

# **MASTER CONTRACT**

**BETWEEN THE**

## **NYE COUNTY SUPPORT STAFF ORGANIZATION**

**P. O. BOX #1340  
PAHRUMP, NEVADA 89041**

**AND THE**

## **NYE COUNTY SCHOOL DISTRICT**

**P. O. BOX #113  
TONOPAH, NEVADA 89049**

**2013-2015**

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## DEFINITIONS

1. The term “Agreement” refers to the name of this document being the “Master Contract” between the Nye County School District and the Nye County Support Staff Organization.
2. “Employees” as used in this Agreement shall refer to all bargaining unit personnel on the salary schedule(s). Sections in the contract referring to a particular job family shall apply only to that family.
3. “Chapter 288” as used in this Agreement shall refer to Chapter 288 of the Nevada Revised Statutes, also known as the Local Government Employee Management Relations Act.
4. “Organization” as used in this Agreement shall mean the Nye County Support Staff Organization and is the entity known as the Employee Organization in Chapter 288 of the Nevada Revised Statutes.
5. “School District” as used in this Agreement shall mean the Nye County School District.
6. “Superintendent” as used in this Agreement shall mean the Superintendent of Schools of the Nye County School District.
7. “School Trustees” and “Organization” as used in this Agreement shall include authorized officers, representatives, and agents. Despite references herein to “School Board” and “Organization” as such, each reserves the right to act hereunder by committee or designee(s).
8. “EMRB” means the local Government Employee-Management Relations Board as provided by Chapter 288 of the Nevada Revised Statutes.
9. “School Trustees” as used in this Agreement shall mean the Board of Trustees of the Nye County School District and is the entity known as the Local Government Employer in Chapter 288 of the Nevada Revised Statutes.
10. “Bargaining Unit” as used in this Agreement is those job families that are represented by the NCSO.
11. “Bargaining Unit Member” means any person, excluding substitutes, who is working in any job family that is represented by the NCSO.
12. “Attendance Area” Shall be the community in Nye County where a school or work site is located. Those specific attendance areas shall be: Pahrump, Tonopah, Round Mountain, Beatty, Amargosa Valley, Gabbs, and Duckwater. Appendix C & D Excluded.
13. “Work Location” Shall be individual school and other departments within a specific Attendance Area designated by the District as a place which employees are hired or assigned to report to work.
14. To provide notice to the Organization shall mean notice to an Organization officer or an identified Organization Representative.

## **ARTICLE I-RECOGNITION**

### **1-1**

The Board of Trustees recognizes the Nye County Support Staff Organization/NSEA/NEA, as the exclusive representatives for all non substitute Bus Drivers, Bus Aides, School Secretaries, Clerical Aides, Health Aides, Para-professionals, Custodians, Day Custodians, Educational and Certified Occupational Therapists Assistants, Computer Technicians, Library Aides and Campus Monitors.

### **1-2**

The Articles in this Agreement shall apply to all members of the bargaining unit with the exception of where a specific Employee group is identified.

## **ARTICLE II-DUES DEDUCTION**

### **2-1**

Upon appropriate written authorization from the Employee, the School District shall make monthly Organization dues deductions and any uniformly applied Organizational assessment to its members from the salary of the Employee and shall make appropriate remittance to the Nye County Support Staff Organization. This dues deduction will be made in sixteen (16) equal installments in the school year. Any Employee desiring to have the District discontinue dues/assessments deductions he/she has authorized, must notify the Nye County Support Staff Organization in writing, by certified mail, return receipt requested and the Nye County School District, in writing, by certified mail, return receipt requested. This action must occur during the period July 1 through July 15, for that work year's dues. The mailing addresses are those listed on the cover page of this Agreement.

No later than September 15 of each year the Organization will provide the School District with a list of Employees who have voluntarily authorized the District to deduct the Organization's dues or a uniformly applied assessment to Organization members and the amount to be withheld.

### **2-2 Other payroll deductions**

Changes in the amount to be withheld will be allowed effective October 15, December 15, February 15, April 15, and July 15 payroll checks, provided written notification is received in the District office on or before October 1, December 1, February 1, April 1, and July 1. Written notice for this must be by certified mail, sent to the official address of District.

### **2-3**

Upon termination or resignation of an Employee, the remaining amount of dues for the Organization in 2-2 above will be deducted from the Employee's final paycheck. Upon taking a leave of absence, the amount of dues for that month shall be deducted from the Employee's final check.

### **2-4**

The District agrees not to honor any check-off authorization or dues deduction authorizations executed by any Employee in the bargaining unit in favor of any other labor Organization representing Employees for purposes of negotiations in accordance with NRS 288.

### **2-5**

The District shall provide the same monthly report (as it sends to the NSEA) of all dues deductions to the Organization.

### **2-6**

The Organization will indemnify, defend, and hold the District harmless against any claims or against any suits instituted against the District in good faith under the provisions of this Article.

### **2-7**

All legally required deductions have priority over Organization dues.

## **ARTICLE III-ORGANIZATION RIGHTS**

### **3-1**

The Organization may use the District's mail system to communicate with members of the bargaining unit. The system shall not be used to distribute political campaign materials.

### **3-2**

The Employer agrees that the individual Employee will have full freedom of association, self-Organization, and the designation of representatives of their own choosing in negotiating terms and conditions of their employment, and that they will be free from interference, restraint or coercion by the Employer, or its agents, in the carrying out of said activities.

### **3-3**

Union membership shall be at the sole discretion of the Employee.

### **3-4**

In November of each year during the term of the contract, the Organization shall furnish the Employer, in writing, with the names of its current officers and business agents or representatives.

### **3-5**

The Organization agrees that it will not place notices any place within the District properties, with exception of designated bulletin boards.

### **3-6**

Representatives of the Organization may conduct Organization business at the work sites before and after the work day. The conduct of such business shall be such as not to interfere with the individual Employee's duties.

### **3-7**

Upon one (1) week written notification from the Organization President to the immediate supervisor, a total of one hundred and sixty (160) hours inclusive may be granted Organization members each year for the purpose of attending Organization meetings, conferences, delegate assemblies, trainings, and conventions. Two (2) day notice may be given for the use of this time for other unscheduled union business. Employees taking Organization Leave will be paid the difference between their hourly rate and the hourly rate of a substitute. Additional leave may be granted as Leave Without Pay. The Organization shall reimburse the District for the cost of a substitute Employee when individuals are granted leave without pay.

## **ARTICLE IV-MAINTENANCE OF STANDARDS**

### **4-1**

Conditions and benefits of employment of Employees shall be maintained during the term of this Agreement at no less than the level in effect at the time the Organization was recognized as the representative for this bargaining unit, unless modified by a specific provision of this Agreement.

Ratified/Approved 2013-2015

## **ARTICLE V-GRIEVANCE AND ARBITRATION PROCEDURE**

### **5-1**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems, which 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.

### **5-2**

#### **Definitions:**

1. Grievance – A grievance shall be defined as any controversy, complaint, misunderstanding, or dispute arising between the parties as to the meaning or application of the specific terms of this Agreement.
2. Grievant – A Grievant is the Employee or Employees, or Organization making the complaint.
3. Days – Days shall mean calendar days exclusive of Saturdays, Sundays, legal holidays and storm days.

### **5-3**

#### **Informal Procedure:**

A grievance should first be discussed with the Grievant's immediate supervisor. If the grievance cannot be resolved in this manner, the matter may be submitted to the formal grievance procedure.

### **5-4**

#### **Formal Procedure:**

##### **Step 1. Immediate Supervisor Level**

If the grievance is to be submitted to this formal procedure, the grievant and/or the Organization shall submit in writing and sign such grievance to the immediate supervisor of the grievant. A grievance shall be submitted within fifteen (15) days after the event(s) or condition(s) on which the grievance is based or within fifteen (15) days of when the events should have been known.

The immediate supervisor shall meet with the grievant and a representative of the Organization and shall respond in writing to the grievant, the Organization, and the Superintendent within seven (7) days of the receipt of the grievance. In the event a grievance does not pertain to the immediate supervisor, the grievance may be filed at Step 2.

##### **Step 2. Superintendent Level**

If the answer of the immediate supervisor does not satisfactorily resolve the grievance, the grievant and/or the Organization may, within seven (7) days after the receipt of the written answer from the immediate supervisor, submit the grievance to the Superintendent, or his/her designee, in writing, including the answer of the immediate supervisor. The Superintendent, or his/her designee, shall hear the grievant and/or the Organization and shall submit a written



answer of the grievance to the grievant and the Organization within seven (7) days after receipt of the written grievance.

### **Step 3. Grievance Mediation**

If the aggrieved party is not satisfied with the disposition of the Grievance in Step 2, then the aggrieved party shall present the Grievance to Mediation within seven (7) workdays after the Superintendent's response in Step 2.

Procedure for Grievance Mediation:

1. The Superintendent must respond to a Grievance request for Mediation within seven (7) workdays.
2. A Mediator will be obtained from the Federal Mediation and Conciliation Service.
3. The Mediator shall confer with the Superintendent or his Designee and the Organization, and hold a hearing promptly. Nothing said or done by the parties during the mediation hearing can be used against them during the arbitration proceedings.
4. If no solution is reached to the satisfaction of both parties, the Grievance and all information in Steps 1 and 2 shall be submitted to Step 4.

In the event a grievance is appealed to arbitration as provided in this section, the Chairman of the Board or designated representation shall meet with the President of the Association or designated representative within five (5) days and shall jointly select as arbitrator a person who is recognized as experienced, impartial and competent. If the parties are unable to reach Agreement at this meeting, either party may request the American Arbitration Association to furnish an arbitrator under its Voluntary Labor Arbitration Rules.

The decision and award in writing of the arbitrator on the merits of any grievance adjudicated within the arbitrator's jurisdiction and authority as specified in this Agreement shall be final and binding on the grievant, the Organization and the Board.

The cost of such services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the Board and the Organization. All other expenses will be paid by the party incurring them.

### **Step 4. Board Level**

If the answer of the Superintendent, or his/her designee, does not satisfactorily resolve the grievance, the grievant and/or the Organization may within ten (10) days after receipt of the written answer from the Superintendent, or his/her designee, submit the grievance to the Board in writing, including the answer of the Superintendent, or his/her designee, and the immediate supervisor. The Board shall hear the grievant and/or the Organization and shall submit a written answer to the grievance to the grievant and/or the Organization within twenty (20) calendar days after receipt of the grievance. Winter and Spring breaks excluded.

### **Step 5. Binding Arbitration**

Any grievance that has been deemed meritorious by the Organization may be appealed to arbitration by the Organization within fifteen (15) calendar days of the Board's response by serving a written notice of its intention to appeal on the Board. Winter and Spring breaks excluded.

### **5-5 RIGHTS AND RESPONSIBILITIES OF THE GRIEVANT, ORGANIZATION, AND THE BOARD**

1. No reprisals shall be taken either by the grievant, Organization, or the Board, or the Board's agents against any participant in the grievance procedure by reason of such participation.
2. A grievant may be represented at any step of the grievance procedure only by Organization representative.
3. When a grievant is not represented by the Organization at Step 1, 2, or 3, the Organization shall have the right and reasonable opportunity to be present at any meeting between the grievant, the immediate supervisor, the Superintendent and/or the Board after the submission of the written signed grievance form.
4. Except for the decision resulting from arbitration or settlement, all documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file.
5. Failure by the grievant to comply with the time lines in this Article shall be deemed to be a denial of the grievance. Failure by the appropriate supervisor to comply with the time lines in this Article, absent a mutually agreed upon time extension, shall result in the grievance being deemed in favor of the grievant.

### **5-6**

It is expressly understood that grievances may be processed through the grievance procedures only until another form of appeal outside the grievance procedure is utilized. At this point, the grievance shall be deemed null and void.

