

NEGOTIATION AGREEMENT
BETWEEN
MINERAL COUNTY SCHOOL DISTRICT
AND THE
MINERAL COUNTY CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION
MCCSEA

2023-2024 SCHOOL YEAR
2024-2025 SCHOOL YEAR

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PREAMBLE

This agreement is made and entered into by and between the Mineral County School District, State of Nevada, hereinafter referred to as the "District" and the Mineral County Classified School Employees Association, Nevada Classified School Employees and Public Workers Association,

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

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

GENERAL SAVINGS CLAUSE

It is not the intent of either party hereto to violate any laws of the State of Nevada or of the United States. The parties agree that in the event any provisions of this Agreement are held by a court of competent jurisdiction to be in contravention of any such laws they will enter negotiation thereon at a time and date agreeable to both parties. The remainder of the agreement shall remain in full force and effect.

NOW THEREFORE IT IS AGREED:

ARTICLE I
DEFINITIONS

- 1-1 The term "Agreement" refers to the name of this document, being the "Negotiation Agreement between the Mineral County School District and the MCCSEA, NCSEAPWA".
- 1-2 The term "Association", as used in this Agreement, shall mean the Mineral County Classified School Employees Association (MCCSEA), Nevada Classified School Employees and Public Workers Association (NC APWA), known as the Employee Organization in NRS 288.
- 1-3 The term "NLRB" means the Local Government Employee-Management Relations Board as provided in NRS 288.
- 1-4 The term "Employer" refers to Mineral County School District throughout the use of this Agreement.
- 1-5 The term "classified employee", as used in this Agreement shall refer to all classified staff members eligible for membership in the MCCSEA, NC APWA.
- 1-6 Confidential Employee - Means an employee who provides administrative support to an employee who assists in the formulation, determination and effectuation of personnel policies or managerial policies concerning collective bargaining or supplemental bargaining. (based on NRS-288.170 and NRS 288.420)
- 1-7 The term "workdays" shall mean days the District Office is open for business. All other references (to days) in contract shall refer to calendar days.
- 1-8 Immediate Family - Defined as husband, wife, children, father, mother, sister, brother, mother in-law, father-in-law, foster parents, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step parents, half-brothers, half-sisters, adopted children, or any relative living in the immediate household.
- 1-9 The term "NRS 288", as used in this Agreement, shall refer to the Statutes of Nevada as revised by the Nevada Legislature, also known as the Local Government Employees-Relations Act.
- 1-10 Probationary employees may be terminated at any time during the probationary period with or without just cause. All new hires shall be subject to a 180-calendar day (6 months from hire date which will be the first day an employee works a scheduled shift).
- 1-11 Regular Full Time Employee - An employee who has met the probationary period, and works a regularly scheduled shift, totaling 20 or more hours in a week.

HES and Mineral County High School/JHS will each have one 12-month Secretary and one 10-month secretary. For schools operating on a five-day school week, the 10-month Secretary

will work 10 days prior to the first day of the school year and 10 days after the last day of school. For schools operating on a four-day school week, the 10-month Secretary will work 8 days prior to the first day of the school and 8 days after the last day of school. The 10-month secretaries will not work all scheduled in-service dates. The SES and MCSD Cook or Cafeteria Manager will both work 5 days before school starts and 2 days after the last day of school. (NEG.8/8/2018)

- 1-12 Regular Part-Time Employee - employee who has met the probationary period and who is regularly scheduled to work for less than twenty (20) hours a week.
- 1-13 The term "School Trustees", as used in this Agreement, shall mean the Board of School Trustees of the Mineral County School District, and is the entity known as the Local Government Employer in NRS 288.
- 1-14 The term "School Trustees" and "Association" shall include authorized officers and representatives.
- 1-15 Substitute Employee - An employee hired by the District to fill in on a temporary basis for regular or regular part-time employees when such regular or regular part-time employees are absent.
- 1-16 The term "Superintendent", as used in this Agreement shall mean the Superintendent of Schools in the Mineral County School District or the designated representative. (As approved by the Board of Trustees or designated by the current Superintendent.)
- 1-17 Supervisory Employee - Means any individual having authority in the interest of the employer to recommend hiring, transferring, suspending, layoffs, recalling, promoting, discharging, assigning, rewarding or disciplining other employees. (Excluding members of an interview panel that do not meet the guidelines that define a supervisor)
- 1-18 Temporary Employee – An employee hired to fill a position of less than 75 consecutive business days worked (based upon a five-day work week) or 63 days (four-day work week). (NEG. 8/8/2018)
- 1-19 Written Reprimand - A disciplinary written notice from the employee's supervisor or supervisory chain of command, to be placed in the employee's personnel file.
- 1-20 "Hire Date" Hire date shall mean the first day a regularly scheduled day is worked.
- 1-21 Grievance is defined as an act, omission or occurrence that an employee or an exclusive representative believes to be an injustice relating to any condition arising out of the relationship between an employer and an employee, including, without limitation, working hours, working conditions, membership in an organization of employees or the interpretation of any law, regulation or agreement. (based on NRS 288.435)

ARTICLE II
RECOGNITION

- 2-1 The Board of Trustees recognizes the MCCSEA as the exclusive negotiating representative of the classified staff of the Mineral County School District, subject to the provisions of NRS 288. The Superintendent cannot negotiate a position with one individual employee and an employee cannot have a contract for life. Probationary employees may join the Association but are not covered by the Grievance Procedure or Discipline Procedure Articles of this agreement until the successful completion of the initial hire probationary period.
- 2-2 Specifically excluded from membership only are confidential employees, temporary employees, substitute employees and supervisors. The following district office staff: Payroll, Clerk, Administrative Secretary, Data Management/Infinite Campus, Human Resource, and Grants Manager, are recognized as members of the MCCSEA, but cannot hold an office or be a member of the negotiation team for the MCCSEA. They may be asked to provide guidance on wording and for information allowed to be requested under NRS.
- 2-3 Management Rights
- The right to manage the business, except as specifically restricted by this contract, as well as the right to discipline, or discharge employees for just cause, to hire, lay off employees because of a lack of funds, prescribe the duties of employees including scheduling and assignments, direct the working force; the right to determine the numbers of employees to be employed, and to determine the means, methods and schedules of operations and maintenance, except for safety considerations, are reserved to the employer.(As defined by NRS 288)
- 2-4 The Employer may establish and enforce reasonable rules applicable to employees provided that such rules do not conflict with this Agreement. Any new MCSD Policy or AR will be provided to employees in writing seven (7) days of implementation.
- 2-5 Exclusive recognition shall entitle the Association to the following rights:
- 2-6 Organizational use of designated bulletin boards located in conspicuous areas within each district facility.
- 2-7 Payroll deduction of membership dues.
- 2-8 The Association recognizes that the School Trustees, as representatives of the electorate, has the final responsibility for establishing policies for the school district, provided that such policies shall not violate or contradict the terms of the negotiated contract in effect.
- 2-9 The purpose of this recognition is the agreement of all parties to negotiate in good faith in regard to all negotiable items as set forth in Chapter 288.150 of Nevada Revised Statutes.

