employees, excluding employees scheduled to work less than 12 months per year, may accumulate 40 hours of annual leave per year, annual leave may accrue from year to year not to exceed 200 hours.
5. Except in the case of an emergency, leave requests must be submitted to the employee's direct supervisor at least seven (7) days prior to the proposed commencement of vacation leave time.
6. Vacation taken while school is in session will be limited to one (1) workweek consecutively unless approved by the Superintendent.

ARTICLE 10 – SICK LEAVE

10.1 Employees will be credited 112.5 hours of sick leave prorated over the school year. Unused sick leave will continue to be carried over and added to the employee's sick leave balance up to a maximum of 1,350 hours. Sick leave accrual will cease when the employee's sick leave balance reaches 1,350 hours.

1. Sick leave is for use in those situations where an employee is unavoidably absent because of personal illness, temporary disability, or accident, or because of medical/dental appointments, or because of personal illness, temporary disability, accident, or medical/dental appointment related to a member of the employee's immediate family which renders the employee unavoidably absent because they must care for the family member. For purposes of this agreement, "immediate family" is defined as parent (including the parent of a spouse), spouse, or child. Extended or reoccurring illness may require a physician's statement if requested by the immediate supervisor.

- 10.2 Upon separation from employment (resignation or layoff or PERS retirement not a disciplinary termination) a classified employee will be compensated at \$5.15 per hour to a maximum of 1350 accumulated hours of unused sick leave. In the event of an employee's death the benefit in this paragraph will be paid to the employee's estate or other specified beneficiary.
- 10.3 This article applies to employees covered by this Agreement.
- 10.4 As an incentive to help reduce sick leave abuse and increase the number of days support staff are on the job,, a stipend will be paid as follows:

Sick Days Used	12 Month Employees	School Calendar Employees
0	\$425.00	\$280.50
1	\$300.00	\$198.00
2	\$175.00	\$115.00

ARTICLE 11 – FMLA LEAVE

- 11.1 Family and medical leave will be granted in accordance with Federal Family and Medical Leave Act with any FMLA leave served concurrent with paid sick and vacation leave taken to maintain paid status.

ARTICLE 12 – BEREAVEMENT LEAVE

- 12.1 Each Member shall be granted up to one workweek of bereavement leave at full salary for a death in the immediate family. Additional days of bereavement leave may be granted upon approval of the Superintendent.
- 12.2 Requests for up to two (2) days bereavement leave for persons other than immediate family are subject to approval by the Superintendent.

ARTICLE 13 – ON-THE-JOB INJURY

- 13.1 The District follows NRS Chapter 616/617 for work related injuries and illnesses. Employee may use accrued sick and vacation leave to supplement workers compensation salary benefits.

ARTICLE 14 – LEAVE OF ABSENCE

- 14.1 The Superintendent may approve leaves of absence without pay up to thirty (30) calendar days. Upon receipt of a request for an extended leave of absence, the Superintendent, at his/her discretion based on the circumstances presented by the Member, may from time to time approve extended unpaid leaves of absence. Leaves of absence will be granted on a case by case basis, and are not precedent setting. When seeking an extended leave of absence under the ADA or other state or federal law, the employee is required to engage in

the interactive process with the District to determine, what if anything the District can do to assist the employee in returning to work with or without reasonable accommodation. Challenge's to the District's decision regarding a leave of absence or reasonable accommodation are governed by the Grievance Procedure set out here, and not subject to venue in a judicial forum.

ARTICLE 15 – MILITARY LEAVE

- 15.1 Military leave will be granted as provided in NRS 281.145 and District policy.
- 15.2 Any employee who is an active member of the Nevada National Guard or is an active member of any reserve component of the United States Armed Forces shall be relieved from his/her duties upon request to serve under orders on training duty without loss of his/her regular compensation for a period of not to exceed fifteen (15) working days in any calendar year. Any such absence shall not be deducted from the employee's accrued vacation.
- 15.3 In addition each regular employee shall receive seniority, or anniversary date benefits in compliance with any federal laws and court cases pertaining to military service or service due to any National Guard or Armed Forces Reserve duty.
- 15.4 No employee shall be denied promotion or adversely affected in his/her position due to serving in the National Guard or Armed Forces Reserve.

ARTICLE 16 – COURT LEAVE AND JURY DUTY

- 16.1 When a classified employee is subpoenaed to testify in a case in which s/he is not a party or is summoned to serve on a jury, s/he will be granted leave when such subpoena or summons is presented. During any such absence, an employee will be entitled to receive his/her regular salary and benefits s/he would normally receive.
 - 1. Upon completion of jury/court witness service, employees will forward any compensation received from the court or other party to the District. Employees may keep reimbursement received for out-of-pocket expenses such as meals, mileage, and lodging, unless the District has paid or reimbursed the employee for the expenses.

ARTICLE 17– PERSONAL LEAVE

- 17.1 Upon completion of one (1) year of service and with the approval of the employee's immediate supervisor, classified employees covered under this Agreement may use up to nine (9) hours of personal leave per fiscal year (July 1 to June 30) to conduct personal business, employees may convert up to eighteen (18) hours of accrued and unused sick leave per fiscal year (July 1 to June 30) to conduct personal business. Employees must maintain a sick leave balance of forty (40) hours to be eligible to use personal leave.

ARTICLE 18 – RETIREMENT

- 18.1 Employees shall be retired from employment with the District in accordance with the provisions of NRS Chapter 286. The District agrees to pay the employee’s retirement contribution, including any increases required by state law which occur during the term of this Agreement. Payment of increase in employee retirement contributions shall be considered in lieu of an equivalent salary increase.
- 18.2 All employees covered by this Agreement who work a minimum of 36 hours per week will receive PERS service credit in accordance with NRS Chapter 286.

ARTICLE 19 – SALARIES

19.1 Salary Increases:

1. For fiscal year 2024, July 1, 2023 – June 30, 2024, all employees covered under this Agreement will receive a salary increase equal to \$1,425.00. This increase will be effective the first pay period following July 1, 2023, and will be added to employee salaries effective June 30, 2023, as reflected on Appendix C. This increase be paid retroactively the first full pay period following approval of this Agreement by the District’s Board of Trustees.
2. For fiscal year 2025, July 1, 2024 – June 30, 2025, the Salary Schedules reflected on Appendix C will be amended to delete the first step of the salary schedule and add a new step 25 to the final step of the Salary Schedule. The new Salary Schedule will be reflected on Appendix D. Effective the first pay period following July 1, 2024, any employee subject to this Agreement will receive an additional step along the Salary Schedule in addition to any merit step they may be entitled to receive under this Agreement pursuant to Article 19.3.