## **ARTICLE VI-EMPLOYEE RIGHTS**

### **6-1**

Just Cause – No Employee will be disciplined, suspended, adversely evaluated, transferred, dismissed, terminated or otherwise deprived of any employment advantage without just cause.

### **6-2**

An Employee may restrain a pupil when it is essential for self-defense or for the protection of other persons or property or to quell a disturbance threatening physical injury.

### **6-3**

The Superintendent shall maintain, for official school District purposes, one personnel file for each Employee. This file shall be kept under conditions that insure its integrity and safe keeping.

### **6-4**

In the event an Employee is charged with civil or criminal charges and cleared of said charges, there shall be no documentation or reference to it in the Employee's personnel file.

### **6-5**

Any negative material in an Employee's personnel file shall have a life of one calendar year (365 days) from the date of said material. It must then be removed in its entirety unless it is used in accordance with Article VII.

After one year, such material may not be used unless in accordance with Article VII.

### **6-6**

An Employee shall be given a copy of all material prior to its being placed in the personnel file and shall date and sign the material prior to its placement in the file. The Employee shall have the right to examine his/her personnel file. Anonymous, unattributed or inappropriate material shall not be placed in the file. In addition, the Employee may within a ten day period submit a written response to any material placed in his/her personnel file. This written response shall then be attached to the appropriate file material and placed in the file.

### **6-7**

In a specific personnel action no use may be made of any material which has not been properly placed in the official personnel file with the exception of a verbal warning. Such verbal warning may be used only by the issuing supervisor as a step of progressive discipline in accordance with Article VII.

**6-8**

If a School District Employee is charged criminally with assault or battery-related crimes as a result of an act while on duty and enforcing school policy to maintain a peaceful and safe environment, the Employee will be entitled to reasonable defense costs by the Nye County School District. If a Court finds the Employee's conduct wanton or malicious, the Employee or former Employee shall be liable to the District for the amount of defense costs expended by the District.

**6-9**

In all instances where there is contact between administrators and a parent regarding a complaint or problem with a child and an Employee, the Employee involved shall be notified within ten (10) working days of the nature of the complaint/problem and any proposed action to be taken.

**6-10**

Any observation that results in a negative written evaluation or direction for change shall be called to the Employee's attention in writing within ten (10) working days after the observation or the discovery that results in a negative evaluation or direction for change.

**6-11**

Whenever an Employee is called before an administrator or the Board concerning any matter which may have an adverse effect on continuation in position or employment, and he/she is subject to an investigatory interview. The Employee and the Organization shall receive prior notice of the reason for such meeting or interview and shall be entitled to have a representative of the Organization present for advice and representation, during such meeting or interview. If necessary, the notice may be verbal. However, if the Superintendent has reason to believe that cause exists for the dismissal of an Employee and he/she is of the opinion that the immediate suspension of the Employee is necessary in the best interest of the students of the district, the Superintendent may suspend the Employee without pay, without notice.

**6-12**

Whenever a substitute or temporary employee is in a position, either newly created or not currently held by a regular employee, after sixty (60) calendar days, the District, at its option, must either eliminate the position, or post and fill it, pursuant to article 9-12.

## **ARTICLE VII-CORRECTIVE DISCIPLINE**

### **7-1**

Corrective and 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. The scope of the Bus Drivers job description (Appendix A) regarding their performances and behavior includes information found in Nye County School District Policy Manual, Nye County School Administrative Regulations, Nevada Department of Education School Bus Drivers Training Manual, and Nye County School Bus Drivers Handbook.

#### **7-1-1**

The District will, through a corrective discipline system, give Employees an 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 to be corrected.

#### **7-1-2**

If disciplinary action is deemed necessary, the following steps will be taken:

- a. Verbal Warning:  
A verbal warning is given to the Employee for the first occurrence of a minor offense. It is administered by the Employee's immediate supervisor. No documentation of a verbal warning is to be placed in the Employee's personnel file unless it becomes a part of another action. (Refer to Article 6-7)  
He/She may not pursue the matter under Article V.
- b. Written Reprimand 1:  
A written reprimand is given to the Employee in the instance of a more serious offense or after repeated instances of minor offenses. The supervisor will cite any policy, procedure, or law which may pertain to the offense. This reprimand has a life span of one calendar year (365 days) as long as it stands alone and does not become a part of any other action. It must also advise the Employee that it can be used against him/her at a future time as a step of progressive discipline and will be placed in his/her personnel file. The Employee must read and sign acknowledgement of the reprimand. He/She may pursue the matter under Article V.
- c. Written Reprimand 2:  
This level of discipline is given to an Employee who has repeatedly committed minor offenses, an additional serious or related offense as committed in a Written Reprimand 1, or a major offense for which this level of action is warranted. The required information is the same as in section b. If appropriate, the Written Reprimand 1 document may be attached and becomes a part of this action. It must also advise the Employee that it can be used against him/her at a future time as a

step of progressive discipline and will be placed in his/her personnel file. The Employee must read and sign acknowledgement of this reprimand. He/She may pursue this matter under Article V. The penalty for a Written Reprimand 2 may be suspension for a period of one (1) to twenty (20) work days without pay.

This reprimand has a life span as follows as long as it stands alone and does not become part of any other action:

WR2 without suspension one calendar year (365 days)

WR2 with 1-10 days suspension two calendar years (730 days)

WR2 with 11-20 days suspension three calendar (1095 days)

d. Termination:

An Employee who fails to correct unsatisfactory performance/behavior as a result of previous steps in the progressive discipline procedure will be terminated. An Employee may also be placed on suspension pending termination. A decision to suspend pending termination is made based upon the reasons for the termination and is generally utilized when an Employee is suspected of gross misconduct, or when his/her continued presence during the investigation period would be a disruption to normal District business.

## **ARTICLE VIII-SAFETY**

### **8-1**

An Employee, believing any working condition is unsafe, shall immediately notify his/her immediate Supervisor.

### **8-2**

Should the Supervisor conclude that the working condition is safe, and the Employee insist to the contrary, the Employee shall continue to work until the matter can be resolved by the District and the Organization through the grievance procedure. All grievances pertaining to this section shall start at Step 2.

## **ARTICLE IX-SENIORITY, REDUCTION IN FORCE, RECALL**

### **9-1**

Seniority shall be the Employee's length of service since the date of his or her employment in their job classification. An Employee with a work year of less than twelve (12) months shall not be considered to have suffered a break in service during the months, which are not included in the Employee's work year.

### **9-2**

The seniority lists shall be brought up to date no later than September 30<sup>th</sup> and January 30<sup>th</sup> of each year. Copies of the lists shall be provided to the Organization and posted at each work site.

#### **9-2-1**

The lists shall be for Bus Drivers, Bus Aides, School Secretaries, Clerical Aides, Health Aides, Library Aides, Custodians, Day Custodians, Certified Occupational Therapists Assistants, Computer Technicians, Para-Professionals, and Campus Monitors.

#### **9-2-2**

Employees who voluntarily sever their employment with the District, or who are terminated shall lose all seniority.

#### **9-2-3**

Seniority is only earned in a job classification while the employee is working within that respective job classification.

#### **9-2-4**

Employee shall be listed on each seniority list according to each date of hire within the respective job classification. The seniority date of an employee who returns to employment within a previous job classification where in the employee previously holds seniority shall be adjusted to accurately reflect the total seniority in that job classification.

### **9-3**

Reduction in Force (RIF) shall mean the discontinuance of employment of a bargaining unit member for a bona fide financial or program reasons.

### **9-4**

In the event it becomes necessary to lay off Employees for any reason, Employees shall be laid off according to the Reduction in Force language in Appendix E.

### **9-5**

The Organization and any Employee who is to be RIF'd, shall be given thirty days notice.



If the position is terminated because the student is no longer serviced by the District, the thirty day notice will be effective at the time the District is notified of the student's last day of attendance.

#### **9-6**

The School District agrees to consult with the Organization prior to a RIF, and shall make available to the Organization all relevant information upon request.

#### **9-7**

The School District shall establish a recall list of laid off Employees. An Employee who has been laid off shall be placed on a recall list and shall be sent position vacancy announcements in the bargaining unit. For this purpose, it shall be the Employee's responsibility to keep the District advised of his/her current address.

#### **9-7-1**

A laid off Employee may remain on the recall list for a period of three (3) years from their date of separation.

#### **9-8**

Laid off Bus Drivers shall have priority status for relief bus Driver work which becomes available. A laid off Employee does not lose this priority status if a paid assignment is declined.

#### **9-8-1**

- a. Bus Drivers and Bus Aides who bid routes in which do not include a full five day schedule (i.e. Early Childhood Routes), will be given a priority status on those days (Monday through Friday), during the school year in which they are not regularly scheduled to work. Any additional hours worked under this provision will not be considered an extension of the employee's normal bid hours.

The Priority is based upon the following:

- 1) Assignments will be offered for needs that only include single day openings (routes assigned for multiple consecutive days will not be considered).
- 2) A rotation list by seniority will be created at the beginning of the school year (bid day).
- 3) Employees must give notice that they wish to be added or deleted from the list. Employees subsequently added to the list during the school year will be added to the bottom of the list regardless of seniority. Employee may only go off and back on the rotation list twice (2X) during the school year.
- 4) Employees may turn down offers of work more than 2 days (i.e. Monday or Tuesday for a Friday route with out any consequences). They will however not be asked again until the rotation list is exhausted.
- 5) If Employees turn down an offer of work less than 2 days (i.e. Wednesday or Thursday for a Friday route the District will not be obligated to offer them a route again for that week regardless of availability.
- 6) The Employee may turn down offers of work as indicated in item #5 up to three (3) times throughout the school year without consequence. The fourth

- (4<sup>th</sup>) “turn down of addition work” will result in the Employee being removed from the rotation list for the remainder of the school year.
- 7) Specific routes being offered to an employee is the District’s prerogative.

#### **9-9**

Laid off Employees shall be recalled in order of seniority, by attendance area, to vacant positions in their job classification, prior to recall of laid-off Employees, all vacant positions shall be subject to the provisions of Article 9-12. Laid off Employees shall also be offered vacant positions in other attendance areas; however, if a position is declined, Employee will not lose any right(s) to be recalled for future positions in his/her attendance area. If a laid-off Employee declines to fill a vacant position in his/her job classification and attendance area that has equal or more hours that the laid off Employee was displaced from, said Employee loses all right to be recalled.

#### **9-10**

A Rf’d Employee retains the right for ninety (90) calendar days, during the school year, to transfer into a created or vacated position for which he/she is qualified. Transfer rights will be extended with full rights to transfer during the days between the last day of the school year and the first day of the new school year for Employees who still have transfer rights.

#### **9-11**

Employees re-employed shall retain their seniority, wage step and all other benefits accumulated prior to layoff.

#### **9-12 VOLUNTARY TRANSFER**

When the Nye County School District declares that a vacancy exists or that a new position has been created within the NCSSO bargaining unit, bargaining unit members may apply for transfer to the vacancy or new position. Posting of said job opening will be for ten (10) work days, in all attendance areas.

Voluntary transfers will be granted on the basis of experience, qualifications, evaluations, and supervisor’s approval. Seniority will be used if all other areas of comparison are equal. Should the District or its agents deny a request for transfer, it will, within seven (7) working days, provide the Employee and the Organization a written statement of its decision, together with written reason for denial.

Employees transferring from clerical aide position to secretary position shall suffer no reduction in hourly compensation.

#### **9-13 INVOLUNTARY TRANSFER**

An involuntary transfer will be made only in the case of an emergency or to prevent undue disruption of the operation of the District. The District will notify, in writing, the affected Employee, and the Organization of the specific reasons for such transfer at the time of notification of transfer. If the Employee objects to such transfer for the reason given, the dispute may be resolved through the grievance procedure beginning with Step 2.