- 2-10 The Association, its officers and agents agree that they shall not threaten to strike shall not engage in any strike and shall not support any strike against Mineral County School District.
- 2-11 References to Adoption– All new proposed articles will be dated when adopted. After a clause has been in effect for five years, these adoption references will be removed. (NEG. 8/8/2018)

ARTICLE III
DUES DEDUCTION

- 3-1 Upon appropriate written authorization from the employee, the District shall make monthly Association dues deductions from the salary of the employee and make appropriate remittance to the Association. In the event the District fails to withhold dues owed by employees, except as stated in 3-1-5, District shall be responsible for said dues.
- 3-2 No later than October 15th of each year, the Association will provide the District with a list of those employees who have voluntarily authorized the District to deduct Association dues and the amount to be withheld for each employee. The District will provide the Association with a list within the month of March and no later than October 15 each year, of all classified employees whose positions are included on the MCCSEA Salary Schedule. This list will include job classification (and) or title, number of hours worked per day and work site. The March report will include a seniority list by district. The Association will notify the District monthly in writing of any changes in said list, changes in the amount to be withheld must be submitted by the Association to the District in writing at least 30 calendar days prior to the date the change is to be effective. Any employee desiring to have the District discontinue deductions he/she has previously authorized, must notify the Local Association in writing by certified mail during July for that school year's dues and the Association must submit the changes to the district office at least 30 days prior to the date the change is to be effective.
- 3-3 Upon termination of an employee the current month's dues will be deducted from the final check.
- 3-4 The District agrees not to honor any check-off authorization or dues deduction authorization executed by any employee in the bargaining unit in favor of any other labor organization representing employees for negotiations.
- 3-5 In the case of an employee who is in non-pay status during part of the pay period, and/or whose wages are not sufficient to cover the full withholding, no Association dues deductions shall be made. In this connection, all other required deductions have priority over Association dues.
- 3-6 The Association agrees to indemnify, defend, and hold the District harmless against all

claims or suits that may arise out of or by reason of action taken by the District in reliance upon any authorization cards submitted by the Association to the District.

- 3-7 The Association agrees to refund the District any excess amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence of error mistake.

ARTICLE IV GRIEVANCE PROCEDURE

- 4-1 A grievance is a disagreement between an individual, or Association, and the employer concerning interpretation, application, or enforcement of the terms of this agreement.
- 4-2 For the purpose of this Article, a "school day" is defined as any calendar day that the school, offices are open for business.
- 4-3 Timelines can be extended at any step, by written agreement. Failure of the District to observe the time limits shall entitle the employee to advance the grievance to the next step. Conversely, failure on the part of the employee or Association to comply with the time limits negates the right to continue this procedure.
- 4-4 **Grievance Steps**
Nothing contained herein will be construed as limiting the right of any classified employee having a problem or complaint to discuss the matter formally at the lowest possible administrative level and having the problem or complaint adjusted.

If a grievance exists, the following steps shall be taken to resolve the grievance:

The parties acknowledge that it is usually most desirable for a classified employee and the immediately involved supervisor to resolve problems through free and informative communications. Accordingly, any grievance may first be discussed with the aggrieved party's supervisor with the objective of resolving the matter informally.

STEP 1 - Supervisor

Within fifteen (15) school days after the occurrence, or of knowledge of the act or condition which is the basis of the complaint, the written grievance must be presented

to the aggrieved party's (immediate) supervisor. The supervisor must answer the grievance in writing within seven (7) school days.

If the aggrieved party is not satisfied with the disposition of its grievance, he may by written notice to the grievant refer it to the next formal step of the grievance procedure.

STEP 2 - Superintendent of Schools

If the aggrieved party is not satisfied with the disposition of its grievance at Step 1, then aggrieved party must file a written grievance with the Superintendent (Or designated senior administrator, if the Superintendent is unavailable) within seven (7) work days of the receipt of the supervisor's response to the step one procedure.

The Superintendent or his designee will meet with the aggrieved party, and the immediate supervisor, to resolve the grievance. Such a meeting will take place within seven (7) work days after receipt of the Step 2 grievance by the Superintendent. The Superintendent shall, within seven (7) work days after this meeting, render a decision, in writing to the aggrieved party.

STEP 3 - School Board

If the aggrieved party is not satisfied with the decision rendered by the Superintendent, the grievant shall file an appeal with the School Board within seven (7) work days following the receipt of the decision rendered by the Superintendent. The Board will hear the grievance at the next subsequent regular school board meeting as long as it can be posted to the agenda in compliance with Nevada Law. On special circumstances, the board may schedule a special meeting in compliance with the posting requirement of Nevada Revised Statutes (NRS) The decision of the Board will be furnished to the grievant in writing within seven (7) work days of the Board's meeting. (any meeting continuations or postponements must be in mutual agreement to both parties).

STEP 4 - Mediation

If the aggrieved party is not satisfied with the disposition of the grievance in Step 3, then the aggrieved party may present the grievance to mediation within seven (7) work days after the Board's response in Step 3.

Procedures for Grievance Mediation:

1. The Superintendent or designee must respond to a grievance request for mediation within seven (7) work days:
2. A mediator will be obtained from the Federal Mediation and Conciliation Service (FMCS):
3. The parties agree to comply with the rules and procedures of the FMCS and will equally split any fees or cost of the mediator imposed by FMCS.

STEP 5 — Binding Arbitration

If the aggrieved party is not satisfied with the disposition of the grievance in Step 4, then the aggrieved party must present notice of intent to file the grievance to binding arbitration within seven (7) work days after the School Board responds. To be officially filed within (21) work days.

The arbitrator will be selected in compliance with the American Arbitration Association (AAA) Rules of Expedited Labor Arbitration.

The Expedited Labor Arbitration format will be used at this level.

The arbitrator will consider the grievance and render a decision that will be final and binding upon the parties.

4-5 Arbitration Costs

The costs for all arbitration shall be borne as follows:

- a. The expenses, wages, and other compensation of any witness called before the arbitrator shall be borne by the party calling such witness. Other expenses incurred such as professional services, consultations, preparation of briefs and data to be presented to the arbitrator shall be borne separately by the respective parties
- b. The arbitrator's fees and expenses and costs of any hearing room shall be shared equally by the board and the individual or association. If the hearing is conducted on school property by mutual consent of both parties, the District will provide the hearing room as space allows at no charge.
- c. If a court reporter is requested by either party or the arbitrator, the party requesting will be responsible for the fees. Individual parties will be responsible for copies of transcripts.