19.2 SB 231 (2023) – Additional Salary for Fiscal Years 2024 and 2025

1. For the 2023-2025 biennium, the District will pursue additional funding if additional funding is available through Senate Bill 231 of the 2023 Legislative Session and the District has funds available to match any funding derived from Senate Bill 231. Any funds awarded to the District in connection with SB 231 for salaries and benefits will be applied to salary and benefits under this Agreement, as permitted by law. Any increase in salary and benefits provided under this provision in response to SB 231 will only be for the term of the 23-25 biennium and will sunset effective July 1, 2025, unless extended by the Nevada Legislature.
2. The District will report funds associated with SB 231 separately from salary increases provided under Article 19.1 as clarification for all parties. Funds will be applied, upon receipt consistent with District payroll policies, consistent with a successful subgrant award.

19.3 Annual Movement on Salary Step Schedule: Employees will move one (1) merit step per year for steps 1-15 set forth on salary schedule and one (1) merit/longevity step per five

(5) years for steps 15 and 20. Movement between steps is conditioned on the Member receiving a standard or better evaluation on the employee's annual performance evaluation not exceeding the top merit step on the applicable salary step schedule effective July 1st of each year.

1. Regular Route Bus Drivers and Food Service Workers will move to the next salary step after two (2) years in salary steps conditioned on standard or better on the employee's annual performance evaluation not exceeding the top step on the applicable salary schedule step effective July 1st of each year.

ARTICLE 20 – OVERTIME & COMPENSATORY TIME OFF

- 20.1 Overtime: Non-exempt employees actually working more than their regular scheduled work hours of 10-hours in any one (1) workday or more than 40-hours in the employee's seven (7) day work period shall be paid at the rate of one and one-half times the employee's regular (base) hourly rate. Lunch breaks and any paid and unpaid time off shall not be counted as hours actually worked for purposes of computing overtime compensation. Overtime not meeting the above requirements will be paid at the employee's straight time rate.
- 20.2 In lieu of overtime pay an employee may, with the approval of his/her immediate supervisor, be allowed to accrue and schedule compensatory time off at the rate earned in paragraph 20.1 (either straight time or time and one-half). Maximum accrual of compensatory time is eighty (80) hours. All accrued compensatory time off not used by June 30th shall be paid at the rate earned in paragraph 20.1 (either straight time or time and one-half).

ARTICLE 21 – HEALTH INSURANCE

21.1 District Health Insurance Benefit.

21.1.1 Definitions:

- (a) Lander County School District Health Insurance Plan(s) (the "Plan(s)"). The Plan(s) is/are the group health insurance plan or plans established by the Insurance Committee.
- (b) Lander County School District Insurance Committee (the "Committee"). The Committee is the body responsible for managing the Plans.
- (c) Plan Administrator. The Plan Administrator is the administrative body employed by the District to manage enrollment, the costs and claims incurred by the plans, and general administration of the Plans. The Plan Administrator reports enrollment, costs and claims incurred by the Plans, invoices the Plans to ensure costs and claims incurred within the Plans are paid by the District, and notifies the District of administrative matters.

- (d) Employee. An employee is a classified staff member employed by the Lander County School District.
- (e) Retiree. A Retiree is a retired Employee.
- (f) Dependent. A Dependent is a child or spouse, or other legally eligible individual as decided by the Committee, of an Employee or Retiree.
- (g) Monthly Employee Only Cost (the “MEOC”). The MEOC is the monthly cost of an individual employee’s enrollment in the Plan that the employee elects to participate in. The MEOC is determined by dividing the total costs and claims incurred by the individual employee’s elected Plan, as set out in the monthly report created based on the total costs and claims reported by the District Plan Administrator.
- (h) Overage(s). When a Plan’s MEOC exceeds the negotiated Maximum Contribution, that Plan is experiencing an overage. The difference between the MEOC and the Maximum Contribution per Employee is the amount of overage.
- (h) Regular Monthly Contribution. The Regular Monthly Contribution is the negotiated amount that the District will contribute on a monthly basis to the Plan(s) based on an employee’s Plan enrollment.
- (i) Maximum Monthly Contribution. The Maximum Monthly Contribution is the negotiated maximum amount that the District will contribution on a monthly basis to the Plans(s) based on an employee’s Plan enrollment. The District is only required to make the Maximum Monthly Contribution to the Plan(s) when a Plan’s MEOC exceeds the amount of the negotiated Regular Monthly Contribution.
- (j) Employee Contribution. An Employee Contribution is an amount established by the Committee which is deducted from employee paychecks to cover the cost of MEOC amounts that exceed the amount of the Maximum Monthly Contributions.
- (k) Insurance Fund (the “Fund”). The Fund is a budgetary fund established by the District to hold funding set aside for the purpose of paying claims and costs associated with Employee, Dependent, and Retiree participation in the Lander County School District Health Insurance Plan(s). Funding in the Fund will be reserved for healthcare uses as set forth in this Article.
- (l) PPO Plan. A PPO, or Preferred Provider Organization, Plan is a type of health insurance under which coverage is provided to participants through a network of selected health care providers, such as hospitals and physicians. Enrollees may seek care outside the network but pay a greater percentage of the cost of coverage than within the network. As used in this Article, the term PPO Plan refers to the District’s PPO Plan option.

- (m) HSA Plan. An HSA, or Health Savings Account, is a personal savings account that may be set up on behalf of an employee to cover healthcare costs. As used in this Article, the term HSA Plan refers to the District's HSA Plan option, a high deductible health insurance plan that allows an employee to establish an HSA account from which pre-tax funds may be used to cover qualifying medical costs and expenses.

21.1.2 The School District agrees to offer group health insurance coverage, within the terms and conditions of the current Lander County School District Health Insurance Plan(s) to all employees and their dependents.

21.1.3 Life Insurance.

The District agrees to pay life insurance for its employees.

21.1.4 Retiree Benefit.

Employees retired ("Retiree") from the District may purchase the above-referenced policies at the negotiated premium rates. At the time a Retiree, or a Retiree's Dependent, qualifies for Medicare, that Retiree and/or Dependent is no longer eligible to participate in the District's Insurance Plan(s).