If the dispute is ultimately resolved in favor of the transfer, or, the Organization does not process the grievance through arbitration, the Employee will, if he/she requests, be released by the District from his/her employment. An involuntary transfer will not result in the loss of compensation, seniority, or fringe benefits. Reasonable moving expenses necessitated by an involuntary transfer will be borne by the District.

**9-14**

In the event there are two or more Employees hired on the same date, the Employees will draw lots to determine their respective order on the seniority lists. This drawing will be conducted as soon as practical by the District with the NCSSO President or his/her designee present to observe.

This Article excludes bargaining unit members as covered in Article 23-5.

**ARTICLE X-STRIKES**

**10-1**

The parties agree to comply with Nevada Revised Statutes 288 with regards to strike.

**ARTICLE XI-NONDISCRIMINATION**

**11-1**

The parties agree to comply with Nevada Revised Statutes 288.270 with regards to nondiscrimination.

## **ARTICLE XII-COMPENSATION**

### **12-1**

Effective July 1, 2013 wage reductions of one and three quarter (1.75%) shall be discontinued. The NCSSO Bargaining Unit members shall be paid retroactive to July 1, 2013, on the 2013-2014 salary schedule.

- a. Effective July 1, 2013, the salary schedule shall be increased by two percent (2%) across the board for the 2013-2014 school year and paid retroactive to the NCSSO Bargaining Unit members.
- b. Effective July 1, 2013, the NCSSO Bargaining Unit members shall be placed on the appropriate salary schedule step position and paid retroactive to the NCCTA Bargaining Unit members.
- 2c. Effective July 1, 2014, the salary schedule shall be increased by one percent (1) for the 2014-2015 school year.

### **12-2**

The District shall pay the full contribution to PERS for all eligible Employees.

### **12-3**

The School District shall make every reasonable effort to equitably distribute opportunities for overtime work among qualified Employees in the affected classification(s).

- a. An Employee working more than eight (8) hours in any day shall be compensated for such time over eight hours at one and one-half (1-1/2) times the Employee's rate of pay.
- b. In the computation of eligibility for overtime pay, any hours paid for but not worked which are included in the regular work schedule, shall be counted.
- c. It is understood that Article 20-4BD shall determine compensation for all field trip/sport activity runs.
- d. Employees who "substitute" for the District outside their current job classification during their normal work day will be compensated at their normal rate of pay. Employees may be offered "substitute" or additional work outside their current job classification or the normal work day or year, if they voluntarily accept this offer they will be compensated at the District approved pay for substitute or additional work.

**12-4**

It is the intent of the School District to complete Personnel Action Forms as soon as possible. However, Personnel Action Forms will be completed in no more than ten (10) working days. The Nye County School District will provide the Nye County Support Staff Organization a copy of any/all Personnel Action Form which involves Bargaining Unit Positions.

**12-5**

Within one (1) month of the beginning of the school year or the hiring date of an Employee, Employees will be able to deduct through a payroll deduction plan a specified salary amount from their net salary payment each pay period (twice per month) during their traditional work year calendar. This deducted amount will be withdrawn in two (2) equal payments during the summer months. The decision once made by the Employee to withhold funds will be final and not subject to further adjustment for the remainder of the school year unless the Employee leaves the employment of the District or there is not enough money to cover the deduction.

## ARTICLE XIII-LEAVES

### 13-1 SICK LEAVE

- a. The District will grant Employees, who work four (4) hours per day fulfilling assigned duties, sick leave.
- b. It is understood that Employees in the YRE programs shall accrue sick leave like traditional program Employees except when off track.
- c. Eligible Employees shall accumulate sick leave at the following rates:  
Four (4) hour Employees, 5 hours per month, YRE 5 hours per 20 work days  
Five (5) hour Employees, 6.25 hours per month, YRE 6.25 hours per 20 work days  
Six (6) hour Employees, 7.5 hours per month, YRE 7.5 hours per 20 work days  
Seven (7) hour Employees, 8.75 hours per month, YRE 8.75 hours per 20 work days  
Eight (8) hour Employees, 10.00 hours per month, YRE 10 hours per 20 work days  
Partial months shall be pro-rated  
Nine (9) month 11.25 days per year  
Ten (10) month 12.50 days per year  
Eleven (11) month 13.75 days per year  
Twelve (12) month 15.00 day per year  
Sick leave may be accumulated up to 180 days.
- d. The School District shall provide a written statement for every Bargaining Unit Member with the first paycheck of the school year indicating the total accumulated sick leave credited.
- e. Each Employee shall provide written proof of the necessity of sick leave, if such proof is required by the Superintendent or their designee. The proof shall be submitted in one of the following forms:
  1. Physician documentation.
  2. Co-Pay or Payment Receipt.
  3. Signed written statement from the Employee stating the necessity for the sick leave absence is for personal illness or accident, disability, maternity/childbirth, personal medical appointments, quarantine or communicable disease; or as provided by the Master Contract Article 13-1 (i) and Article 13-2. This statement may be written in any form on an 8 1/2" x 11" paper stock.
- f. The Employee must notify his/her Immediate Supervisor when sick leave is required. Such notice should be given on the preceding day, if possible. In an emergency, notification shall be made as soon as possible.
- g. No sick leave benefits will be earned if an Employee is off work without pay or on SIIS.
- h. After ten (10) years of service, and upon termination of employment, a Bargaining Unit Member will receive a lump sum payment for all hours of accumulated, unused

sick leave, up to 720 hour's maximum; at the rate of 25% of his/her current hourly wages times the number of hours accumulated.

- i. A Bargaining Unit Member may use up to eighty (80) hours of accrued sick leave hours each year for the necessary care of ill or disabled immediate family members or anyone living in the same household. Other serious family illness shall be allowed with the recommendation of the supervisor and the approval of the Superintendent.

### **13-1-1 FITNESS FOR DUTY – RETURN TO WORK**

1. When an Employee's absence from work begins with a document from a Physician/Doctor stating the Employee is unable to work, the Employee must have a document from a Physician/Doctor stating the Employee is fit for duty and can return to work.
2. When an Employee's absence from work begins by the District requiring proof of the Employee's fitness for duty, the District will pay for the Physician/Doctor appointment. The Physician/Doctor will be of the District's choice. If the Physician/Doctor chosen by the District is outside the community the Employee works, mileage expense shall be reimbursed at the GSA rate per mile at the time of the Physician/Doctor appointment.
3. If the District's chosen Physician/Doctor requires additional appointment(s) to determine the Employee's fitness for duty, the District shall pay the costs of the appointment and reimburse mileage as in number 2 above.
  - a. If the Physician/Doctor determines the Employee is fit for duty and the Employee has no sick leave time remaining, the District will reimburse the Employee for the lost time at their regular rate of pay.
  - b. If the Physician/Doctor determines the Employee is not fit for duty, the District will not reimburse the Employee for the use of sick leave or pay due to lost time from work.
4. If the District determines an Employee's use of sick leave is dishonest or fraudulent, the District may take appropriate action pursuant to Article VII – Progressive Discipline.

### **13-2 BEREAVEMENT LEAVE**

With the approval of the Superintendent, the Employee may use a reasonable amount of sick days in the event of death in the immediate family. This includes mother, father, sister, brother, children, spouse and grandparents.

### **13-3 PERSONAL LEAVE**

The District will grant Employees, who work four (4) or more hours per day fulfilling assigned duties, personal days.

- a. At the beginning of each fiscal year eligible nine (9) month, ten (10) month and eleven (11) month Employees will be credited with two (2) personal days of leave at full pay. Unused personal days will be allowed to accumulate up to a total of three (3).
- b. At the beginning of each fiscal year, each twelve (12) month employee will be credited with three (3) personal days of leave at full pay. Unused personal days will be allowed to accumulate up to a total of five (5) days.

#### **13-4 JURY AND WITNESS LEAVE**

- a. Any Employee receiving notice of jury duty shall submit a copy of the notice to his/her immediate supervisor promptly and shall work as much as his/her regularly scheduled day as jury duty permits.
- b. Employees appearing for jury duty shall receive their regular pay for the period of absence caused by the jury duty and monies received for jury services shall be remitted to the District.
- c. Any per diem or transportation allowance shall be retained by the Employee.

#### **13-5 PARENTING LEAVE**

An unpaid leave of absence up to one year shall be granted to any Employee for the purpose of caring for a newly born or adopted child. Such leave shall be requested as early in advance as practicable.

#### **13-6 UNPAID LEAVE**

A Bargaining Unit Member who runs out of sick leave shall be granted an unpaid leave of absence for the duration of the illness or disability. An unpaid leave of absence may be granted for those eligible pursuant to Article 13-1-i. Other serious family illness shall be allowed with the recommendation of the supervisor and approval of the Superintendent.

##### **13-6-1**

The position of a bargaining unit member granted an unpaid leave of absence shall be filled with a substitute until the return, the retirement, or the resignation of the employee on leave of absence.



### **13-7 SICK LEAVE BANK**

Under this Negotiated Agreement all Employees of this bargaining unit who have been employed by NCSD no less than one (1) year will be allowed to join and participate in the Sick Leave Bank.

The Sick Leave Bank is to assist Employees who have long term personal illness, injury or disabilities and have exhausted their sick leave accumulations. Before a request for time from the Sick Leave Bank will be considered, an Employee must be off work for 7 contiguous working days or more due to a long term personal illness, injury, or disability.

1. The enrollment period for the Sick Leave Bank will be between the first day of the new school year and October 15<sup>th</sup> or between January 15<sup>th</sup> and February 15<sup>th</sup> of the same school year. An Employee that has enrolled in the Sick Leave Bank will continue their membership in the bank from year to year.

Enrollment forms can be secured from any NCSO representative or Sick Leave Bank Committee member or the Nye County School District office.

An Employee may end participation in the Sick Leave Bank only with a written withdrawal request submitted to the NCSO and the NCSD in the same manner as outlined in Article 2-1 starting third sentence first paragraph at the addresses list on the cover page of this Master Agreement and will not result in reimbursement of the time contributed to the Sick Leave Bank.

- a. When a Sick Leave Bank Member is no longer employed by the District they will be removed from the Sick Leave Bank immediately. If the Employee resumes employment they must, using the Sick Leave Bank request form, re-enroll within thirty (30) calendar days of re-hire or wait until open enrollment.

2. Days from the Sick Leave Bank may be granted to any Employee who has joined the Sick Leave Bank and has met the above criteria.

3. When an Employee joins the Sick Leave Bank, the minimum contribution shall be one (1) day with a maximum of ten (10) days. All members will be assessed at least one (1) annually as needed. Employees already enrolled may use enrollment form to donate more days than required if they elect to do so.

4. The maximum cumulative number of days which any one person can be granted from the Sick Leave Bank during one school year is twenty (20) days. The maximum cumulative number of days which any one person can be granted from the Sick Leave Bank during their period of employment with the NCSD is forty-five (45) days.

5. Employees who are members of the Sick Leave Bank may be granted sick leave upon written request to the Sick Leave Bank Committee Chairman. If an inquiry about Sick Leave Bank time is made of payroll, that department shall refer the Employee to the current Sick Leave Bank Committee Chairman.

- a) The Sick Leave Bank Committee must receive appropriate proof of medical need provided by the applicant for benefits. Including but not limited to a doctor's statement or excuse detailing the amount of days off work needed. The written request by the Sick Leave Bank member needs to contain their contact information including a mailing address, telephone

number, and any emergency contact person. This request must include the number of days the member is asking to be granted and any other information the member feels necessary.