4-6 Rights to Representation

1. At least one Association representative will be present for any meeting, hearing, appeal, or other proceedings relating to a grievance which has been presented under this article.
2. When it is necessary for the Association to investigate a formal grievance or to attend a meeting or hearing held in connection therewith, upon the request to the immediate supervisor, the grievant and one (1) Association representative will be released from normal duties, without loss of pay, in order to do so.

4-7 No Reprisals

No reprisal of any kind will be taken by the School Trustees or the administration against any person because of participation in this grievance procedure.

4-8 GRIEVANCE FORMS

The district and the association shall develop jointly a grievance form. Such forms will be supplied by the district. (Forms will be available at the district office) The jointly developed grievance form will be made available to all bargaining unit employees. All grievance forms shall be updated annually to reflect any changes to the negotiated agreements, state, and/or federal laws.

ARTICLE V ASSIGNMENT OUT OF CLASSIFICATION

- 5-1 Any employee who is officially (reassigned by a supervisor and upon approval by the Superintendent) to perform the majority of the responsibility of a full-time position in a higher range by responsible authority because of the absence of a regular employee for a short duration shall after ten (10) consecutive work days be granted retroactively the salary of the classification filled not to exceed 15 percent of the employee's current salary until the assignment is terminated.

ARTICLE VI PROCEDURES FOR FILLING VACANCIES

- 6-1 When a vacancy occurs due to the resignation or termination of an employee and the position is currently a budgeted position, the position will be posted within five work days. All vacancies for classified positions, including new positions, to be filled by the District, shall be posted for five work (5) days. The vacancy notice shall include the opening and closing dates and time, job title, wage classification, confidential or classified location, and all qualifications required to fill the position. Applications received after the closing date and time will not be considered for the first round of the interview process. If the interviews go into a second round the late applications or letters of interest will be considered. Applications and letters of interest will be date stamped by the district office staff upon receipt. Applications can be accepted until the position is filled and as long as it continues to be posted. If the position is posted, "or until filled," a supervisor shall consider all applications or letters of interest received up until the date the first interview is scheduled. This will be considered the first round of interviews. (NEG. 8/8/2018)
- 6-2 All current qualified employees, including substitutes on the current call in list that complete and submit a letter of interest to the district office will be granted an interview. The district shall make every effort to fill the position within 30 days.

6-3 If no district employee is qualified for the position, the position may be filled by a qualified substitute, until a qualified applicant is hired. Any budgeted position shall remain posted until filled or is eliminated through Board approval.

6-4 Vacancy Postings:

District Office, Mineral County Jr. High/High School, Hawthorne Elementary School, Schurz Elementary, maintenance shop, garage, kitchen and the association mailbox located at the district office and posted on the district website. All classified position postings will be emailed to the current "Classified" or "All Staff" email group. Each announcement shall be posted and will remain open for a period of five working days, unless posted, "posted until filled." The district may advertise vacancies outside the District at the same time it posts vacancies inside the District. All job postings will have an updated and (board approved) job description available to be viewed.

6-5 Employees interested in being considered for the position shall submit a letter of interest to the Superintendent's Office.

6-6 Persons presently employed by the District and applying for vacant positions shall be considered first. A 12-month employee who chooses to apply for a 9 or 10 month position and is selected will have their leave bought out and start under the requirements of 9 or 10 month positions, regardless of the years of service.

Factors to be considered in making the selection will include, but not be limited to:

- Training, education,
- Current experience
- Past Performance
- All necessary interview processes.
- Attendance Issues

Classified Employees selected to fill new or vacant positions shall begin at the hourly rate of their current step for that position on the approved salary schedule which will not affect the leave or seniority of the employee. This will be applied to any change in positions within the district effective after 1/1/2018. (NEG. 8/8/2018) Any classified employee moving from one position to another position that is not considered as movement on salary schedule steps will return to a probationary period. Any Classified employee transferring to another position covered by this bargaining agreement shall serve a probationary of thirty (30) days. A transferred probationary employee shall have the right to return to his/her previous position in lieu of separation for nonperformance of duties. The transferred position will remain open and posted until 30-day probationary period is met.

6-7 In the event the District decides that no employee-applicant meets the requirements of the District needed to fill the vacant position, the District is free to fill the vacancy with the best qualified applicant.

- 6-8 All employees will be advised of the outcome of their bid in writing by the Supervisor of the department of the position applied for within 10 working days after the interview process has been completed.
- 6-9 An employee's supervisor, based on need due to an approved leave of a current employee, may call in a substitute employee from the District's authorized substitute call-in list, to help fulfill the duties of the absent employee. For secretaries or clerical substitutes, the approved leave must be for 3 or more consecutive days before a substitute may be called in to work. Substitute is defined as an unscheduled request to report to work for the district. A substitute must be initiated by a supervisor or the Superintendent.
- 6-10 (a) The district shall establish a call-in list of workers and advertise periodically to maintain the list.
- 6-11 (b) Long term sub employees (those working 10 consecutive days or more than eight days if the school or department is on a four-day week) who work the day before and the day after a holiday will receive holiday pay. A break in service will start the count over. For the purpose of this section, a break in service consists of missing a single full work day. (NEG. 8/8/2018)

ARTICLE VII
NON-DISCRIMINATION

- 7-1 The District and the Association agree to abide by the provisions of applicable Federal, State and Local laws and executive orders regarding these matters.
- 7-2 The Association and the District agree that membership in the Association shall be open to all classified employees except as excluded in Article 2-1-1 regardless of race, color, religion, national origin, sex, marital status, political affiliation, or age.
- 7-3 The District will defend its classified personnel in any civil litigation or other damage claim arising from the employee's conduct within the course and scope of essential functions of their positions and within the guidelines of MCSD policies and procedures. The extent of such legal assistance is that available in connection with the liability instance, which is and shall be maintained by the District for the purpose. (ref.policy GBB8) 6-24-06

ARTICLE VIII
DISCIPLINE PROCEDURE

- 8-1 The employment of every employee of the District shall be during good behavior and efficient service (as defined by policies). No regular and regular part-time employee shall be reduced in pay or position, suspended, discharged or removed, nor shall the District take any form of corrective action against any employee except for just cause. The District will give a copy of all written actions taken to the affected employee upon their inclusion in the personnel file or upon the request of said employee.