21.1.5 Dependent and Retiree Premium Rates.

The premium rate for Dependent and Retiree coverage for participation in either the PPO or HSA Plan are set out in "Schedule C," and are subject to change from time to time at the direction, and sole discretion, of the Committee.

21.2 Plan Options.

The District will offer employees a choice for enrollment in a District sponsored health care plan covering medical, dental, vision, and term life insurance. During the annual open enrollment period, employees may choose to enroll in one of the following medical care plans offered by the District:

- (a) District regular group medical insurance plan (the "PPO Plan"), or
- (b) District high deductible medical insurance plan with a health savings account (the "HSA Plan").

21.3 District Insurance Fund

21.3.1 Administration of the Insurance Fund.

- (a) Establishing the Insurance Fund.

Effective the first full pay period following the execution of this Agreement, the District will establish an Insurance Fund. At that time, the District will

divide the Fund into two sub-funds, the PPO Fund and the HSA Fund (collectively the “Funds”). For example, the PPO sub-fund (the PPO Fund) will hold all contributions attributable to Employees, Dependents, and Retirees enrolled in the PPO Plan.

(b) Funding the Insurance Funds.

Effective the first full pay period following the execution of this Agreement, the District will fund the PPO and HSA Funds beginning on the first day of the month following the execution of the Agreement by the Board of Trustees. Funding for each Fund will be contributed by the District based on the number of Employees enrolled in the District’s PPO and HSA Plans on the day of funding. Additionally, the District will deposit all premium payments from Retirees and Employees related to Dependent and Retiree participation in the Plan in which they are enrolled. All Dependent and Retiree Premium payments will be deposited in the Fund associated with the Plan in which the Retiree or Employee is Enrolled.

(c) Interest and Income on Fund Balances.

All income and/or interest earned on funds within the PPO and HSA Funds will remain in the respective Fund. Every month, at the end of the month, the District will calculate the interest earned for each Fund based on the Fund’s ending fund balance that month and will attribute interest to the relevant Fund based on that month’s Nevada State Treasurer’s Local Government Investment Pool (“LGIP”) interest rate at that time. Interest attributable to each Fund in accordance with the calculation set forth herein will then be deposited in the respective Fund by the District.

(d) Monthly Fund Contribution Adjustment.

Each month, the District will adjust funding to correlate with the number of employees enrolled in the PPO and HSA Plans, adjusting its monthly contribution to reflect the number of Employees enrolled in each plan and the amount of the required contribution based on MEOC.

Where an Employee Contribution is received, the Employee Contribution will be deposited in the Fund associated with the Plan in which the Employee is enrolled.

(e) Fund Usage Restriction.

The District may not deduct funding from the Fund(s), except to repay costs and claims associated with Plan enrollment and usage and to repay District Premium Loans, as set out below, without prior consent from the Committee. The Funds may not be used for non-insurance related purposes such as augmenting other benefits, including wages.

21.3.2 District Premium Loans.

(a) When a Premium Loan May Be Issued.

Where the MEOC exceeds the District's Maximum Contribution for Employees in the PPO and/or HSA Plans, the Plan is considered to be experiencing "overages." The District may agree to loan the Fund funding to cover the difference between the actual monthly premium rate and the maximum contribution set out in Article XII. The District's decisions to provide, or not provide, a District Premium Loan and the amount of the Loan, and the number of months of overages the District agrees to cover with a Loan are discretionary, and not subject to grievance.

(b) Method for Replaying District Premium Loans.

District Premium Loans must be repaid to the District from the PPO and/or HSA Fund balance, whichever Fund experiences the MEOC related overage and requests a Loan. Payment against a District Premium Loan will be made in installments determined by the Insurance Committee. Premium Loan Payments must start within one year of the date that the Loan accrues, and a Premium Loan must be repaid in its entirety within six years of the date that the Loan accrues. A Premium Loan accrues on the date that the District agrees to pay a Plan's overages. The District will not charge interest against a Premium Loan.

(c) Costs and Claims Incurred in 2023:

The District agrees to cover all costs and claims incurred by the PPO and HSA plans between January 1, 2023, and December 31, 2023. This overage coverage will not be issued in the form of a District Premium Loan and is not required to be repaid. A cost and/or claim is incurred at the time of expenditure, not at the time a bill is received from the provider/pharmacy.

(d) Costs and Claims Incurred Between January 1, 2024, and March 30, 2024.

The District agrees to provide a Premium Loan to cover all costs and claims incurred by the PPO and HSA Plans between January 1, 2024, and March 30, 2024, that exceed the Maximum Contribution amounts contributed to the PPO and HSA Plans by the District for those months. This Premium Loan must be repaid in accordance with the terms of this Article. Repayment of the District's Premium Loan must begin within one year of the date that the loan accrues. The entire Premium Loan must be repaid within six years of the date that the loan accrues.

(e) Overages Incurred After March 30, 2024.

After March 30, 2024, should the MEOC for participation in the PPO and/or HSA Plans exceed the District's Regular Monthly Contribution, the Insurance Committee will convene within fourteen (14) calendar days of receiving notice of the overages from the District. At that time, the Insurance Committee will meet and determine a monthly Employee Contribution Amount that will be collected from employees, through a pre-tax payroll deduction, to cover overages in accordance with this Article. Employee contributions will be collected during the next pay period following the Committee's meeting to determine the amount of Employee Contribution required.

If a Plan experiences an overage after March 30, 2024, the Committee will immediately notify all Employees and Retirees enrolled in the Plan experiencing overages as follows: (1) their Plan is still experiencing overages, (2) the amount of the overage, (3) the Committee is meeting to determine an Employee Contribution that will be deducted from the Employee's paycheck following the meeting. Following the meeting, the Committee will immediately inform Employees and Retirees of the amount of the Employee Contribution established by the Committee.

21.3.3 Accounting.

- (a) The District will maintain separate accountings for its PPO and HSA Plans. Each month the Insurance Committee will be provided with a statement accounting for the following information concerning the funding for the PPO and HSA Plans: (1) the beginning balance of the respective plan's Fund; (2) the ending balance of the Fund; (3) all monies deposited into and withdrawn from the Fund; and (4) a statement concerning the Fund's health year over year.
- (b) Each month, the members of the Insurance Committee will be provided a monthly statement from the Plan(s) administrators outlining expenditures and contributions impacting the fund balance for the Plan(s) and recording those costs over the twelve (12) months immediately preceding the monthly statement. The statements and reports provided to the Committee should provide sufficient information for the Committee to understand the fiscal health of the Insurance Fund, but the statements and reports provided to the Committee must not contain personal identifying information for any Plan members.
- (c) Use of funds in the PPO and HSA Funds will be limited to costs associated with the District's Health Insurance Plans, including payments of benefits and fees, payment of ordinary and usual expenses associated with the operation of the Fund, including administration fees.