- b) Any communication from the Sick Leave Bank Committee about time granted or denied will be made only with the Sick Leave Bank member or emergency contact person stated in their written request and the Payroll Department as necessary.
- 6. The Sick Leave Bank Committee will consist of four Organization members appointed by the Organization President, two Administrators, and one Board member. The Sick Leave Bank Committee shall develop and prepare criteria to determine the amount of sick leave, if any, is to be granted.
- 7. The maximum number of sick leave days allowed in this bank, per school year, shall be two hundred (200). If the number of days falls below fifty (50), the Sick Leave Bank Committee may assess each member one (1) additional day.

In the event that an additional assessment of the membership would need to be made to try and bring the Sick Leave Bank back up to the maximum number of days allowed.

- a. A member cannot be assessed more than twice in one (1) school year (Grant repayment excluded).
- b. Assessments will be alphabetically by last name.
- c. If the most recent assessment did not include all members, then the next assessment would start with those not assessed rotating continually through the list.
- d. Members who cannot be assessed due to lack of sick leave accrued, will be put in a payment due list until they have been equally assessed. Members must repay the sick Leave bank first before they may use accrued sick leave. Members on this list will be notified as soon as is reasonable.

Time granted by the Sick Leave Bank Committee will be repaid at the time the Employee has accrued more sick leave hours. Grant assessment takes precedent. The repayment will be equivalent to one day per grant and will be deducted immediately by payroll. Each grant will be considered individually and will have its own deduction and will be deducted accordingly. More than one grant could cause more than one deduction in a school year.

**Nye County School District**  
**REQUEST TO JOIN THE NCSO SICK LEAVE BANK**

NCSO-Article 13-7 Sick Leave Bank states:

“Under this Negotiated Agreement all Employees of this bargaining unit who have been employed by NCSD no less than one (1) year will be allowed to join and participate in the Sick Leave Bank.”

Please fill out the information in the box below and forward this form to your union representative. It is the Employee's responsibility to complete this request form and submit to their NCSO representative between the first day of the new school year and October 15<sup>th</sup> or between January 15<sup>th</sup> and February 15<sup>th</sup> accordingly. It is the NCSO representative's responsibility to return these forms to payroll prior to November 1<sup>st</sup> and or March 1<sup>st</sup> accordingly.

As per the above-mentioned Article of the Master Contract between Nye County School District and the Nye County Support Staff Organization I am requesting to join the NCSO Sick Leave Bank (Bank). I have been employed by NCSD for one year, or longer, and agree to donate one (1) to ten (10) days to this Bank which I have indicated below. I understand I will not be granted more than twenty (20) days per school year nor will I be granted more than forty-five (45) days during my tenure with NCSD. I agree to re-pay the Bank one (1) day per grant which will be deducted immediately upon accrual and to donate one day annually or as required by the Bank to maintain membership. I understand upon termination of my employment with NCSD or withdrawal from the Bank I will not have any time donated reimbursed to me.

\_\_\_\_\_  
Last Name,                      First Name (Please print)                      School

\_\_\_\_\_  
Job Classification

\_\_\_\_\_  
School Year

Effective date (circle one): October / March \_\_\_\_\_.  
(Year)

I would like to donate \_\_\_\_\_ day(s) of my sick leave.  
(1 - 10)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**OFFICE USE ONLY:**

\_\_\_\_\_  
NCSO Representative Initial/Date

\_\_\_\_\_  
Initial (verified by payroll dept.)/Date

**13-8 ANNUAL LEAVE**

Annual leave for qualifying employees represented by this bargaining agreement will be afforded annual leave in accordance with Nye County School District Policy #6231 as revised on September 3, 2013 and in effect on January 23, 2014.

Ratified/Approved 2013-2015

## **ARTICLE XIV-HOLIDAYS**

### **14-1**

The School Board or its designee, and the Association Presidents of NCCTA & NCSO or their designee, will cooperatively formulate a variety of plans for the integration of winter or spring break vacations into the school calendar by March 15, of the prior year. Teachers and Support Staff will vote for the plan they prefer by April 1.

The counting of the ballots will be done by the School Board, or its designee, and the Association Presidents or their designees. The response of the majority of both Organizations participating in the vote will determine the winter and spring vacations. The School Board will reserve the right to determine all other aspects of the school calendar.

### **14-2**

All full-time Bargaining Unit Members shall receive paid holidays which occur during the Employee's work year. Full-time for the use of this Article only will be eight hours or more per day. For nine (9) month Employees, the holidays are: Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, New Years Day, Martin Luther King Day, Presidents Day, and Memorial Day. For twelve (12) month Employees add 4<sup>th</sup> of July to the nine (9) month list.

a.

12 month secretaries, computer technicians and custodians normally work 260 days per year. They will back out of that 260 days per year the Nye County School District Office Holidays and Vacation Days calendar for the 2003/2004 school year – 17 days, leaving 243 days. Additionally, they would back out the 9 Federal holidays which are recognized during their work year, leaving 234 scheduled actual workdays.

Additionally, 12-month employees may use their annual leave from the 234 days and be compensated. Their 12 month salaries will be left the same.

b.

8-hour clerical aides will continue to receive compensation as they have in the past and will not adjust their 185 day schedule for the 2003/2004 work year.

## ARTICLE XV-HEALTH INSURANCE

### 15-1

1. Any Employee who works thirty (30) hours per week fulfilling assigned duties shall be provided health benefits during his/her work year, within the terms and conditions of the present Nye County School District's group health insurance plan. All costs medical, dental, and vision for eligible Employees only will be paid for by the District. Nye County School District will pay twelve (12) months of insurance premiums for all ten-month Employees working six (6) or more hours per day. Nye County School District will pay eleven (11) months (August 1 thru June 30) of insurance premiums for all eligible participating nine (9) month employees working six (6) hours or more per day in accordance with the existing Health Insurance Plan and past District practices. Nine (9) month eligible participating employees may purchase July coverage at the same employee contribution rate as contributed by the District.

2. On or before August 1, an advisory only Insurance Review Committee will meet for the purpose of reviewing the present health insurance plan terms and conditions for the possibility of change. All affected employees must be notified of any agreed to change or notice of no change each year in accordance with federal requirements.

3. In the development of a self insurance fund, the Nye County School District, its Board of Trustees, the NCCTA and the NCSSO recognize the need to stabilize the expenses from the general fund in the provision of health insurance. To that end, the parties agree to the following:

1. The Associations and Organization Presidents shall have access to all information provided to the District by the plan administrators.

2. Monthly premiums for Employees (paid by the District) and for dependents (paid by the Employee) must be placed in the Health Insurance Claim Fund on a timely basis.

3. All interest income earned off monies in the Insurance Funds must be placed back in the respective Insurance Fund.

4. With the exception of payment of benefits and fees, ordinary and usual expenses associated with the operation of the self-insurance program, no funds shall be removed from the Claim Fund.

5. A required reserve fund will be established based on an actuarial audit of expected claims. It is recognized that the required reserves will not be available in the initial years but any excess over claims made plus any interest earned will continue to accrue to the reserve fund. If the required reserve fund ever reaches 125% of that figure the insurance committee shall make a recommendation to the Board of Trustee and the Association's Executive Board for possible improvements in the self insurance plan.

6. Re-insurance (stop loss) will be maintained to provide an aggregate cap in an amount not to be less than 125% of the then current fiscal year expected claims. At no time will this aggregate cap insurance be eliminated.

7. Re-insurance (stop loss) will be maintained to provide an individual cap at the amount as approved by the Joint Insurance Committee upon renewal of the Health Plan each year. This amount of the individual stop loss insurance may be changed upon recommendation of the insurance committee with Agreement of both parties. At no time will this individual cap insurance be eliminated.

8. Once the self-insurance plan is established (equal to or better than the current plan), its level of benefits becomes the minimum that must be maintained. Changes in the terms and

conditions of the present Nye County School District's Health Self-Insurance Plan, including but not limited to premiums, plan administrator, carrier, benefits and features, shall only be made with the mutual consent of 1) the Nye County School District Board of Trustees; and 2) the Joint Insurance Committee of the NCCTA Board of Directors and the NCSSO Board of Directors. Membership on the Joint Insurance Committee will be proportional between NCCTA and NCSSO based on the number of Employees represented by each union who are covered by the group health insurance plan. In the event the parties are unable to reach Agreement on the changes, the parties shall seek the assistance of an FMCS mediator.

9. Dependent premiums are determined annually at 100% of expected claims for that class.

10. The District's cost of Employee's premium will be calculated annually at 100% of the expected claims plus administrative and re-insurance costs plus and additional amount up to 25% of the expected claims to reach the required reserve.

11. The Insurance advisory committee, consisting of 1) the Budget Director and other management representatives as assigned by the Superintendent of Schools; 2) representatives of the NCCTA and NCSSO; and 3) a representative of the NCSD Board of Trustees, or their designees, shall:

- a. Review the actuarial soundness of the program
- b. Review the benefits and features of the program
- c. Review premium requirements
- d. Evaluate the plan administrator
- e. Review the re-insurance
- f. Evaluate and review any other factors that may affect the insurance carriers
- g. Annually solicit bids, both from plan administrators and health insurance carriers.
- h. Provide information and make recommendations on all of the above to the Board of School Trustees and the Joint Insurance Committee.

12. Each Committee member, at his/her option may have a consultant attend any meeting of the committee.

13. Disputes over the interpretation of this Agreement are subject to the Grievance Procedure in the parties' Master Contracts.

4. See Appendix F for a copy of the Health Insurance Agreement between NCCTA, NCSSO and NCSD that is reflected in this Article.

#### **15-2**

Deleted/Removed

#### **15-3**

Members of the bargaining unit shall pay all costs for dependent coverage.

## **ARTICLE XVI-WORK DAY**

### **16-1**

The normal work week shall be Monday through Friday. Employees working more than four (4) hours per day will be granted a consecutive thirty (30) minute duty-free break, upon request.

### **16-2**

Call Back – Any Employee called back in to work One (1) hour and One (1) minute or more before or after the consistent and specific scheduled starting and ending hours in an Employee's workday, shall be compensated a minimum of two (2) hours worked, at their regular step wage. This applies to all job classifications unless otherwise negotiated in this agreement. Overtime will be paid when applicable.

### **16-2-1**

Work hours will be consistent and specific as it pertains to an Employee's job classification and any school day, Monday through Friday. There will be no split shifts unless consistent with the specific job classification.

### **16-3**

It shall be the responsibility of the Employer to inform all Employees of the rules and policies, and regulations of the District.

Changes to the existing rules, policies, and regulations shall be noticed to the Organization thirty (30) calendar days prior to the implementation of any change except when there are apparent safety or emergency circumstances.

### **16-4**

It will be the duty of the Employees to observe the rules and policies of the District, including, but not limited to, the School Bus Drivers Training Manual of the Nevada Department of Education and the Nye County School Bus Drivers Handbook.

### **16-5**

The Employer will adhere to the policies it has set and see that they are carried out in a fair, equitable, and consistent manner.

### **16-6**

Library Aides will work 180 days.

### **16-9**

Mandatory meetings and/or training will be held during the adopted calendar school year. Any mandatory meeting and/or training held outside of the adopted calendar school year will be discussed with the Organization prior to the end of each calendar school year.



## **ARTICLE XVII-DISTRICT RIGHTS**

### **17-1 RETENTION OF DISTRICT PREROGATIVES**

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Board of Trustees of the Nye County School District, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion, to the following:

- to direct its Employees;
- to hire, promote, classify, transfer, assign, retain, suspend, demote, discharge, or to take disciplinary action against any Employee;
- to determine appropriate staffing levels, work performance standards, content of the work day, and workload factors;
- to relieve any Employee from duty because of lack of work, lack of money, or for any other legitimate reason;
- to manage its governmental operations efficiently;
- to establish the methods and means by which its operations are to be conducted;
- and to take whatever actions may be necessary to carry out its responsibilities in situations of emergency.