8-2 The District agrees that principles of progressive corrective action will be followed with respect to minor offenses. An oral or written warning, or directive shall be considered non-disciplinary, however, two (like or similar) (2) written warnings within a span of two (2) years will constitute a written reprimand. All other major offenses the district reserves the right to discipline up to and including termination. Minor offenses include but are not limited to: discourteous treatment of members of the public or a coworker or student(s) during work hours, lateness, long breaks, and unintentional failure to follow school board policy in the use of school property, intentional minor damage of \$500.00 or less. For major offenses refer to Mineral County School District Policy GCD/GCD1, dated 6-24-2006.

Written warnings will be noted, dated and initialed by the affected employee and placed in the employee's personnel file. The Principal/Supervisor will verify any reprimand that originates a level below the Principal/Supervisory level. A written warning usually consists of documentation of a discussion between the Supervisor and the employee to counsel the employee on discrepancies that have been noted. The District will give a copy of all written actions taken to the affected member upon their inclusion in the personnel file. Warnings shall be removed after two (2) years if there are no like warnings that have been issued within the same two (2) year period. It is the employee's responsibility to review his/her personnel file and request that such material be removed from said file.

8-2-1 Any objections to or allegations regarding such corrective action or documents by the employee may be pursued through the Grievance Procedure as provided herein.

8-2-2 After a hearing before the Superintendent an employee will be subject to immediate dismissal from employment without any written reprimands if insubordinate to the immediate supervisor, or the designated supervisor, or had been under the influence of alcohol or a controlled substance while working or convicted of possession of a controlled substance.

8-2-3 After a hearing before the Superintendent an employee will be subject to immediate dismissal from employment after a total of two (2) written reprimands for any reason.

8-2-4 Prior to the hearing described in 8-2-2 and 8-2-3 the District will provide the employee written notice of the charges and the evidence that could lead to immediate dismissal. The hearing will be conducted by the Superintendent. The employee may have the assistance of counsel or an association representative(s) up to two people or an amount equal to the number representing administration at the hearing at the employee's sole cost. The administration team will notify the employee if the administration has more than three (3) representatives three (3) days prior to the meeting. The employee may present evidence in his/her behalf and may examine the District's evidence at the hearing. The Superintendent will issue a written decision on the dismissal within five (5) working days of the hearing.

8-3 It is recognized by the parties that employees may review his/her personnel file at any reasonable time upon request.

8-4 For the duration of this Agreement, and any extensions thereof, if an employee, upon

examining his/her personnel file, has reason to believe that there are inaccuracies in those documents to which he or she has access, the member may write a memorandum to the Districts

Superintendent or his appropriate representative explaining the alleged inaccuracy. If, upon investigation, such allegation is sustained he or she may do one of the following:

- 8-4-1 The member's memorandum may be attached to the material in question and filed with it and the Superintendent or his or her representative shall note thereon his or her concurrence; or
- 8-4-2 The Superintendent or the Superintendent's representative will remove the inaccurate material from the employee's personnel file when it is established by the Superintendent that such inaccuracies exist.
- 8-5 For the duration of this Agreement and any extensions thereof, any new material placed in an employee's personnel file, after the effective date of this Agreement, may be reviewed. If such material is not inaccurate (see section 5) but the employee feels that clarification of the circumstances surrounding the writing of such material is necessary, the employee may submit to the Superintendent or his or her representative a written clarifying or explanatory memorandum not to exceed one (1) page in length. Such material must be factual in nature. The superintendent or his or her representative will immediately arrange to have such memorandum attached to the material to which it is directed and placed in the employee's personnel file.
- 8-6 All post-probationary employees will be evaluated on an annual basis by either: 1) The building principal; 2) The Superintendent or his designee; 3) The employee's immediate supervisor. If an employee was not evaluated by the end of the last contracted year, for a minor offense, an employee will not receive any form of disciplinary action ~~about~~ above a counsel until a 30-day period has passed for improvement, then an evaluation will be conducted following the 30-day period in which the behavior could be noted.

ARTICLE IX ASSOCIATION REPRESENTATIVES

- 9-1 The conduct of such business shall be such as not to interfere with the individual employee's duties. The Association representative must check in with the employee's immediate supervisor or building principal upon entering the building in order to identify themselves and to make arrangements to communicate with a particular employee.
- 9-2 Joint Administration-Association Meetings - The Superintendent or his/her appropriate departmental designated representative(s) shall meet with representatives of the Association at the request of either party to discuss matters of concern to either or both groups.
- 9-3 Classified employees shall be allowed to attend recognized Association meetings and conferences, provided they are an official representative as an officer of Association, local, state or national. A maximum number of five (5) days will be allowed each year. The

classified employee will be paid one half day's salary for each working day's absence. Application will be made to the Superintendent for approval via the employee's supervisor. Five (5) calendar days' advance notice of the requested absence will be given except in an emergency. Per diem and/or travel shall not be provided by the District. A maximum of fifteen (15) days of unpaid association leave will be allowed each year for members to be used for Association business.

- 9-4 Nevada Classified School Employees Association, Mineral Chapter #3 shall conduct at least four (4) Chapter meetings per year. All meetings shall be held after regular school hours except in case of an emergency and with approval of the district representative. Those employees who work a night shift (or shift that is later than a regularly scheduled day; as previously defined), shall be allowed to attend the four yearly chapter meetings without loss of pay. Employees will adjust schedules to make up hours for scheduled shifts.
- 9-5 The Mineral Chapter President or other representative (no more than 1) will be allowed paid release time to attend any Mineral County School District Board of Trustees Meeting that is scheduled during his/her working hours if an issue on the agenda affects the Classified Bargaining Unit or any member of the Classified Bargaining Unit. It is understood the Chapter President will return to work once the issue concerning the unit or member has been heard and/or acted upon by the Board of Trustees.
- 9-6 The MCCSEA will be entitled to one member to serve on the MCSD calendar committee.

ARTICLE X LEAVE

COVERAGE - All regular employees who work a regularly scheduled shift are entitled to fringe benefits.

10-1 SICK LEAVE

For each calendar month of service, benefitted employees shall be credited with hours of such leave equal to .0625 times the hours in the employee's daily work schedule, up to 15 days per year. Sick Leave may be accumulated up to a total of 180 days.

10-1-2 Sick leave shall be allowed for:

10-1-3 Illness or death in the immediate family of the employee. Immediate family is defined in Article 1-8.

10-1-4 Other death or serious illness with the recommendation of the immediate supervisor and approval of the Superintendent.

10-1-5 A doctor's statement may be requested at the discretion of the employee's supervisor and/or Superintendent.

10-1-6 Sick leave and annual leave will be provided in a written manner to each employee monthly.

10-1-7 Sick leave may be taken in 30-minute increments.