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21.4 District Contributions.

21.4.1 PPO Plan Enrollment.

The District agrees to contribute \$1,000.00 per month to the PPO Fund for every employee enrolled in the PPO Plan and will contribute up to a maximum \$1,200.00 per month to cover the MEOC when the cost of an Employee's monthly participation in the PPO Plan exceeds \$1,000.00.

21.4.2 HSA Plan Enrollment.

Alternatively, for employees enrolled in the District's HSA plan, the District will contribute \$700.00 per month to the HSA Fund for every employee enrolled in the HSA Plan, and up to a maximum amount of \$900.00 per month to cover the MEOC when the cost of a member's monthly participation in the HSA plan exceeds \$700.00. Employees enrolled in the HSA Plan may request pre-tax amounts be withheld from an Employee's regular paycheck and contributed toward their HSA account, up to the current federal limit.

21.4.3 Employee Contributions

(a) Addressing Overages.

i. *Level One Overages.*

A Level One Overage occurs when the MEOC associated with the PPO and/or the HSA plan(s), as determined by the cost/claim analysis provided by the District's Plan Administrator, exceed the District's Regular Monthly Contributions to the PPO and/or HSA Plan for a single month.

Effective January 1, 2024, when a Level One Overage Occurs, the Insurance Committee will meet within fourteen (14) calendar days of receiving notice of the overage(s). At that time, the Committee will discuss the health of the Funds, in particular the health of the Fund(s) encountering the overages, the aggregate amount of overages for that period, and the reason(s) for the overages.

ii. *Level Two Overages.*

A Level Two Overage occurs where the MEOC associated with the PPO and/or HSA plan(s), as determined by the cost/claim analysis provided by the relevant Plan Administrator (i) exceed the Regular Monthly Contribution for the PPO and/or HSA Plans(s) for two months within a four-month period, or (ii) exceed the District's Maximum Monthly Contribution for the PPO and/or HSA Plan(s) during a single month.

Effective January 1, 2024, when a Level Two Overage occurs, the Insurance Committee will meet within fourteen (14) calendar days of notification of the overage by the District. During this meeting, the Committee will discuss the health of the subject Fund(s) and options for preventing further overages. At that time, the Committee will discuss options for possible Employee

Contributions to cover future MEOC overages and possible means of reducing costs and claims associated with the Plan in question, including a change to the benefits provided under the plan. Following the Committee meeting, the Committee will notify District employees of the overage(s), possible benefit impacts, and amount of a potential Employee Contribution if the overages continue.

iii. Level Three Overages.

A Level Three Overage occurs when the MEOC associated with the PPO and/or HSA Plan(s), as determined by the cost/claim analysis provided by the relevant Plan Administrator, (i) exceed the District's Regular Monthly Contributions to the PPO and/or HSA Plan(s) for three months during a six-month period, or (ii) exceed the District's Maximum Monthly Contribution for two months in a four-month period.

Effective January 1, 2024, when a Level Three Overage occurs, the Insurance Committee will meet within fourteen (14) calendar days of notification of the overage by the District to discuss the health of the subject fund(s). During this meeting, the Committee will discuss options for possible Employee Contributions to cover future premium rate overages and possible means of reducing costs and claims associated with the Plan in question, including a change to the benefits provided under the plan. During the meeting, the Committee will determine an Employee Contribution amount reasonably calculated to address the overages and to establish plan fund health, as set out in Subsection (b) below, and will alert the members' respective organizations, including members of the Association, in writing, that an Employee Contribution will be deducted out of the paychecks of the members participating in the plan experiencing overages.

Deductions may begin in the pay period following the issuance of the notice, but not less than 14 calendar days after the notice is issue, whichever period is longer.

The Committee has the authority to direct the District to assess any required deduction of the Employee Contribution determined by the Committee to be deducted from employee paychecks. Such decisions and the following deductions are not subject to grievance.

Through December 31, 2024, the District will match any Employee Contributions required by the Committee.

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(b) Plan Health and Committee Obligations.

It is incumbent on the Insurance Committee to establish a healthy Fund balance to cover overages, to pay back District Premium Loans in a timely manner, and to respond quickly to plan usage trends that will likely lead to the need for the Committee to implement Employee Contributions. A healthy Fund balance is equivalent to six months of Regular Monthly Contributions from the District, looking at the six months immediately preceding the meeting.

If either the PPO or the HSA plan fund drops below this threshold, the Committee has the authority to assess monthly Employee Contributions and must assess Employee Contribution(s) and order payroll deductions consistent with Employee Contribution(s) that are reasonably calculated to return the subject plan fund to the appropriate six-month threshold. While the amount of Employee Contributions, and the related payroll deductions, may be adjusted over time to conform with the subject Plan's needs and health, Employee Contribution amounts and related deductions must remain consistent until the subject plan reaches a healthy Plan balance, as set out herein.

21.4.4 Part-Time Benefit.

Employees working less than a full-time schedule may participate in the District's Health Insurance Plan. The District's Employee Contribution for employees working less than a full-time schedule will be prorated based on the number of hours the employee regularly works in a workweek, based on a full-time, nine (9) hour schedule. The remainder of the Regular or Max Contribution being contributed to the applicable Plan Fund will be paid by the Employee working less than a full-time schedule. Any Employee Contributions for any MEOC overages will be paid by the Employees in accordance with their existing pro-rated formula.

21.4.5 Unpaid Leaves of Absence.

Employees on unpaid administrative leave, or an unpaid leave of absence may elect to remain enrolled in the medical insurance plan, but will contribute the full monthly premium, based on the MEOC articulated in the Plan Administrator's claims and cost analysis during the period that the employee remains on an unpaid leave status, but not less than the District's negotiated Regular Monthly Contribution, which may vary from month to month. This provision does not apply to employees on Family Medical Leave Act leave. Employee contributions under Article 21.4.5 are not considered disciplinary.

21.5 The District Insurance Committee.

The District and the Association Agree to establish an Insurance Committee composed of one Board Member, four Lander County Classroom Teachers' Association members appointed by the Teachers' Association President, one administrator, the Classified Employee President, or his/her/their designee, and one retiree appointed by the Association.