### **17-2**

The employer's failure to exercise any prerogative or function hereby reserved by it, or the employer's exercise of any such prerogative or function in a particular manner shall not be considered a waiver of the employer's right's reserved herein or preclude it from exercising the same in some other manner not to conflict with the provisions of this Agreement. Notice requirements set forth in this Agreement shall not be deemed as a limitation on the employer's right to exercise its prerogative.

## ARTICLE XVIII-BUS DRIVER

### 18-1 BD

The scope of the Bus Drivers Job Description (Appendix A) regarding their performances and behavior includes information found in the Nye County School District Policy Manual, Nye County School Administrative regulations, Nevada Department of Education School Bus Drivers Training manual, and the Nye County School Bus Drivers Handbook.

### 18-2 BD

The above mentioned Article 7-1 is a progressive discipline plan for all items of duties and responsibilities in the aforementioned Nye County Bus Drivers Job Description, Nye County School District Policy Manual, Administrative Regulations, Nevada Department of Education School Bus Training Manual, and Nye County School District Drivers Manual except for the following:

OFFENSE	MAXIMUM PENALTY/ FIRST OCCURRENCE
Speeding (cited) / loaded	Two day suspension w/o pay
Speeding (cited) / unloaded	Written reprimand
Unauthorized stops (loaded / emergencies are excluded)	One day suspension w/o pay
Unauthorized stops (unloaded / bathroom / soda / phone use excluded)	Written warning
Preventable accidents (i.e., backing or roll-away's)	Two day suspension w/o pay
Preventable accidents with damage	Five day suspension w/o pay
Driving under the influence of alcohol or stupefying drugs	Termination
Failure to have eye supervision with easy access to bus during loading/unloading of students	Two day suspension w/o pay
Personal use of Nye County School Bus	Two day suspension w/o pay
Running out of fuel (Excluding mechanical failure)	Two day suspension w/o pay
Failure to clean buses (when time is allocated)	Written warning
Failure to clean windows and mirrors	One day suspension w/o pay
Allow any object to obstruct movement in aisles preventing access to an exit	Termination
Bus accident where students and/or other parties are injured	Suspension w/pay from driving until investigation is completed
Bus accident where student and/or other parties are injured (Cited)	Termination
Failure to follow pre-safety trip log	Written warning
Failure to winterize bus	One day suspension w/o pay

### **18-3**

An Employee's absence for three (3) work days without notification/approval to/of the immediate supervising administrator or designated representative shall be grounds for discipline, up to and including dismissal.

## **ARTICLE XIX-SAFETY (BUS DRIVERS)**

### **19-1**

In order to insure safety while transporting students, the District shall establish and maintain a disciplinary procedure to control unruly behavior by students on District Buses.

### **19-2**

Schedules will be developed at the beginning of each sport activity season to include all known trips for that season. The schedules shall consist of the date, place, and time of the sport/activity.

### **19-3**

An itinerary shall be developed for each sport activity/field trip and assigned in conjunction with Appendix C and/or D, no later than forty-eight (48) hours and no sooner than five (5) working days (extended holidays excluded) prior to its departure.

All field trips, and sport/activity runs will be marked clearly, with time and date by the Transportation Director or designee as soon as is reasonable, in order of physically receiving itinerary in the Transportation office. A list of students that will be transported shall be furnished to the Driver prior to the sport/field trip departure. This list shall consist of:

- Student's Name, Parent or guardian, and phone number

The itinerary shall consist of the date, of departure, destination, time of departure, return time, any stop that is anticipated, how long the stop will be, coaches, and numbers of students/chaperons. The name and telephone number of the Driver's supervisor shall be included in the itinerary for all sport activity/field trip runs. The itinerary shall take into consideration the time taken for the pre-trip and fueling, as well as the time to clean the bus after the sport activity/field trip run. Example:

- PRE-TRIP 30 min., FUELING 15 min., STAND-BY 15 min., CLEAN-UP 30 min.

### **19-4**

An Employee shall not be on duty for more than fifteen (15) hours during a twenty four (24) hour period. An Employee shall not drive more than ten (10) hours during any fifteen (15) hour duty.

### **19-5**

Should a Driver exceed the required time above and has notified a supervisor and is still required to bring the bus in and is cited for exceeding the maximum allowable driving and duty time, the District will reimburse the Driver for the cost of that fine only.

**19-6**

Whenever possible, radios will be provided for activity trips. However, NCSD would be willing to try an experiment by placing two-way radios on two activity buses in one location to see whether or not communications in the rural areas using this method would be successful.

**19-7**

Assigned sport/activity/field trip Drivers may mutually exchange assignments by notifying their supervisor. If the Drivers exchange trips they shall remain in the regular spots on the official rotation list.

**19-8**

In the event there is a need for a Driver to be called out on an sport/activity/field trip to relieve another Driver that has or will be going over on time according to the Negotiated Agreement, State or Federal law, the Driver that goes out to meet the other Driver will not be charged with a trip and shall remain in the rotation as per Appendix C or D.

## **ARTICLE XX-COMPENSATION (BUS DRIVERS)**

**20-1**

Qualified Bus Drivers then qualified Employees of the bargaining unit shall have first right of refusal for all sports activity runs that include more than twelve (12) students. Any sport shall constitute a sport activity run. An athletic contest shall be defined as any athletic contest involving two (2) or more schools/contestants. Selection of qualified Employees for specific sports activity runs shall be through a rotation list, as described in Appendix D of this Agreement. The rotation list will only be changed through negotiations. The Nye County School District reserves the right to transport up to twelve (12) students in vehicles other than a school bus at any time with no limitation on the number of trips for the purpose of any sport activity or athletic contest. The Nye County School District reserves the right to transport more than twelve (12) students in carriers other than a Nye County School Bus for the purpose of any sport activity or athletic contest up to twenty (20) times each school year. The District will notify the Organization in writing of its intent to implement this provision of the Article, not less than five (5) working days before the trip departs.

**20-2**

Field trips shall be serviced through a rotation list as indicated in Appendix D. More than twelve (12) students constitute a field trip.

### **20-3**

Qualified Bus Drivers then qualified Employees of the bargaining unit shall have the first right of refusal for all field trips that include more than twelve (12) students. The Nye County School District reserves the right to transport up to twelve (12) students in vehicles other than a school bus at any time with no limitation on the number of trips for the purpose of any field trip. The Nye County School District reserves the right to transport more than twelve (12) students in carriers other than a Nye County School Bus for the purpose of fieldtrips. This right will be limited to up to twenty (20) field trips each school year. This excludes out-of-state trips. The Nye County School District will notify the Organization in writing of its intent to implement the other carrier's portion of this article for trips of more than twelve (12) students, not less than five (5) working days before the trip departs.

### **20-4BD**

All out of town field/sport activity runs/trips shall be compensated at \$.36 cents per mile for each mile traveled. In addition, each Driver will be paid at the rate of \$8.25 for each hour during the down time, not including normal night time sleep, during each twenty-four (24) hour period.

Represented employees of the NCSO bargaining unit whose primary job classification is other than that of "School Bus Driver" and periodically (outside of an established rotation list as described in "Appendix C & D) drive a school bus for the purpose of performing "out of town" field/sport activity runs/trips on a day they are normally scheduled to work their primary job will be allowed to collect their regular hourly wage for the "standby/down time" in lieu of the amount listed for up to eight (8) hours. Total hours for driving (compensated by the per mile rate) and said "standby/down time or other hours worked cannot exceed fifteen (15) hours for any day.

Examples: driving 8 + regular work 3 + standby 4 = 15

driving 8 + regular work 0 + standby 7 = 15

driving 4 + regular work 3 + standby 5 = 12

driving 6 + regular work 0 + standby 8 = 14

Compensation for field/sport activity bus Drivers will be increased by the same percentage and at the same time as the negotiated wage increase for the NCSO Bargaining Unit Members as shown on the salary schedule (appendix B).

Payment for field/sport activity trip sheet, along with associated travel claims submitted to Transportation between the 1<sup>st</sup> and 15<sup>th</sup>, will be paid with the end of the month payroll.

Payments for trips submitted to Transportation between the 16<sup>th</sup> and the end of the month, will be paid with the 15<sup>th</sup> of the next month payroll.

### **20-5**

In-town field trips shall be paid at the Driver's normal hourly rate. If a field trip Driver rejects any field trip three (3) times in rotation, he or she will be removed from the field trip rotation list for the remainder of the school year. Drivers that are on an approved leave pursuant to (Article 13-1, 13-2, 13-4 & 13-5) and a leave form submitted 72 hours prior to the proposed trip will not be charged a refusal but will be considered "not available". The Nye County School District will not be obligated to contact or offer any Driver that is on a proposed leave as stated above

#### **20-6**

If an activity trip Driver rejects any trip three (3) times in rotation during a particular activity or sports (season), he/she will be removed from the activity trip rotation for the remainder of that particular sport season. Drivers that are on an approved leave pursuant to (Article 13-1, 13-2, 13-4 & 13-5) and a leave form submitted 72 hours prior to the proposed trip will not be charged a refusal but will be considered "not available". The Nye County School District will not be obligated to contact or offer any Driver that is on a proposed leave as stated above. It is understood that if a Driver refuses an activity trip because of verified Organization business, death in the family, or hospitalization, that refusal will not be counted.

#### **20-7**

Required disciplinary/parent conferences will be held either thirty (30) minutes pre or post Drivers scheduled run. Any disciplinary/parent conferences will be compensated at the Driver's regular hourly rate. Disciplinary/parent conferences are ones held in person at a school site between parent(s), Driver, site administrator and transportation representative (if available). Disciplinary/parent conferences exclude telephone contact/conference between parent(s) and Driver.

#### **20-8**

Single lodging accommodations will be pre-arranged by the District for the Drivers during all overnight field trips or sport/activity runs. All such accommodations will be at District's expense. Drivers will be compensated reasonable meal expenses per District policy for all field trips, and or sport/activity runs in excess of eight (8) hours. Reimbursement for expenses shall be made in accordance with Article 20-4BD.

### **ARTICLE XXI-MEDICAL EXAM**

#### **21-1**

For each member of the bargaining unit that is required by Law or the School District to get a medical exam, the District will pay for the initial exam, not to exceed \$100.00. After five (5) years of service to the Nye County School District, The District will pay the cost of medical exams, not to exceed \$100.00.

This Article will be effective on the date of signing.

### **ARTICLE XXII-BUS DRIVERS LICENSE EXAM**

#### **22-1**

The District shall pay the cost for one renewal license exam required for Bus Drivers.

## **ARTICLE XXIII-WORK DAY (BUS DRIVERS)**

### **23-1**

The hours in the work day for Bus Drivers will be that of their regularly scheduled run as bid at the beginning of the school year or whenever the route may be rebid.

Should the regular report time of a Driver or Aide be adjusted to accommodate scheduled parent/teacher conferences (up to four (4) per school year), which causes the requirement for the Driver or Aide to have a three (3) tier (AM-Mid-PM) in lieu of the "normal" two (2) tier (AM-PM) report time schedule, the employee will be compensated an additional one (1) hour of regular pay (with overtime if applicable) in addition to their regularly scheduled hours for that day. Any additional work day adjustments that create a three (3) tier report time day (adding a MID report time) will be considered "call back" pursuant to Article #16-2. If the employee does not work all three segments, then they will be compensated for the actual time worked for the day.

### **23-2**

A procedure for bidding on bus runs, that has a bus aide assigned, will be established based on seniority by attendance area, with the most senior bus aide bidding first. This is to occur prior to the opening of each school year. The bidding is to reoccur if:

- (1) A new run is to be added where an aide is assigned,
- (2) The length of any run, where an aide is assigned, changes more than one hour,
- (3) The number of days in a run changes where an aide is assigned.