ANNUAL LEAVE (Full-time 12 Month Employees)

10-2-1 Full time, twelve-month employees will be entitled to annual leave for each year in the employee of the District as follows:

1. Less than 5 years of service receive 80 working hours (one hour leave for each 26 hours worked).
2. Five to twelve years of service receive 120 working hours (one hour leave for each 17.33 hours worked).
3. Thirteen years or more of service receive 160 working hours (one hour leave for each 13 hours worked).

10-2-2 Accumulation/Pay out of Annual Leave

Employees with less than 5 years of service may accumulate a maximum of one-hundred sixty (160) unused hours of annual leave. Leave accrued in excess of this limit shall be paid to the employee on July 1st of each year.

Employees with 5 to 11 years of service may accumulate a maximum of two-hundred forty (240) unused hours. Leave accrued in excess of this limit shall be paid to the employee on July 1st of each year.

Employees with 12 to 20 years of service may accumulate a maximum of three hundred twenty (320) unused hours. Leave accrued in excess of this limit shall be paid to the employee on July 1st of each year.

Employees with 20+ years of service may accumulate a maximum of four hundred (400) unused hours. Leave accrued in excess of this limit shall be paid to the employee on July 1st of each year.

No employee shall be absent from employment on annual leave without first obtaining approval from his/her supervisor. (NEG. 8/8/2018)

Contingent upon completion of 5 years of service an employee shall be paid the accumulated annual leave upon termination.

Twelve-month employees shall be permitted to use more than 5 annual days during scheduled school days with approval from supervisor and Superintendent.

10-2-3 A classified employee of the District shall, if he or she dies while employed by the District receive payment for accumulated annual leave. Said payment will be paid to the designated beneficiary or to the estate of the deceased.

10-3 PERSONAL LEAVE

10-3-1 Twenty-four hours of personal leave shall be given to 9 and 10-month full time classified employees. Personal leave may be taken in hourly increments. The request must be approved by their building principal or Supervisor. Personal leave will not be granted the day prior to or the day following Thanksgiving vacation, Winter Break, Spring Break, Summer vacation, or the first 5 working days of a school years contract and the last 5 working days of a school year, without at least 10 days prior notice and approval of the immediate supervisor. (NEG. 8/8/2018)

If personal leave is denied during the school year, the days denied to the employee over the limit to be carried over, will be paid to the employee on the June 10th paycheck at their daily rate of pay.(Neg 7/14/2020)

Requests must be made to the building principal 48 hours before the leave commences if possible.

The building principal shall respond in writing to the request within 24 hours or sooner.

At the end of each school year the 9 and 10-month full time classified employees shall have the option of carrying over to the next school year a maximum of sixteen(16) hours of unused personal leave for a maximum availability of forty hours (40) during any given school year or to be reimbursed for a maximum of twenty-four (24) hours at the employee's hourly rate. Any leave not used and carried over to the next school year will not be reimbursed to a terminating employee who resigns after June 15th. All payments for personal leave as addressed in this article will be paid with the normal payroll on June 25th or pro-rated upon termination of employment.

9 and 10-month full time classified employees with the following continuous service shall be granted:

At the beginning of 10 years, 32 hours of personal leave with a maximum of 24 hours carried over.

At the beginning of 15 years, 40 hours of personal leave with a maximum 32 hours carried over.

At the beginning of 20 years, 48 hours of personal leave with a maximum 40 hours carried over.

At the beginning of 25 years, 56 hours of personal leave with a maximum 48 hours carried over.

At the beginning of 30 years, 64 hours of personal leave with a maximum of 56 hours carried over. (NEG. 8/8/2018)

10-4 LEAVE FOR COMMUNITY ACTIVITIES

10-4-1 Any employee who wishes to be absent from his officially assigned duties in order to attend professional or community activities shall make such a request in writing via his/her supervisor to the Superintendent. Absence from officially assigned duties will be charged to annual leave or personal leave. Such requests must be submitted at least 48 hours before the date requested. To promote positive community relations, classified employees representing the District in community collaboration will be granted up to two (2) days of leave a year. Leave must be requested with five (5) days' notice and approved by the superintendent.

10-5 LEAVE OF ABSENCE

10-5-1 An employee may be granted a leave of absence by the Board of Trustees for the following reasons: illness, disability, maternity, enlistment or recall to duty in the United States Armed Forces, and educational or professional purposes.

10-5-2 All leave of absence shall be without pay. District will continue to pay-Following established policy by the Board of Trustees in MCSD Board Policy GBC/GBC1 (2).

10-5-3 Leaves of absence for any purpose may not exceed six (6) consecutive months without the approval of an extension. If an extension is not granted and the employee cannot return to work, then steps will be taken to terminate the employee's services.

10-6 REIMBURSEMENT FOR SICK LEAVE

10-6-1 Sick Leave Buy Out

Employees who voluntarily terminate employment with Mineral County School District will be granted payment for unused sick leave on the following conditions:

- (a) Two (2) consecutive years of contracted employment in the district.
- (b) Employees must have notified the district no less than 15 days (15 days prior to the effective date of termination.
- (c) Employees must not have been dismissed by the District for cause.
- (d) In the event of death of a classified employee, appropriate payment for unused sick leave shall be made to the beneficiaries.

Buy out rates for sick leave

2-10 years' service- 1 day's pay for each five days of unused sick leave.

11-14 years of service- 1 day for each four days of unused sick leave.

15+ years of service 1 day for each three days of unused sick leave.

a) At the request of any employee who has accumulated 180 sick days, Mineral County School District shall use the accrued leave to purchase equivalent PERS credit.

10-7 LONGEVITY PAY

Any classified employee is eligible for longevity pay For years 10-19 payment will be made the first paycheck in June. For employees with 20+(plus) years the payment will be paid half on the first paycheck in December and half on the first paycheck in June. Part time employees (less than 20 hours a week) will receive one half of the 9-10 employee rate and will receive payment the first payment in June.

20+ year employees reaching the anniversary of their hire date before June 30th will receive the June payment in that year, if their hire date is after June 30th they will receive only the December Payment that year.

9-10 Month Employees		12 Month Employees	
10-14 years of service	\$500	10-14 years of service	\$750
15-19 years of service	\$750	15-19 years of service	\$1000
20 plus years of service	\$1250	20 plus years of service	\$1500
30 plus years of service	\$1500	30 plus years of service	\$2000

10-8 Coaching Leave

All classified employees who are hired under a coaching stipend will be granted leave during a sporting season. All leave will be for time spent traveling with students for the sport. All leave must be approved ahead of time by the principal or supervisor.