- 21.5.1 The Committee is authorized to investigate and review the welfare of the Insurance Fund, establish Plans, determine plan benefits, including implementing modifications (including adjustments in premiums and changes to benefits), determine and assess Employee Contributions, and decisions concerning Stop-Loss Providers. The Committee's decisions / actions are binding on the parties and are not subject to grievance.
- 21.5.2 Any changes to the District's contributions are subject to mandatory bargaining and shall be negotiated by the District and the Association.
- 21.5.3 The insurance committee shall have the power to convene a special meeting. The Superintendent or Association President may call for a meeting of the Committee.
- 21.5.4 The Plan fiduciary (Superintendent) shall call meetings of the Committee at any time he/she believes it prudent to meet. However, the Committee will meet at least once a quarter.
- 21.5.5 All members of the Committee agree to work together, in good faith, to establish a plan that is cost effective and provides appropriate coverage and benefits for employees enrolled in the District's Healthcare Plans.
- 21.5.6 Committee members may request the attendance of representatives and experts at Committee Meetings. Requests must be made in writing at least three days ahead of the Meeting. No request is necessary for the attendance of the Insurance Broker. No reasonable request will be denied. If an objectional invitation is offered, the Committee will vote on whether that person can attend the meeting.
- 21.6.6 The Committee will establish rules for operation and administration of its Meetings. The Committee will elect a secretary to maintain records of the Committee Meetings.
- 21.6 The District agrees to provide pre-tax payroll deduction for Employee Contributions under this Article, if any are assessed by the Committee.
- 21.7 The District agrees to provide reasonable record keeping and/or verification of employment which may be required of the insurance carrier.
- 21.8 The Committee may, at its discretion, institute a wellness program that incentivizes wellness and fitness habits. The basis for providing incentives and the incentives provided under the Committee's wellness program shall be determined at the Committee's sole discretion. Participation in the Committee's wellness program is at the discretion of the employee. Funding for, including costs related to, any such wellness program will be deducted from the Insurance Fund based on the relevant employee's plan enrollment.

ARTICLE 22
VACANCIES & INVOLUNTARY TRANSFERS

22.1 Involuntary Transfers

1. Involuntary transfers within the District shall be considered in the spirit of providing the best possible education for students and may be at the direction of the Superintendent or a site administrator.
2. Before involuntarily transferring a Member, the District will first seek out volunteers:
 - a. If there are no volunteers, the least senior staff member in the impacted classification, who is qualified for the position, will be assigned the position.
 - b. If only one volunteer; the transfer will be approved
 - c. If there is more than one volunteer, experience in the subject area/grade level shall be used to determine the best candidate for the reassignment.

If the involuntary transfer requires the employee to move classrooms or offices outside of the regular contract day, the District will help with the move.

NOTE: When an involuntary transfer occurs, the principal and the employee will cooperatively work together to allow enough preparation time for the new assignment.

22.2 Involuntary Reassignment

1. A school administrator and/or the Superintendent may reassign staff members to different buildings or locations based on the needs of the District. Reassignment shall always be considered in providing the best possible education for students and shall not be punitive in nature. Involuntary reassignment will not be punitive in nature.
2. Reassignment at each school site shall be the responsibility of the site administrator based on the needs of the school and students.
3. If the reassignment is involuntary and requires the employee to move classrooms or offices outside of the regular contract day, the District will help with the move.

22.3 Vacancies

1. The District encourages employees to apply for vacancies and promotional opportunities for which they are qualified. Promotions and filling vacancies will be based on the ability, qualifications, and potential of the candidates for the

positions. Employees interested in promotions and vacancies should contact their administrator or supervisor, expressing their interest, in writing, in the position. Selection decisions will be consistent with the District's policy on Appointment of Classified Personnel.

- a. Vacancies of bargaining unit classifications will be posted in the school sites for five (5) working days inside the District prior to posting outside the District. Vacancies will also be posted on District website and e-mailed to all bargaining unit employees.

ARTICLE 23 – DISTRICT POLICIES, WORKING RULES AND SAFETY

- 23.1 District policies not in conflict with this Agreement are incorporated herein by this reference.
- 23.2 Work rules involving mandatory subjects of bargaining as listed in NRS 288.150(2) will be negotiated with the Association prior to implementation.
- 23.3 An employee shall immediately report to his/her immediate supervisor any unsafe working condition. District safety policies are incorporated into this agreement. Additionally, the Lander County School District will not direct any employee to perform a duty that violates a health and/or safety guideline established by the Nevada State Occupational Safety and Health Administration (OSHA) or the provisions of NRS Chapter 392
- 23.4 Up to three (3) employees will be granted paid release time to participate in negotiations on behalf of the Association.

ARTICLE 24 – GRIEVANCE AND ARBITRATION PROCEDURE

24.1 Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems that may arise affecting employees. Both parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure.
2. Both parties encourage employees to resolve their problems with their immediate supervisors whenever possible. The provisions of this article are not intended to preclude an employee from informally discussing a problem with his or her immediate supervisor prior to filing a formal grievance. Such informal discussions are not a part of the formal grievance procedure.

24.2 Informal Discussion

1. The Association and the District encourage employees covered by this Agreement to resolve their problems/grievances at the earliest possible opportunity and at the most informal level possible. This provision does not preclude an employee with a potential grievance from resolving their concern using the formal process set out in

this Article. The goal for this provision is to encourage an employee with a potential grievance to discuss the matter informally with their supervisor in hopes that a resolution may be reached at the lowest possible level and as early as possible.

2. If an employee requests an informal discussion with his/her/their immediate supervisor in accordance with Article 24.2, a discussion must be held within four (4) business days, or as soon thereafter as practicable – depending on the situation. The employee may be represented at this meeting.
3. Where informal discussions seeking to resolve a matter have begun, the parties may agree, in writing, to extend the employee’s time to submit his/her/their grievance. This agreement will state the agreed on date that any resulting grievance must be submitted.