Additionally, Nye County School District reserves the right to reassign bus aides, within their attendance area, if hours are equal. This reassignment shall not be for disciplinary purposes.

### **23-3**

Bus Drivers will be paid, one (1) hour per week, up to two (2) times per pay period, at their regular hourly rate for sweeping out the inside of the bus, keeping front windshield and back windows clean, keeping mirrors clean, and fueling the bus. Bus Drivers who are required (due to fuel tank capacity and miles driven) to fuel their regular assigned bus more than prescribed above will be compensated at their regular hourly rate for ½ hour for each fueling requirement.

This Article will be effective on the date of signing

#### **23-4**

It will be the duty of the Employees to observe the rules and policies of the District, including, but not limited to, the School Bus Drivers Training Manual of the Nevada Department of Education, and the Nye County School Bus Drivers Handbook.

#### **23-5**

A procedure for bidding on bus runs will be established based on seniority by attendance area, with the most senior Driver bidding first. This is to occur prior to the opening of each school year. The Bus Drivers in each attendance area will be advised as to the hours of each run prior to the beginning of the bidding procedure. Except in cases of emergency, Drivers must attend the bidding meeting. Should a Driver not attend the meeting, at the conclusion of the bidding process the District has the authority to assign routes to Drivers who failed to attend. In said cases it is the responsibility of the Driver to inform the Transportation Director or his designee of their route preference and the reason for the emergency. Drivers who fail to attend bidding or inform the Transportation Director of their preference shall be RIF'd, with no displacement rights pursuant to Appendix E, should there be no open routes available. Additionally, Nye County School District reserves the right to reassign Drivers, within their attendance area, if hours are equal. This reassignment shall not be done for disciplinary purposes.

For the Pahrump Transportation Area Employees hired prior to July 1, 2003, the seniority list as posted for the Pahrump Transportation Employees as of July 1, 2003 will be used for all Pahrump Transportation issues (bidding/rebidding etc.).

#### **23-6**

There shall be re-bidding if:

- a. A new run is added;
- b. The length of a run changes one (1) hour or more;
- c. The number of days of a run changes;
- d. The position is opened by a resignation;
- e. The time of a run increases resulting in the awarding of benefits.

#### **DEFINITION**

When re-bidding is done for any of the aforementioned reasons the run/runs that shall be re-bid are only the one/ones that have been changed or added. All Drivers in the attendance area shall receive a seventy-two (72) hour written notice of the re-bidding.

If no current regular Driver in the attendance area takes an open route, that job will be posted county wide for ten (10) workdays for transfer.

The notice shall consist of:

- (1) the time and place where the re-bidding will take place;
- (2) the affected route/routes;
- (3) the reason for the re-bidding;
- (4) the number of hours in the affected route/routes.

The re-bidding will start with the most senior Driver and continue down the seniority list until the new or changed route/routes have been accepted by a Driver.



If a Driver that currently has a route takes the new or changed route/routes, then his/her route shall be re-bid in the same manner before any other bidding can be done. Any necessary subsequent re-bidding will occur during the same meeting.

### **23-7**

When an Employee elects to give up his or her regular run for a scheduled trip run and that trip run is canceled, with less than 24 hours notice, the Employee will receive pay for his or her regular run. If the trip is canceled with at least 24 hours notice the Employee will be expected to drive the regular route to receive that pay.

### **23-8**

For any mandatory training(s), Employees will be paid their regular hourly rate and will receive transportation costs if such transportation is not provided by the District. Voluntary training(s) will be at the Employee's expense.

This Article will be effective on the date of signing

### **23-9**

The Nye County School District shall provide training on how to handle unruly parents/guardian, for when a bus Driver is required by District Policy to contact parents/guardian concerning discipline problems on his/her bus.

### **23-10**

Auditing of bus runs shall follow the criteria below:

- (a) Should either the School District or NCSSO believe the workday of a Driver is incorrect, upon request by either party an audit will be scheduled.
- (b) The audit will be conducted by a representative of the School District and a representative of the NCSSO.
- (c) In the event the audit is requested by the School District, the District shall pay the regular compensation for the NCSSO representative.
- (d) In the event the audit is requested by the NCSSO, the NCSSO shall use union leave to provide the regular compensation for the NCSSO representative.

### **23-11**

For the 2007-2008 and 2008-2009 school years the Nye County School District is adding and reconfiguring "regular" bus routes to the Pahrump attendance area. To operate the bus transportation system in the most efficient manner (per Article 17-1 and 17-2), the existing 2006-2007 routes will be modified. It is anticipated that for 2007-2008 this will impact the daily hours of many of the routes, six (6) routes will reduce their time to below six (6) hours per day. Six (6) "regular" bus Drivers (per seniority) whose bid route for the 2007-2008 is less than six (6) hours per day, will be offered additional work on a daily or weekly basis to bring them to a thirty hour (30) weekly work status. These routes will be "time" tracked during the third (3<sup>rd</sup>) week of school to determine if the projected run time is correct. Any adjustment (increase or decrease) in hours will modify or eliminate the additional work assignment for the affected Driver.

For the 2008-2009 school year, in the Pahrump attendance area the "School District" and "Organization" agree that no less than ten (10) regular routes (non special education or early childhood) will be designated as thirty (30) hour or more per week

(same number as 2007-2008 school year). The routes that have actual run times of less than thirty (30) hours per week will be posted for bid as "Routes with Additional Duties".

Additional duties will be determined by the District, they may include but not be limited to cleaning windows, sweeping, vacuuming or fueling of any District vehicle (other than their regularly assigned bus). Additional duties will not include any time spent on "Activity, Sports or Field" trips, or any duties normally included in a driver's daily tasks. Any non-scheduled, additional time required for a driver to complete their normal daily run and duties will be handled according to past practice and be accounted for separately from this provision.

Drivers who bid one of the "Routes with Additional Duties" must perform the duties with no exception. Additional daily work time will be accumulated on a weekly basis (5 days x .25 = 1.25 hours per week). The District will be as flexible as possible in creating a schedule that is acceptable to the Driver, Organization and the District.

## **ARTICLE XXIV-WORK DAY (OFFICE STAFF)**

### **24-1**

The hours in a work day for school secretaries shall be eight (8) hours excluding a thirty (30)-minute duty-free lunch. School secretaries shall have two (2) ten (10)-minute breaks, one (1) in the morning and one (1) in the afternoon.

### **24-2**

The hours in a work day for school clerical aides will be those assigned excluding a thirty (30)-minute duty-free lunch. School Clerical aides shall have two (2) ten (10)-minute breaks, one (1) in the morning and one (1) in the afternoon.

### **24-3**

School secretaries will work two hundred eighty (208) days per year. One hundred eighty three (183) of them will be the same as teachers and the remaining twenty-five (25) days will be distributed before, after and during the school year when school is not in session, at the discretion of the building principal. Any other days necessary for secretaries to work will be compensated at their normal daily rate of pay.

Clerical aides will work one hundred eighty five (185) days. One hundred eighty three (183) of them will be the same days as teachers and the remaining two (2) days will be distributed before, after, and during the school year when school is not in session, at the discretion of the building principal. Any other days necessary for clerical aides to work will be compensated at their normal hourly rate of pay.

### **24-4**

Secretaries and Office Aides shall have their salaries paid over twelve months. This provision will be effective at the start of the 1994-95 school year.

## **ARTICLE XXV-WORK DAY (CUSTODIANS)**

## **25-1**

All custodial personnel shall be given a calendar of known events “for their attendance area” at the beginning of the student’s school year. This list of events shall consist of all known sports activities and other extra-curricular activities where there is a need for custodial personnel present. The calendar may be updated monthly “if necessary”.

Custodians will be given a two (2) work day notice of any and all events/activities where a custodian is needed for set-up/cleanup except during their regular scheduled hours. Employees who do set-up/cleanup beyond their regular working hours will be compensated at the rate of 1 ½ (one and one half) times their normal hourly rate. All overtime hours must be approved by the Supervisor of Maintenance & Operations.

Set-up/cleanup will be offered to custodial Employees of the bargaining unit at the work location where the event/activity is being held. If no custodial Employee accepts the extra duty at their work location then the District shall offer the extra duty to custodial Employees in that attendance area, who have agreed to be placed on an alternate extra duty list. If no Employee accepts the extra duty then the District may make other arrangements.

## **25-2**

Day Custodian Testing:

- a. Day Custodians will be defined as any Custodian who has a reporting time to start before 10am during the scheduled school year.
- b. Day Custodians will be required to pass a written and practical test facilitated by the District. This test shall be pass or fail and have no expiration date, once an employee has passed any part of this test.
- c. The District will offer this test to District employee at two (2) predetermined times (October and April) each school year. Employees must take this test on their own time. Personal leave time may be used if available.
- d. No Day Custodian hired prior to the ratification date of this proposal shall be required to take this test or lose Day Custodian title should they be displaced to recall list or displace to a Night Custodian position.
- e. Night Custodian will be defined as any Custodian who has a report time to start on or after 10am during the scheduled school year. Night Custodians must pass both the written and practical tests before they may displace a Day Custodian position.

# **ARTICLE XXVI- PARAPROFESSIONALS**

## **26-1**

Paraprofessionals shall be compensated at their hourly rate for attendance at any required in-service or training/meeting occurring outside their normally scheduled work day.

## **26-2**

The number of days in the work year of Paraprofessionals shall be no less than 180 days.

## **26-3**

### **Qualifications of Paraprofessionals:**

- A. Paraprofessionals hired on or before January 8, 2002 and required by the No Child Left Behind Act of 2001, 20 USC 6301 et seq., to meet the requirements of 20 USC 6319 (c) by January 8, 2006 shall.
1. Obtain a secondary school diploma or its recognized equivalent by January 8, 2006; and
  2. Be allowed to elect which of the four options below he/she will elect in order to satisfy requirements of 20 USC 6319 (c):
    - a. Completion of at least 2 years of study at an institution of higher education; or
    - b. Obtain an associate's (or higher) degree; or
    - c. As defined by the Nevada State Department of Education, meet a rigorous standard of quality and demonstrate, through a formal State academic assessment-
      - (i) Knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or
      - (ii) Knowledge of, and the ability to assist in instructing, reading readiness, as appropriate, or
    - d. As defined by the mutual Agreement of the Organization and the Employer, meet a rigorous standard of quality and demonstrate, through a formal academic assessment-
      - (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or
      - (ii) Knowledge of and the ability to assist in instructing, reading readiness, as appropriate.
  3. If a paraprofessional has been determined by another school District or by the Nevada Department of Education as meeting the requirements of 20 USC, NCSD will accept such findings.

## **26-4**

It is the intent of the Nye County School District to treat all Employees equal. With this in mind, the District shall compensate any Employee which is required either by law, or the District to pass a test, or qualify under the provisions of Article 26-3 to be in the classroom with the students per Grade 5A or 5B of the current Negotiated Agreement. This provision is limited to Paraprofessionals and Certified Occupational Therapist Assistants.

## **ARTICLE XXVII-(TECHNOLOGY AND DATA TECHNICIANS)**

### **27-1 EMPLOYEES SAFETY**

Employees and employer recognize that Technology and Data Technicians are required to work in a wide variety of work locations and conditions throughout the District. An

Employee shall have the right to refuse to expose him/her to immediate danger created by an unsafe working condition when such danger threatens substantial bodily harm. The Employee shall give notice of the condition to his/her supervisor and shall be subject to assignment to another work location or duty while the condition is being investigated and/or corrected.

## **27-2 SCHEDULING OF WORK**

The District and Organization acknowledge that much of the work required of Technology technicians must occur outside the normal working day. The Technology Supervisor will determine weekly work assignment hours based upon work orders received and pending projects with input from Technology technicians. Technology technicians shall work a minimum of forty (40) hours per week.