ARTICLE XI
HOLIDAYS

11-1 All holidays as declared by the Governor or recognized by the school district shall be granted to employees. Employees shall be paid for the hours they would have been scheduled to work had it not been for the holiday. Two days will be granted at Thanksgiving and Christmas with the determination of the other day to be considered a holiday, other than that officially declared, will be determined by the District. Holidays include: Independence Day, Labor Day, Nevada Day, Veteran's Day, Thanksgiving Day-2 days, Christmas Day - 2 days, New Year's Day, Martin Luther King Day, President's Day, Memorial Day, One floating holiday to be scheduled in the same manner as personal day unless the district observes Columbus Day as a holiday in its master calendar in which case there will be no floating holiday for that school year.

In addition, if the district calendar recognizes a scheduled minimum day, it will be observed by early release for all classified employees. Early release will be at the same time certified personnel are released. Employees will be granted their regularly scheduled hours. Night custodial staff will be required to work a minimum of four (4) hours. Leave scheduled and approved for the minimum day will be taken in regular hours worked.

To address the three holidays (Nevada Day, Veteran's Day and Family Day) that fall on Friday's all 9 and 10-month employees will work the 2 days prior to the start of the school year and the 1 day after the last day of the school year.

12- Month employees will receive these Holidays as listed.

10-Month employees will receive Holidays as listed excluding Independence Day.

9-Month employees will receive: Labor Day, Thanksgiving Day, Christmas Day - 2 days, New Year's Day, Martin Luther King Day, President's Day, and Memorial Day.

Holidays falling on a Saturday will be observed on Friday. Holidays falling on a Sunday will be observed on Monday. This is based on a five-day work week.

- 11-2 District will pay straight time plus holiday pay up to eight (8) hours of actual work during the week is less than 40 hours. Work over 40 hours will be paid at 1 and 1/ 2 times the straight rate.
- 11-3 If a holiday is observed while an employee is on sick leave, annual or paid leave status, he/she will receive the holiday pay. The day will not be charged against sick, annual or other paid leave credits. If the employee is on a Leave Without pay status the day prior to or the day following the holiday, the employee will not receive holiday pay.
- 11-4 Employees working a four-day work week will have Christmas Day and New Year's Day recognized on Thursday on the years those two holidays fall on a Friday. Employees working a five-day week will be paid for any Holidays.
- 11-5 Ten hour employees working a four-day work week will be paid for 10 hours for holidays.

ARTICLE XII REDUCTION IN FORCE

- 12-1 The Mineral County School District retains the right, without negotiations, to determine when a reduction in force/layoff, or reduction in hours, is necessary, the number of individuals whose employment must be terminated or reduced, and the areas in which such reduction in force will occur.
- 12-2 In the event a reduction in force must be initiated the School District reserves the right to retain any classified employee if in the opinion of the Superintendent the Classified employee is needed to maintain a program or perform a needed function within the School District.
- 12-3 Prior to recommending the elimination of a classified position under the provisions of this Article, the Superintendent shall inform the supervisor and the association of an impending lay-off in writing to the MCCSEA President by May 1st.
- 12-4 Upon notification of recommendation a reduction in force the immediate supervisor will

discuss with the employees in the affected positions of an impending lay-off.

- 12-4-1 Employees who volunteer to leave from the area or department affected by a reduction in force will be the first to be laid off.
- 12-4-2 Any additional employee lay-off required as a result of a reduction in force will be accomplished in accordance with procedures hereinafter set forth.
- 12-5 Selection of employees to be laid off shall be made with reference to the following criteria:
1. District Seniority
 2. Employee Evaluation Reports (provided all employees in that job area have been evaluated in the last year).
 3. Job Experience for all jobs held within the district with the Mineral County School District
 4. Attendance Records

Each of the criteria shall be of equal value in determining the reduction, with seniority being the final determining factor.

If eliminations are made due to RIF' S employees may bump back to previous position, provided district seniority applies.

Released employees shall be placed on an eligibility list when vacancies occur for rehire into the same or similar position at the same range and step previously held. The employee will remain on the eligibility list for a period of one (1) year.

- 12-6 The District shall notify all employees placed on lay-off status or call-in status employees pursuant to this Article, of subsequent vacancies by mail, to the last address furnished to the District by the employees. The vacancy notices will only be sent for one (1) year.
- 12-7 Under no circumstances will the District be obligated to continue any benefits provided by the District to those employees placed on lay-off status.
- 12-8 Employees on the call back list will retain their district seniority if called back within 1 year. Employees called back between 1 year and two years will be credited with 50% of their seniority.
- 12-9 The term "Part-time" employee as used in this section shall mean Mineral County School District staff members that work less than 40 hours per week. Employees who work less than full-time will be calculation is to be figured from hire date and based on an 8-hour day. This calculation is to be figured from hire date and based on an 8-hour day calculated as a FTE for district seniority.

EXAMPLE 3 HOURS 45 MINUTES-46.9%.

- 12-10-1 Rfited employees will be entitled to payment of all unused sick leave at the rate of twenty five (25 %) of each day of unused sick leave not to exceed \$40 per day, up to a maximum of

the employee's earned sick days. The amount of unused sick leave may be restored upon recall by repayment of the number of funds received. This section applies only to the employees with less than five (5) years of service with the district.

- 12-11 All reduction in the number of days worked that are included on classified letters of intent will be discussed with the union at least two weeks prior to the deliverance of letters of intent.
- 12-12 All nine and ten-month employees will receive Letters of Intent by no later than May 1st of each year. Letters of intent will include the start and end date of each employee, dates of all holidays, and include a copy of the next year district calendar proposed to NDE.

ARTICLE XIII
USE OF PRIVATE VEHICLE

- 13-1 Other than for his/her regular assignment and pursuant to the order of the Superintendent, in the event an employee covered hereunder is required to use his/her private transportation for school district business, an allowance equal to the present district rate will be paid by the District. (As established by Nevada Legislature)

ARTICLE XIV
MEDICAL EXAMINATION

- 14-1 The Mineral County School District shall remit no more than fifty dollars (\$50) of the cost of the examination, to each employee who is required to submit a doctor's report of medical examination on second and subsequent examinations.
- 14-2 In order to receive reimbursement, each employee so affected must submit a record of expense, on the proper district form, to the office of the Superintendent.

ARTICLE XV
TRANSPORTATION

- 15-1 On out-of-town driving assignments for activity and athletic trips, drivers will be entitled to a breakfast if they depart before 6:00 a.m., a lunch if they depart before 11 a.m. or arrive back after 1 p.m., and a dinner if they depart before 6:00 p.m. or arrive after 6:00 p.m. Lodging, if required, will be paid at established rate (lodging receipt required). All claims are to be paid by the School District.
- 15-2 Call-out is defined as an unscheduled request to drive for the district. A call-out must be initiated by the Director of Transportation or the Superintendent. A minimum of two (2)

hours will be granted for each call-out.