24.3 Formal Procedure

1. Definitions:
 - a. A grievance is defined as any dispute which arises regarding the interpretation, application, or alleged violation of any provision of this agreement. This includes an express waiver for an employee covered under this Agreement to bring claims alleging violations of federal or state law, including allegations that the District violated the FMLA, the FLSA, Title VII of the Civil Rights Act, the ADEA, the ADA, their federal constitutional rights, or any other individual right based on a federal statute which is not subject to waiver of federal jurisdiction in favor of the binding arbitration agreement contained in this Grievance Procedure, as the Grievance Procedure is intended to be the parties’ universal method of resolving disputes related to the interpretation and application of the terms of this agreement, including disputes related to a member’s employment with the District.
 - b. The term “day” when used in this article is defined as a working school day. When a grievance is submitted on or after June 1, time limits shall consist of all weekdays, so that the matter may be resolved before the close of the school term or as soon as possible thereafter.
 - c. Grievant is the Association or post-probationary employee(s) covered by this Agreement.
 - d. District includes immediate supervisor, Superintendent or Board of Trustees.
 - e. If in the judgment of the Association, a grievance affects a group of employees or the Association, the Association may initiate and submit each grievance in writing to the Superintendent directly, and the processing of such grievance will be commenced at Level Two. The Association may process such a grievance through all levels of the procedure, even though

there is no individual grievant who wishes to do so. Grievances involving more than one supervisor and grievances involving the administration above the building level may be filed by the Association at Level Two. In matters dealing with alleged violation of Association rights, the grievance shall be initiated at Level Two.

2. Level One - Immediate Supervisor

- a. The Grievant shall file a written grievance with the immediate supervisor within sixteen (16) days after grievant's knowledge of the grievance or the facts giving rise to the grievance specifying exactly which provision(s) of this Agreement have allegedly been violated including the factual basis for the alleged violation(s) and the remedy sought. The upholding of a grievance at this level is subject to the approval of the Superintendent.
- b. The immediate supervisor shall meet with the grievant and representative(s) of the Association within eight (8) days of receipt of the grievance to discuss the grievance, and shall respond in writing to the grievant, the Association, and the Superintendent within eight (8) days following the Level One meeting.
- c. In the event that the grievance is regarding a dismissal, demotion, or suspension the matter shall be appealed directly to Level Two within the time frames and in accordance with the procedures set forth in Level One for bringing a grievance.

3. Level Two – Superintendent

- a. If the grievant is not satisfied with the disposition of the grievance by the Immediate Supervisor, the grievant may within eight (8) days of receipt of the written answer from the immediate supervisor, submit the grievance in writing to the Superintendent. The Superintendent or designee shall meet with the grievant and the immediate supervisor within sixteen (16) days of receipt of the notice moving the grievance to Level Two and shall submit a written answer to the grievant within eight (8) days after the completion of the Level Two meeting.

4. Level Three – Mediation

- a. If the aggrieved party is not satisfied with the disposition of the grievance at Level 3, Superintendent Level, then the parties may mutually agree to present the grievance to federal mediation within eight (8) days after the Superintendent issues his or her Level 2 Response.
- b. The Superintendent must respond to a grievance request for mediation within four (4) days.

- c. A mediator will be obtained from the Federal Mediation and Conciliation Service (FMCS).
- d. The mediator shall confer with the Superintendent or designee and the Association, and hold the hearing promptly. If the meeting is unable to be held within 20 calendar days, the Association has the option of moving the grievance to the next level.
- e. Nothing said or done by the parties during the mediation hearing can be used against them during the arbitration proceedings unless mutually agreed to by the parties.
- f. If no solution is reached to the satisfaction of both the Association and the District, the grievance and all information collected and prepared at Levels 1-2 shall be submitted to the next level.

5. Level Four - Arbitration

- a. If the grievant is not satisfied with the disposition of the grievance by the Superintendent, the grievant may within eight (8) days after receipt of the written answer from the Superintendent, submit the grievance to arbitration by serving written notice of intent to arbitrate on the Superintendent.
- b. In the event the grievance is appealed to arbitration the designated representatives of the District and the Association shall meet within eight (8) days of the filing of requesting arbitration at Level Four and will attempt to jointly select an arbitrator to hear and decide the dispute.
- c. If the parties are unable to agree on an arbitrator, either party may request the Federal Mediation and Conciliation Service (FMCS) to furnish a list of seven arbitrators under its Voluntary Labor Arbitration Rules. Within ten (10) calendar days of receipt of the list, each party shall alternately strike names from the list, and the remaining name shall be the arbitrator. Determination of which party strikes first shall be determined by a coin toss. The parties shall equally split any administrative fees assessed by FMCS in providing the list.
- d. Arbitration shall comply with the AAA arbitration rules. All hearings held by the arbitrator shall be closed sessions. No party associated with the arbitration shall comment outside the arbitration itself until the arbitrator renders a decision.
- e. The arbitrator shall not have the authority to modify, amend, alter, add to, or delete from any provision of this Agreement. An arbitrator in the absence of the expressed written agreement by both parties shall have no authority to rule on any dispute between the parties other than the dispute that was originally processed. The arbitrator's decision will be final and binding on

all parties to this Agreement and will be in accordance with the terms and conditions of this Agreement.

- f. The arbitrator's decision shall be submitted in writing to both parties within thirty (30) days of the closing of the record and shall be final and binding on the parties to this agreement except as provided in NRS Chapter 38. However, the parties may mutually agree to extend the time frame in which the arbitrator may submit his/her decision.
- g. Costs for the arbitrator, a transcript of the hearing, rental of facilities and any other fee deemed necessary for the conduct of the hearing shall be split equally between the parties. Costs of preparation of the case, including the costs of calling witnesses, representatives and attorney fees, etc. shall be borne by the respective parties.

6. General Provisions

- a. The grievant may be represented by a representative of his choosing at any level of the grievance process. When the Association represents the grievant in any disciplinary action, communications from the District regarding the grievance shall be copied to the Association representative.
- b. No reprisal shall be taken by either the grievant, Association, or the Association's agents or the District, or the District's agents, against any participant in the grievance procedure, by reason of such participation.
- c. The District shall make all documents, except confidential attorney client privileged documents, that are relevant to any grievance available to the Association or employee upon receipt of a written request for information. Prior to the final disposition of the grievance all documents, communications and records dealing with the processing of grievances other than the document or action being grieved shall be filed separately from the personnel file(s) of the participants.
- d. Failure of the grievant to comply with the time frames in this Article shall cause the grievance to be forfeited. Failure of the District to timely respond to any grievance within the time frames in this Article shall cause the grievance to automatically be moved to the next step as if the grievance had been timely denied. The parties may agree in writing or by e-mail to extend, decrease or otherwise modify any required time frames.
- e. The grievance procedure is the sole remedy for any grievance.
- f. If joint meetings or hearings are called by the District or Arbitrator during school hours, no aggrieved party or his/her employee representative shall be subject to a salary deduction because of attending such meetings or hearings.