## **27-3 PROFESSIONAL DEVELOPMENT**

Recognizing that the implementation of new technology changes may create training requirements for the Technology and Data technicians, the District shall determine that if new or greater skills are required than are already possessed by the affected technicians under the present methods of operation, then such members shall, at the reasonable expense of the District, be given a reasonable period of time to acquire skills/certifications necessitated by the method of operation or technology. The District, in requiring the new skills shall pay for the training.

Technology and Data technicians may attend a workshop, conference or seminar related to his/her work assignment during his/her regular work hours provided the following conditions are met:

- a. Approval of supervisor,
- b. Coverage of work assignment without additional cost being incurred (e.g., substitute, compensatory time);
- c. Documentation provided to validate attendance.

## **27-4 DISTRICT VEHICLES**

At each work site (North/South Nye County), the Nye County School District shall provide transportation for Technology technicians, when necessary, following the NCSD policy regarding use of District vehicles and/or personal vehicles.

## **27-5 TECHNOLOGY AND DATA TECHNICIAN RIGHTS AND PROTECTION**

In the exercise of the powers, rights, authority, duties, and responsibilities by the District; the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of Nevada and the Constitution and Laws of the United States.

The District reserves the right to take any reasonable necessary action in the event of an emergency, which is defined as a situation or occurrence of a serious nature which develops suddenly or unexpectedly and results in a relatively temporary change in circumstances and demands immediate action. Technology and Data technicians may encounter work assignments that could expose him/her to confidential material or sensitive information and should not be unreasonably held responsible or liable for any unauthorized or illegal use of technology.

## **ARTICLE XXVIII-SAVINGS CLAUSE**

### **28-1**

The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be contravention of any such laws, they will enter into immediate negotiations thereon. The remainder of the Agreement shall remain in full force and effect.

Ratified/Approved 2013-2015

## ARTICLE XXIX-DURATION

### 29-1

This Agreement shall be effective as of the date of ratification by both the NCSO and the Nye County School District Board of Trustees and shall remain in effect thru the 30<sup>th</sup> day of June 2015, as per NRS 288.

### 29-2

In the event a successor Agreement is not agreed upon before the termination date of this Agreement, all provisions of this Agreement will remain in full effect until such a successor Agreement is negotiated and ratified by both parties.

### Article 29-3

This Agreement is signed this \_\_\_\_\_ Day of \_\_\_\_\_, 2014

## BOARD OF SCHOOL TRUSTEES FOR NYE COUNTY

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Clerk

## NYE COUNTY SUPPORT STAFF ORGANIZATION

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice-President South

\_\_\_\_\_  
Vice President North

**APPENDIX A**  
**NYE COUNTY SCHOOL DISTRICT**  
**BUS DRIVERS JOB DESCRIPTION**

<b>Position:</b>	School Bus Driver
<b>Minimum Qualifications:</b>	CDL with passenger endorsement; Current physical examination as required by CDL. Completion of District/State training course.
<b>Evaluator and Immediate Supervisor:</b>	Will be designated by attendance area. This individual will either be the Director of Transportation or a designated Principal.
<b>Job Goals:</b>	Provide safe and efficient transportation for District students.
<b>Duties and Responsibilities:</b>	
1.	Obeys all traffic laws.
2.	Observes all mandatory safety regulations for school busses.
3.	Maintains student discipline on the bus.
4.	Keeps assigned bus cleaned. This shall include all vision mirrors and windows and the inside of the bus.
5.	Adheres to route, stops, and schedule as determined by the immediate supervisor.
6.	Reports all accidents and completes required reports.
7.	Notifies the proper authority in case of mechanical failure or safety problems.
8.	Exercises responsible leadership when on out-of-District school trips.
9.	Transports only authorized students and District Employees.
10.	Performs the daily pre-trip safety inspection of the bus.
11.	Enforces District bus safety rules.
12.	Assumes other tasks related to the position as assigned by the immediate supervisor.



**APPENDIX A-1  
NYE COUNTY SCHOOL DISTRICT  
SECRETARY JOB DESCRIPTION**

<b>Position Title:</b>	School Secretary
<b>Qualifications:</b>	Post-secondary training in secretarial skills or experience in a secretarial position; Aptitude for successful completion of assigned tasks; Proficiency in typing; Knowledge of office procedures; Ability to operate office equipment, including computers. Must have a passing score on the site level Secretary/Clerical test as administered by the District.
<b>Line of Responsibility:</b>	Responsible to building Principal.
<b>Evaluation:</b>	Evaluation done by building Principal.
<b>Job Goal:</b>	To ensure the efficient operation of the school office so that the maximum contribution to the success of the staff and students of the school is possible.
<b>Duties and Responsibilities:</b>	<ol style="list-style-type: none"><li>1. Responsible for attendance record keeping and the completion of attendance reports.</li><li>2. Under the direction of the Principal, responsible for activity fund and book fund record keeping, deposits, and disbursements.</li><li>3. Responsible for submitting time sheets for classified Employees in a timely manner.</li><li>4. Responsible for record keeping for teacher and classified Employees absences.</li><li>5. Assist the Principal in securing substitute teachers when needed.</li><li>6. Responsible for operation of the computerized attendance, grade reporting, and scheduling system.</li><li>7. Maintains student files, cumulative records, transcripts, and other necessary pupil information.</li><li>8. Supply teachers and other staff with necessary materials from school supplies.</li><li>9. Assist the Principal with inventory.</li><li>10. Assist the Principal and Athletic Director in submitting necessary reports, forms, and schedules.</li><li>11. Responsible for general filing in school office.</li><li>12. Screen and route correspondence.</li><li>13. Composes, prepares, and edits correspondence and reports.</li><li>14. Maintains the school calendar and schedules appointments and meetings for the Principal.</li><li>15. Serves as receptionist for visitors.</li><li>16. Screens and routes incoming telephone calls.</li></ol>

17. Plans, organizes, and sets priorities on work, and works independently without immediate supervision.
18. Interprets, explains, and applies written and oral instructions, procedures, and regulations.
19. Determines procedures for handling unique problems.
20. Performs minor first aid to students and staff when necessary.
21. Responsible for preparing requisitions for the Principal, teachers, and other staff.
22. Responsible for checking deliveries against purchase orders and/or invoices.
23. Responsible for requisitioning necessary office supplies.
24. Performs other tasks or duties which may be assigned by the Principal, which does not conflict with the master Agreement between NCSD and NCSSO.

**APPENDIX A-2**  
**NYE COUNTY SCHOOL DISTRICT**  
**CLERICAL AIDE JOB DESCRIPTION**

<b>Position Title:</b>	Clerical Aide
<b>Qualifications:</b>	Aptitude for successful completion of assigned tasks; Proficiency in typing; Knowledge of office procedures; Ability to operate office equipment, including computers. Must have a passing score on the site level Secretary/Clerical test as administered by the District.
<b>Line of Responsibility:</b>	Responsible to building Principal.
<b>Evaluation:</b>	Evaluation done by building Principal.
<b>Job Goal:</b>	To ensure the efficient operation of the school office so that the maximum contribution to the success of the staff and students of the school is possible.
<b>Duties and Responsibilities:</b>	
1.	At the discretion of the Principal, the following duties may be assigned to the Clerical Aide: <ul style="list-style-type: none"><li>a) Attendance record keeping.</li><li>b) Activity fund accounting.</li><li>c) Record keeping for Employee absences.</li><li>d) Submission of time sheets.</li><li>e) Securing substitute teachers when needed.</li><li>f) Operating the computerized attendance, and record keeping system.</li><li>g) Maintaining of student files and records.</li><li>h) Inventory management, and requisitioning office supplies.</li><li>i) Supplying needed materials to staff.</li><li>j) Assist with submission of athletic forms and reports.</li><li>k) General filing and typing.</li><li>l) Screen and route correspondence and phone calls.</li><li>m) Serve as a receptionist for visitors.</li><li>n) Maintain calendar for Principal.</li><li>o) Performs minor first aid.</li><li>p) Checking deliveries against purchase orders and/or invoices.</li><li>q) Responsible for requisitioning necessary office supplies.</li><li>r) Performs other tasks or duties which may be assigned by the Principal which does not conflict with the Master Agreement between NCSD and NCSSO.</li></ul>

# **NYE COUNTY SCHOOL DISTRICT – 13-14**

## **NCSO APPENDIX B**

Adopted:	3/18/14
Effective:	7/1/13
Increase:	2%
<b>NON-EXEMPT OFFICIAL</b>	

Year of continuous experience with NCSD

	0	1	2	3	4	5	6	7	9	11	12	14	15	17
Grade 2	13.71	14.68	15.64	16.59	17.55	18.51	19.47	20.43	21.39	22.36	23.31	23.31	24.28	25.22
Grade 3	25,630	26,400	27,169	27,939	28,708	29,477	30,246							
Grade 4	12.30	13.46	14.65	15.82	16.99	18.18	19.59	20.52	21.70					
Grade 5	12.51	13.39	14.30	15.19	16.10	16.97	17.86	18.78	19.67					
Grade 5A	15.00	16.08	17.17	18.23	19.32	20.38	21.43	22.52	23.59					
Grade 5B	15.00	16.38	17.81	19.22	20.64	22.04	23.46	24.87	26.29					
Grade 6	12.51	13.39	14.30	15.19	16.10	16.97	17.86	18.78	19.67	20.41				
Grade 7	30,290	31,200	32,108	33,017	33,925	34,835	35,745							
Grade 8	27,060	29,238	31,422	33,605	35,787	37,966	40,149	42,332	44,515	46,695	48,877	51,060		
Grade 10	22,544	24,365	26,184	28,004	29,824	31,642	33,463	35,282	37,100	38,921	40,740	42,557		
Grade 11	12.46	13.34	14.25	15.13	16.04	16.91	17.81	18.69	18.69	19.59	20.49			
Grade 12	26,869	28,172	29,481	30,788	32,094	33,403	34,710	36,016	37,323	38,629	39,937			
Grade 12A	27,930	29,233	30,542	31,848	33,155	34,464	35,770	37,077	38,384	36,690	40,998			
Grade 14	28,846	30,503	32,135	33,816	35,474	37,129	38,787	40,444	42,099	43,758	45,414			
Grade 14A	29,906	31,564	33,196	34,877	36,534	38,190	39,847	41,505	43,160	44,819	46,475			
Grade 16	34,522	36,176	37,832	39,489	41,142	43,023	44,453	46,109	47,765	49,420	51,075			
Grade 17	28,806	31,018	33,229	35,441	37,651	39,864	42,078	44,289	46,501	48,713				
Grade 18	43,393	44,722	46,051	47,382	48,711	50,041	51,370	52,697	54,029	55,357				
Three years acceptable experience upon verification allowed on this schedule.														
	Grade 2	Bus Driver						Grade 10	Secretary 1 - 10 month-208 days					
	Grade 3	Desktop Support Tech 260 days						Grade 11	Campus Monitors					
	Grade 4	Clerical Aide-185 days & Health Aide-183 days						Grade 12	Custodian 3 After 8/94-260 days					
	Grade 5	Library Aide-180 days						Grade 12A	Custodian 4, Day 25-2(a) - after 8/94-260 days					
	Grade 5A	Para Pro Aides & Cert. Occ. Therapists - 180 days						Grade 14	Custodian 2 Before 8/94-260 days					
	Grade 5B	ParaPro Aides Hired before 8/94 - 180 days						Grade 14A	Custodian 5 Days (before 8/94)					
	Grade 6	Bus Aide-180 days						Grade 16	Custodian 1 Head Cust.-260 days					
	Grade 7	Help Desk/Support Tech-260 days						Grade 17	SMART Coordinator-260 days					
	Grade 8	Secretary 2 12 month-260 days						Grade 18	Technology Technician-260 days					

An employee who has reached the top of their particular grade on the above salary schedule prior to the 13/14 school year will be allowed 2% over that particular salary.