- 15-3 A memorandum of understanding between the District and Association that a Driver's Handbook be established for the Bus Drivers. The parties will meet and confer regarding the contents of the handbook. It is to be established for the purpose of assigning drivers to activity and field trips and other useful items that will be helpful to the driver. Completion of handbook within 60 calendar days after ratification. Final adoption and implementation of the handbook is within the sound discretion of the School Board
- 15-4 Drivers on an over-night trip shall have separate sleeping quarters.
- 15-5 Bus drivers who have weekly activity runs after practice shall be paid minimum of two (2) hours per run, unless cancellation is out of the District's control based on weather, road conditions or natural disasters.
- 15-6 Trips canceled within two (2) hours of such trip, bus driver shall be paid a minimum of two (2) hours callout.
- 15-7 Effective July 1, 1990, School District shall remit no more than \$50 of the cost of the CDL fee to each employee on second and subsequent renewal of license.
- 15-8 Mineral County School District shall reimburse transportation personnel the cost of a renewal DOT physical up to \$100 every two years or annually if mandated by federal or state requirements. Those drivers whose certification requires additional physicals in order to maintain their CDL certification shall be responsible for those costs. The exception to this requirement will be if the District, not the attending physician, requires the employee to have a physical screening due to a serious illness or accident before resuming their duties in which case, the cost of this physical will be borne by the District.

The district will offer a CPR refresher course yearly or will reimburse all bus drivers for all related costs incurred to obtain a valid CPR card. Driver's not in compliance following a reasonable timeline established by the District will be required to pay all costs related to certification and may forfeit their position with the District.

- 15-9 The hours in the workday for any retuning bus driver from the 2015-2016 school year, will be determined by the needs of the routes. The total number of route hours per week will be no less than hours for the 2015-2016 school year. The drivers will make up the difference between the four (4) day regular workday total hours by one or both of the following methods:
 - a. If they take a field/activity trip on a Friday or Saturday of any week they may be paid for the standby hours on the trip at their regular rate of pay in lieu of the current standby rate, up to the number of hours they are short. They may accumulate these un-worked hours on a calendar month basis. All hours must be worked by the last day of the current school year.
 - b. Drivers will perform other duties at the school site per the Superintendent's or his designee's direction. These duties may include but not be limited to cleaning

windows. Sweeping, vacuuming, or fueling any District vehicle (not including their regularly assigned bus). This and any other assigned work will be done contiguously at the end of the morning route or contiguously prior to the afternoon route.

15-10 Bus Driver Signing and Retention Bonus (NON-PERS)

Bus Drivers successfully newly hired into a permanent position shall receive a \$1,000.00 signing bonus and it shall be paid in the first check. Bus Drivers who receive satisfactory evaluations at six (6) and twelve (12) months shall be paid a \$1,000.00 retention bonus and shall receive the bonus in the first paycheck following the satisfactory evaluation. This article will sunset and expire at the end of the 2022-2023 fiscal year.

ARTICLE XVI
OVERTIME AND COMPENSATION

- 16-1 All classified employees will be paid by the hour.
- 16-2 Overtime work will be offered to those employees by minor budget classification whose normal working hours would include such work.
- 16-3 Employees requested to perform special jobs working with hazardous materials such as asbestos and foaming of roofs shall be compensated with additional pay of \$3.00/hour.
- 16-4 Classified employees will be paid semi-monthly, on or before the 10th and 25th of the month. If the payday falls on Saturday, Sunday, or Monday Mineral County School District will pay on the previous Friday. The 10th payroll represents time worked/taken from the preceding 16th through the 30th or 31st. The 25th payroll represents time worked/taken from preceding 1st through 15th.
- 16-5 All nine and ten-month full-time employees will have their pay checks prorated over 12 months. This will not affect benefits or wages. Exceptions to this annual proration payout will only occur for classified employees terminating midyear.
- 16-6 Employees shall be paid at one and one-half times the regular rate of pay or receive compensatory time at the rate of one and one-half hours for each hour worked in excess of 40 hours per week when required to work outside the normal work day. Compensation in the form of compensatory time or wages shall be paid to the employee. All overtime must be approved by the employee's immediate supervisor.

When an employee chooses to receive compensatory time in lieu of overtime pay the following conditions apply:

- 16-7 Earning and use of compensatory time must be approved by the immediate supervisor;
- 16-8 CTO must be taken within 90 days of when it was earned. It is the responsibility of the immediate supervisor to track CTO and ensure it is documented on a separate monthly timesheet. If the CTO is not used within 90 days from when it is earned it will be treated as earned overtime and be paid on the next paycheck.
- 16-9 Compensatory time must be used prior to the end of the fiscal year in which it was earned. Time not used shall be converted into overtime pay based upon the salary schedule in place at the time the compensatory time was earned and paid with the last pay check for the fiscal year.
- 16-10 In the event an employee is required to work all or part of the normal lunch break due to an unforeseen circumstance, and the time of the interruption cannot reasonably be adjusted during the shift, the employee shall be compensated at his/her time one and one-half rate of pay.
- 16-11 Custodians removed from their regular assignment to perform duties outside of their regular assignment shall be provided sufficient time to complete their regular assignment. Overtime will be provided, whenever necessary.
- 16-12 Any employee who reports to work at his/her scheduled starting time on any regularly scheduled day shall receive a minimum of two (2) hours pay for each such incident, at the applicable rate, where the District cannot provide work for the employee.

PAY FOR EXTRA TIME

- 16-13 All classified employees required to attend District mandated training will be paid their hourly rate for the time of the training. This includes online Human Resource (HR) training either after school hours or on Fridays. Online HR training are not exceed 5 hours for the entire training program for that school year.
- 16-14 If a classified employee is assigned the duties for an extracurricular activity, they will receive compensation at their normal hourly rate.

ARTICLE XVII INSURANCE

Once the insurance plan is established, changes and terms and conditions of present mineral County School District's Health and Accident Insurance Plan, Including, but not limited to premiums, plan administrator, carrier, benefits, and features, show only be made by Negotiating pursuant to NRS 288, once these changes in terms and conditions exceed a 7% difference over present plan stipulations. The district absorbs changes up to 7% conditions.

The district agrees to pay up to \$646.01 per month of the health insurance premium, which includes medical, vision and dental. For HRA and HSA plans only \$1000(which is \$83.33 per month) of deductible, for a total up to \$729.34, beginning January 1, 2019. The \$1000 would be

applied up to \$718.78 per month, to offset a PPO premium for those choosing a PPO plan.