- g. The filing of a grievance does not stay or postpone the action taken by the District which is the basis or ground of the grievance.
- h. Probationary employees are excluded from application of this article.
- i. Should the investigation or processing of any grievance require that an employee or an Association representative be released from his/her regular assignment, they shall be released with no loss of benefit in accordance with the following: One (1) employee Association representative will be released for the duration of each arbitration hearing to act as spokesperson and present the grievance. *The Association will reimburse the District the full cost of employee and Association representative salaries for release time under this section unless the District schedules meetings during work hours.*

ARTICLE 25 – DISCIPLINE/DISCHARGE

- 25.1 No post-probationary employee covered by this agreement shall be disciplined, suspended, terminated, or demoted without just cause and without the reasons for such disciplinary actions being specified in writing to the employee and the Association.
- 25.2 The Association recognizes that employees may be disciplined, up to and including termination, for engaging in the conduct consistent with they list of misconduct set out in NRS 391.750(1). However, the Parties agree that this list is not exclusive, and other conduct such as: abuse leaves, chronic tardiness and/or absences, insubordination, willful deficiencies in professional performance, or other violations of statute, policy, directives, or guidelines applicable to staff performance and/or conduct by a Member may result in disciplinary action, up to and including termination. . . The severity of disciplinary action will be based on the severity of the misconduct, as determined by the District, and any such action will be at the discretion of the District. The District will apply progressive discipline in accordance with the progressive discipline guidelines set out below:
- 25.3 Progressive Discipline Process:
 - 1. Progressive disciplinary action is designed to provide a fair and structured way for employees to improve their job performances and/or behaviors which do not meet the standards or demands of their positions, and to provide a system for fair and equitable treatment of all employees.
 - a. The District will, through a progressive discipline system, give employees the opportunity to improve their job performances and/or behaviors which do not meet the standards or demands of their positions. The goal of the corrective discipline system is to correct or improve unsatisfactory performance/behavior and the measures utilized will be commensurate with the deficiency or behavior being corrected, where appropriate.

- b. The District, at its discretion, may issue discipline at any level of the framework set out in this provision, in response to the severity of the performance and/or behavioral matter at issue.
- c. If disciplinary action is deemed necessary, the District will follow the steps of progressive discipline set out below, unless, at its determination, heightened disciplinary action is warranted:

(1) Verbal Warning:

A verbal warning is given to the employee for the first occurrence of a minor offense. A verbal warning is administered by the employee's immediate supervisor. Written documentation of the verbal warning will be placed in the employee's file for one calendar year from the date of the warning. After one-year documentation for the verbal warning will be removed from the employee's file.

(2) Written Reprimand:

A written reprimand is typically given after repeated instances of minor offenses. The reprimand is administered by the employee's immediate supervisor. It states the nature of the offense and specifies any future disciplinary action which will be taken against the employee if the offense is repeated within a specified time limit.

Where the District finds that a Member's conduct or behavior warrants this level of disciplinary action, the District may issue a written reprimand without issuing a verbal reprimand as set out in this provision.

The employee is required to read and sign the formal reprimand. He/she has the right to appeal this matter to the Superintendent, or his/her designee. Written reprimands are not subject to grievance under this Agreement.

(3) Suspension Without Pay:

If, despite previous warnings or reprimands, an employee still fails to reach the required standards in the specified time frame, the employee may be suspended without pay. While suspended, the employee is barred from working for the period of time set out in his/her suspension, and his/her pay is reduced accordingly.

The length of a suspension-without-pay may range from one (1) to sixteen (16) days. The employee is required to read and sign the formal disciplinary decision.

(4) Termination:

Where a member will be suspended sixteen (16) or more days during one school year, a decision to terminate employment may be made.

The employee is required to sign the disciplinary decision.

- d. Signatures on disciplinary documents indicate the employee has received a copy of the document and does not indicate they agree with the disciplinary decision.

ARTICLE 26 – PERSONNEL FILES

- 26.1 The District shall maintain, for official school district purposes, one official personnel file for each employee. This file shall be kept under conditions that insure its integrity and safekeeping. No disciplinary document shall be placed into the personnel file without first being presented and copied to the employee and securing the employee's signature or refusal to sign for receipt thereof.
- 26.2 Upon written request an employee has the right to examine and copy his or her personnel file at the District office. An employee may submit a written response to any material placed in the personnel file and the response shall remain attached to the document to which the response is made for as long as the document remains in the personnel file.

ARTICLE 27 – SENIORITY, REDUCTION IN FORCE, RECALL

- 27.1 Seniority shall be an employee's length of continuous service within the employee's job classification and begins the date of hire as a classified employee with the District. In the case of a break in service (termination, resignation) seniority will commence with the rehire date or return to work date, whichever is the later date.
 1. In the event two or more employees in the same classification have the same seniority, the following determination of seniority will take place: date of hire, date of application, draw lots.
 2. Any resignation or termination of employment shall constitute a "break" in seniority. For the purpose of classified employee reduction, seniority shall be computed from the first working day subsequent to the most recent break in service, if any.
- 27.2 Within thirty (30) calendar days of ratification and approval of this Agreement the District shall memorialize in writing the existing seniority list by date of hire of those existing employees in the bargaining unit within the employee's job classification. The employee with the greatest seniority shall be listed first. The seniority list will be updated in September of each year and prior to any personnel action based upon the seniority list. Copies of the list shall be posted on the Association bulletin board at each work site. Seniority in a job classification will only be the time actually employed in that job

classification. Any disagreements regarding the list will be resolved under the negotiated grievance procedure.

- 27.3 The District may lay off or reduce in force bargaining unit employees within specific attendance areas (Battle Mountain and Austin) for lack of work, decrease in enrollment, lack of funds, or district-wide or departmental reorganization.
- 27.4 In the event it becomes necessary to lay off or reduce in force bargaining unit employees the District shall lay off employees in the affected job classification(s) based on the employees' specialty or expertise and seniority with the District and seniority within the employee's attendance area. Where employees are otherwise equally qualified as determined by the District the employee with the least seniority in the attendance area will be laid off first. Except as provided below there will be no displacement of less senior employees in job classification(s) not affected by the reduction in force.
1. Employees being laid off may displace less senior employees in other classifications for which they are qualified including required certifications if the employee previously held the position in good standing through the successful completion of probationary period in the District.
- 27.5 The District will provide the Association and affected employees at least 30 (thirty) calendar days written notice prior to the effective date of any layoff or reduction in force.
- 27.6 The District agrees to meet and consult with the Association prior to a RIF, and shall make available to the Association all relevant information giving reasons for the RIF upon written request.
- 27.7 The District will establish a recall list of laid off employees which will be effective for 12 calendar months from the effective date of the lay off. Laid off employees will be sent vacancy announcements for bargaining unit positions for a period of 365 calendar days from the effective date of the lay off, and will be rehired if the former employee remains otherwise qualified for the position and was not involved in any misconduct during the layoff that would otherwise disqualify any applicant from consideration. The former employee will keep the district advised of his/her current address. Laid off employees who remain otherwise qualified for their former position shall be recalled in order of seniority to vacant positions in the classification that was laid off.
- 27.8 Employees recalled under this article to the employee's former job classification shall retain all seniority to the date of the lay off, wage/step and all other benefits accumulated (and not paid off) prior to the lay off.
- 27.9 Prior to implementation of a reduction in force pursuant to this Article, the District will provide an opportunity for the employees to voluntarily reduce in force under the terms of this Article.

ARTICLE 28 – SAVINGS CLAUSE AND AMENDING PROCEDURE

- 28.1 If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision will be deemed valid except to the extent expressly invalidated by the court, and all other provisions will continue in full force and effect. The parties shall immediately meet to negotiate regarding the invalidated language unless it would be unlawful to do so or the language does not involve a mandatory subject of bargaining.
- 28.2 It is intended that this Agreement sets forth the complete understanding of the parties regarding the matters included herein.
- 28.3 During the term of this Agreement specifically listed benefits contained in the Agreement will not be changed except by mutual written agreement.
- 28.4 Any agreement, alteration, understanding, waiver, or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made and signed in writing by all of the parties to this agreement and, if required, approved and implemented the Board of Trustees.

ARTICLE 29 – COMPLETE AGREEMENT

- 29.1 During the negotiations resulting in this Agreement, the District and Association acknowledge each had the unlimited right and opportunity afforded during the negotiations to make demands and proposals with respect to any mandatory subject of bargaining pursuant to NRS Chapter 288, decisions of the EMRB, and not removed by law from the areas of mandatory bargaining. This Agreement, therefore, contains entire understanding, undertaking, and agreement between the District and the Association and finally determines all matters of collective bargaining for its term. Changes to this Agreement, whether by addition, waiver, deletion, amendment or modification, must be executed by both the District and the Association and reduced to writing, except as referred to in Article 28 – Savings Clause and Amending Procedure. This language does not cut off the past practices existing between the parties related to the interpretation and application of the terms of this Agreement.

(This Section Intentionally Left Blank)

30.2 *The District may reopen the Agreement to address a "fiscal emergency" in accordance with the requirements of NRS 288.150(4).*

District

By: 

Date: 7/2/24

Sondra Torgerson, Board President

District

By: 

Date: 7/2/24

Russell Klein, Superintendent

Association

By: 

Date: 7/2/2024

Amber Goddard, President

Appendix A – Day/Hours Conversion

Job Category	Work Days	Work Hours	Vacation	Sick Leave	Total Days	Total Hours
School Administrative	220 days	1540	30 days/210 hrs.	15 days/112.5	250	1750
Maintenance	240 days 235 days 230 days	1920 1880 1840	1-5 yrs. = 10 days/80 hrs. 6-10 yrs. = 15 days/120 hrs.	15 days/112.5 hrs.	250	2000
Custodian	199 days 194 days 189 days	1791 1746 1701	1-5 yrs. = 10 days/80 hrs. 6-10 yrs. = 15 days/120 hrs. 11+ yrs. = 20 days/160 hrs.	15 days/112.5 hrs.	209	1871 1866 1861
Full Time Teacher Aide	146 days	1274	0	15 days/112.5 hrs.	146	1274
Bus Driver	144 days	576	0	0	144	576
Food Service Worker	149 days	472	0	0	149	472
***Workday column is used for hour conversion and calculation and does not necessarily relate to actual workdays						

Appendix B – Dues Deduction Form

Appendix C – Salary Schedules and Placement

Schedule C
LANDER COUNTY SCHOOL DISTRICT
GROUP INSURANCE APPENDIX

* Plan Benefits are subject to change from time to time at the direction and discretion of the Insurance Committee in accordance with Article XII, Plan costs set out in this Schedule are subject tot change annually at the direction and discretion of the Insurance Committee.

PPO Plan Premium

1 dependent	\$600 per month
2 dependents-	\$700 per month
3+ dependents-	\$800 per month

HSA Plan Premium

1 dependent	\$500 per month
2 dependents-	\$600 per month
3+ dependents-	\$700 per month

Retiree PPO Plan Premium
Without Medicare

The amount of the monthly premium attributable to a retiree \$1,063.00, and is subject to change a annually, notice in December of the year following the change, at the direction and discretion of the Insurance Committee, the cost of retiree participation in the District’s Insurance Plan is based on the MEOC as set out in Article XII herein and will not exceed the MEOC.

Retiree PPO Plan
Premium With Medicare

At the time a retiree qualifies for Medicare, a Retirees and Dependents are no longer eligible to participate in the District’s Insurance Plan.

Co-insurance for NPPO from is 60%

Mail order RX co-pay 90 day supply.....\$25 generic/\$65 brand formulary/\$80 brand non formulary

Retail RX co-pay.....\$15generic/\$50 brand formulary/\$65 brand non formulary

Dental coverage:

\$1750 per year/\$200 deductible

Term life:

for employees \$20,000/Retirees \$5000

\$1000 deductible per participant per calendar year for medical coverage Each participant will receive deductible for dependents excluding spouse or “significant other”. Each participant will receive 3 doctor visits at co-pay only which are not part of the 80/20 deductible.

PPO coinsurance 80% (district) 20% (participant) up to \$5000 in allowable charges per calendar year. Total out-of-pocket per participant is \$2000(\$1000 of allowable charges and \$1000 deductible).

Participant co-payments not subject to deductible or out-of-pocket expenses.

Diagnostic services.....\$25/per procedure
Emergency Room..... \$50/per visit does not apply if admitted to the hospital
Hospital Admission\$125/per admission

Outpatient basic charges subject to “basic surgical charges” (deductible and 80/20 copay)

The parties further agree that this amendment shall be effective the first full pay period following the execution of this memorandum of understanding, and that the revised language shall be incorporated into the successor agreement unless otherwise agreed upon by the parties