- 17-1 Effective the first full pay period following ratification and approval, the Mineral County School District will participate in the cost of a Group Health and Accident Plan available to all regular employees and both parties agree to negotiate the benefit annually.
- 17-2 The District shall provide all employees with \$25,000 face value of life insurance, including accidental death and dismemberment, without charge to the employee.
- 17-3 The District agrees to provide safety glasses to all maintenance employees, as required, and will pay up to \$75 towards the cost.

ARTICLE XVIII
PUBLIC EMPLOYEES RETIREMENT FUND

- 18-1 The Mineral County School District will pay 100% of the retirement contribution for those employees who qualify for membership under the Retirement System, as defined by policy of the Nevada State Retirement System.

ARTICLE XIX
SAFETY

- 19-1 The District agrees to make reasonable efforts to continue providing safety equipment, which is the opinion of the District, is necessary to protect employees from injury in accordance with the practice now prevailing in the District.
- 19-2 The District further agrees to continue to maintain safe and healthful conditions in accordance with applicable Nevada Revised Statutes.

ARTICLE XX
RETIREMENT INCENTIVE POLICY

- 20-1 Qualifications - Must have vested interest in the retirement system.
- 20-2 Requirements for employees over 60 years of age:
 - a. Must have completed the work year within which eligibility was reached.
 - b. Must notify the District in writing sixty days' advance of intention to retire.
 - c. Must have worked for Mineral County School District 20 years.
 - d. District would purchase two years of retirement credit, to be paid to PERS
 - e. Maximum of two employees per year will be allowed to retire and receive this benefit. The deciding factor will be seniority.
- 20-3 For employees who wish to retire before age 60:

- a. The cost of the purchase of retirement service credit will be calculated in accordance with the policies and regulations of PERS in effect at the time of purchase.
- b. District would purchase two years of retirement credit, to be paid to PERS, after 25 years and up to 28 years of service.
- c. Maximum of two employees per year will be allowed to retire and receive this benefit. The deciding factor will be seniority.
- d. This applies to only those employees with less than 30 years with the district.

ARTICLE XXI
4-DAY SCHOOL WEEK

21-1 The District has negotiated over the impacts and effects of the decision to implement a 4-day school week at school sites.

- a. No Employee or position of the recognized bargaining unit, employed in work sites implementing a 4-day school week, lose salary, hours of work, benefits or any other rights provided by this negotiated agreement solely due to the change to a 4-day school week.
- b. Schurz Elementary Schools staying on a five-day week will not be affected by any changes made that effect employees affected by the 4-day week.
- c. An Employee working more than 40 hours in any normal work week shall be compensated at the rate of 1.5 times the Employee's current rate of pay.

21-2 For the purpose of a 4-day school week, all references in this negotiated agreement to calendar days shall not change. All other references to workdays, leave days, and benefits related items in the negotiated agreement shall be converted from days to hours.

- a. Employees working more than five (5) hours per day will be granted one (1) thirty (30) minute duty free non-paid lunch break. A longer lunch break may be taken if agreed to between the employee and immediate supervisor.
- b. Eligible Employees shall be paid eight (8) hours for each recognized Holiday. These Employees will have the option to use personal or annual leave for the balance of the ten(10) hour day, or they must make up the two(2) hours of lost time, within the same worker of the Holiday.
- c. The District and the Organization will negotiate as soon as reasonably possible with at least 5 days written notice to the superintendent and board president. Any oversights arising from the 4-day school week implementation in any school or attendance area.
- d. It will remain the sole discretion of the District for the length of the 4-day program in any school or attendance area.

ARTICLE XXII
JOB TITLE /RECLASSIFICATION

22-1 The MCCSEA and the District will form a committee during the 2022-2023 school year, to identify possible adjustments to job titles and possible reclassification of positions within the current salary schedule. The Committee will include the Superintendent, an Administrator, and one classified Association member. The Superintendent will then make a determination. If the Association is not satisfied with the Superintendent's determination, it may appeal the Superintendent's determination to the Board of Trustees and the decision of the Board of Trustees will be final.

ARTICLE XXIII
SALARY

23-1 Any classified employee who works a blended position will be paid at the higher of the two salaries.

23-2 Classified employees who obtain a Certification from an agreed upon list with the MCCSEA of a program of 40 or more hours in their specific job field will receive an additional 5% salary increase upon verification of the Certification.

Further, when an employee receives prior approval from the District, the District will pay employees educational differential pay for employees who receive certifications and/or degrees earned from accredited community colleges, technical schools, and/or universities that are directly related to the employee's scope of work or in an area that the District determines is a critical need. Employees who earn approved Associate Degrees or Technical School Degrees will receive an additional 5% salary increase upon verification of the degrees earned. Employees who earn approved Bachelor Degrees will receive an additional 7% salary increase upon verification of the degrees earned. Employees cannot stack or compound salary increases for degrees earned (i.e., if an employee who is receiving 5% for an Associate Degree obtains a Bachelor Degree, the employee shall receive a 7% salary increase and the 5% Associate Degree increase shall lapse).

23-3 All salary steps shall be paid on the first payday following the new fiscal year.

23-4 Para pros paid from the DSA 250 or special education grant funds will receive \$.50 per hour more than the currently hourly rate of placement. Payments will go into effect the pay period following the change of funding source.

23-5 Salary Advancement Steps are recognized after years of service.

23-6 Salary shall increase 7.0% as a cost of living adjustment on the base salary schedule for FY 2024. Salary shall increase 6.50% as a cost of living adjustment on the base salary schedule for FY 2025. Step increases of 3% for years 2 and 3 and step increases of 2% for years 4 through 20 shall be incorporated into the salary schedule. See Schedule A attached.

23-7 Any classified employee who is or has been hired by the District may provide the District with their work experience from other Nevada School Districts. Upon receipt and verification of said work experience, the District will provide the employee with credit for the work experience and place them in an appropriate step on the pay scale commensurate with the experience. The District shall have the sole discretion in placing the employee on the pay scale.

23-8 Senate Bill 231 - Additional Salary

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

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

SB231 Funds will be allocated by the Board of Trustees.

ARTICLE XXIV
TERM OF AGREEMENT

24.1 When ratified as herein set forth, this Agreement will be in effect retroactively from July 1, 2022 and will continue in full force and effect until June 30, 2023 or until both parties agree to enter into negotiations for the 2023-2024 and or future years immediately upon ratification of this agreement.

24.2 This Agreement is binding upon both parties when ratified by the Board of School Trustees and the Organization. This Agreement is signed this 26 day of January, 2024.

MCS D BOARD OF TRUSTEES



PRESIDENT




CLERK

CLASSIFIED EMPLOYEES ASSOCIATION



PRESIDENT



Negotiation
Team member


NEGOTIATION TEAM MEMBER

SCHEDULE A
Attach in PDF

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