# NYE COUNTY SCHOOL DISTRICT 14-15

## NCSO APPENDIX B

Adopted:	3/18/14
Effective:	7/1/14
Increase:	1%
<b>NON-EXEMPT OFFICIAL</b>	

Year of continuous experience with NCSD

	0	1	2	3	4	5	6	7	9	11	12	14	15	17
Grade 2														
	13.85	14.83	15.80	16.76	17.73	18.70	19.66	20.63	21.60	22.58	23.54	23.54	24.52	25.47
Grade 3														
	25,886	26,664	27,441	28,218	28,995	29,772	30,548							
Grade 4														
	12.42	13.59	14.80	15.98	17.16	18.36	19.79	20.73	21.92					
Grade 5														
	12.64	13.52	14.44	15.34	16.26	17.14	18.04	18.97	19.87					
Grade 5A														
	15.15	16.24	17.34	18.41	19.51	20.58	21.64	22.75	23.83					
Grade 5B														
	15.15	16.54	17.99	19.41	20.85	22.26	23.69	25.12	26.55					
Grade 6														
	12.64	13.52	14.44	15.34	16.26	17.14	18.04	18.97	19.87	20.61				
Grade 7														
	30,593	31,512	32,429	33,347	34,264	35,183	36,102							
Grade 8														
	27,331	29,530	31,736	33,941	36,145	38,346	40,550	42,755	44,960	47,162	49,366	51,571		
Grade 10														
	22,769	24,609	26,446	28,284	30,122	31,958	33,798	35,635	37,471	39,310	41,147	42,983		
Grade 11														
	12.58	13.47	14.39	15.28	16.20	17.08	17.99	18.88	18.88	19.79	20.69			
Grade 12														
	27,138	28,454	29,776	31,096	32,415	33,737	35,057	36,376	37,696	39,015	40,336			
Grade 12A														
	28,209	29,525	30,847	32,166	33,487	34,809	36,128	37,448	38,768	40,087	41,408			
Grade 14														
	29,134	30,808	32,456	34,154	35,829	37,500	39,175	40,848	42,520	44,196	45,868			
Grade 14A														
	30,205	31,880	33,528	35,226	36,899	38,572	40,245	41,920	43,592	45,267	46,940			
Grade 16														
	34,867	36,538	38,210	39,884	41,553	43,453	44,898	46,570	48,243	49,914	51,586			
Grade 17														
	29,094	31,328	33,561	35,795	38,028	40,263	42,499	44,732	46,966	49,200				
Grade 18														
	43,827	45,169	46,512	47,856	49,198	50,541	51,884	53,224	54,569	55,911				

Three years acceptable experience upon verification allowed on this schedule.

Grade 2	Bus Driver	Grade 10	Secretary 1 - 10 month-208 days
Grade 3	Desktop Support Tech 260 days	Grade 11	Campus Monitors
Grade 4	Clerical Aide-185 days & Health Aide-183 days	Grade 12	Custodian 3 After 8/94-260 days
Grade 5	Library Aide-180 days	Grade 12A	Custodian 4, Day 25-2(a) - after 8/94-260 days
Grade 5A	Para Pro Aides & Cert. Occ. Therapists - 180 days	Grade 14	Custodian 2 Before 8/94-260 days
Grade 5B	ParaPro Aides Hired before 8/94 - 180 days	Grade 14A	Custodian 5 Days (before 8/94)
Grade 6	Bus Aide - 180 days	Grade 16	Custodian 1 Head Cust.-260 days
Grade 7	Help Desk/Support Tech-260 days	Grade 17	SMART Coordinator-260 days
Grade 8	Secretary 2 12 month-260 days	Grade 18	Technology Technician-260 days

An employee who has reached the top of their particular grade on the above salary schedule prior to the 14/15 school year will be allowed 2% over that particular salary.

## **APPENDIX C**

**Was negotiated out and include in Appendix D for the 2010-2011 contract year**

## **APPENDIX D**

### **FIELD TRIP / SPORT and ACTIVITY RUNS**

Regular Bus Drivers of the bargaining unit shall have the first right of refusal for all field trips, sport, and activity runs, based on a rotation list established by seniority in their attendance area, at the beginning of each new school year at bidding.

- 1) These lists will be created and segregated by the following areas. Amargosa/Beatty, Duckwater, Gabbs, Pahrump, Round Mountain and Tonopah.
- 2) There will be one (1) list for field trips and one (1) combined list for sports and activity runs in each attendance area.
- 3) Pahrump will have three (3) lists for field trips (in-town and out of town) and sports/activity runs. All other attendance areas will have one (1) combined list for all trips.
- 4) These lists will be created at the beginning of each school year at bidding.
- 5) These lists will be accessed in rotation (not starting at the top of the list each time it is accessed).
- 6) Only qualified Employees may be added to the lists during the year without mutual consent of the NCSO and NCSD. Those Employees qualified to drive bus being added to the list will be placed on the bottom of the list and will be skipped for their first trip.
- 7) Provisions to remove an Employee from the rotation list are listed in Article 20-5 and Article 20-6.

If a field trip/sports or activity run trip cannot be filled by the above methods then the District may assign a non-bargaining unit member qualified to drive bus for that attendance area until which time the list is no longer exhausted.

Exception to article 20-5 and 20-6:

When it is proven that accepting a field trip, sports or activity run, will cause loss of wages to an Employee, the Employee in rotation by list, may refuse without consequence.

## **APPENDIX E**

### **REDUCTION IN FORCE PROCEDURES**

1. Attrition by resignation and retirement shall be utilized as the first means of staff reduction within each affected job classification.
2. Reduction in force of current staff members shall be by seniority within a recognized job family, with least senior Employee(s) reduced first at the affected attendance area and location.
3. Determine the seniority of the Employee(s) in the affected locations in the affected attendance areas.
4. Identify the individual Employee(s) with the least seniority in each location in the affected attendance areas where position(s) are being eliminated.
5. This/these Employee(s) have the right to displace an Employee with less seniority in the affected attendance area in their job classification or (as identified by the employee) least senior within the District. The subsequently displaced Employee will then have the right to displace the least senior Employee within their job classification within their attendance area or (as identified by Employee) the least senior within the District.
6. If the Employee(s) whose position(s) is/are being eliminated refuses their right to displace, they will be placed on the recall list in their job classification as noted in Article 9-9.
8. If'd and or displaced bargaining unit members shall have three (3) business days, from the time they are notified by e-mail or phone of their displacement options, to notify the district of their intent to either accept or decline positions offered.

**APPENDIX F**

**Agreement Between**

**NCSD and NCSSO**

**On**

**Nye County School District's**

**Health Self-Insurance Program**



In the development of a self-insurance fund, the Nye County School District, its Board of Trustees, the Nye County Classroom Teachers Association, and the Nye County Support Staff Organization recognize the need to stabilize the expenses from the general fund in the provision of health insurance. To that end, the parties agree to the following:

1. The Association and Organization Presidents shall have access to all information provided to the District by the plan administrators.
2. Monthly premiums for Employees (paid by the District) and for dependents (paid by the Employee) must be placed in the Health Insurance Claim Fund on a timely basis.
3. All interest income earned off monies in the Insurance Funds must be placed back in the respective Insurance Fund.
4. With the exception of payment of benefits and fees, ordinary and usual expenses associated with the operation of the self-insurance program, no funds shall be removed from the Claim Fund.
5. A required reserve fund will be established based on an actuarial audit of expected claims. It is recognized that the required reserves will not be available in the initial years but any excess over claims made plus any interest earned will continue to accrue to the reserve fund.

If the required reserve fund ever reaches 125% of that figure the Insurance Committee shall make a recommendation to the Board of Trustees and the Association's Executive Board for possible improvements in the self-insurance plan.

6. Re-insurance (stop loss) will be maintained to provide an aggregate cap in an amount not to be less than 125% of the then current fiscal year expected claims. At no time will this aggregate cap insurance be eliminated.
7. Re-insurance (stop loss) will be maintained to provide an individual cap at the amount approved by the Joint Insurance Committee upon renewal of the Health Plan each year. This amount of individual stop loss insurance may be changed upon recommendation of the insurance committee with Agreement of both parties. At no time will this individual cap insurance be eliminated.
8. Once the self-insurance plan is established (equal to or better benefits than the current plan), its level of benefits becomes the minimum that must be maintained. Changed in the terms and conditions of the present Nye County School District's Health Self-Insurance Plan, including but not limited to premiums, plan administrator, carrier, benefits and features, shall only be made with the mutual consent of 1) the Nye County School District Board of Trustees; and 2) the Joint Insurance Committee of the NCCTA Board of Directors and the NCSSO Board of Directors. Membership on the Joint Insurance Committee will be proportioned between NCCTA and NCSSO based on the number of Employees represented by each union who are covered by the insurance plan. In the event the parties are unable to reach Agreement on changes, the parties shall seek the assistance of an FMCS mediator.

9. Dependent premiums are determined annually at 100% of expected claims for that class.
10. The District's cost of Employee's premium will be calculated annually at 100% of expected claims plus administrative and re-insurance costs plus an additional amount up to 25% of expected claims to reach the required reserve.
11. The Insurance advisory committee, consisting of 1) the Budget Director; 2) representatives of NCCTA and NCSSO; and 3) a representative of the NCSD Board of Trustees, or their designees, shall:
  - a. Review the actuarial soundness of the program
  - b. Review the benefits and features of the program
  - c. Review premium requirements
  - d. Evaluate the plan administrator
  - e. Review the re-insurance
  - f. Evaluate and review any other factors that may affect the program
  - g. Annually solicit bids, both from plan administrators and health insurance carriers
  - h. Provide information and make recommendations on all of the above to the Board of Trustees and the Joint Insurance Committee
12. Each Committee member, at his/her option may have a consultant attend any meeting of the committee.

Disputes over the interpretation of this Agreement are subject to the Grievance Procedure in the parties' Master Contracts.

## APPENDIX G

### **4-Day School Week Program**

- I. 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, loses salary, hours of work, benefits or any other rights provided by the Master Contract solely due to the change to a 4-day school week.
  - b. An Employee working more than 40 hours in any normal work week shall be compensated at the rate of 1 and ½ times the Employee's current rate of pay.
- II. The hours in the workday for any returning bus driver as long as the 4-day school week is in place, will be determined by the needs of the routes. The total number of hours per week will be no less than the final approved PAR (Personnel Action Request) for the school year ending prior to the 4-day conversion.

The drivers will make up the difference between the four (4) day regular workday total of hours and the referenced previous weekly 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 standby rate listed in 20-4BD, 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 Principal'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.
- III. For the purposes of a 4-day school week, all references in the Master Contract to calendar days shall not change. All other references to work days, leave days, and benefit related items in the Master Contract shall be converted from days to hours.
    - a. The normal workweek shall be Monday through Thursday. Employees working more than four (4) hours per day will be granted one (1) thirty (30) minute duty-free break, upon request.
    - 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 workweek of the Holiday.

- c. The District and the Organization will negotiate as soon as reasonably possible 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.
- e. The language in this section supersedes any conflicting language in the Master Contract negotiated between the Organization and the District.

## APPENDIX H

### ANNUAL LEAVE

Annual leave is granted to qualifying employees, who work 260 days per year, eight hours per day. Annual leave is earned at the rate of 6.66 hours per month for the first year of employment. Thereafter, employees earn at the rate of 10 hours per month. Central office administrators accrue 13.33 hours per month. Employees must be in pay status two weeks before accruing annual leave. Employees in non-pay status do not earn leave. Annual leave will not be advanced to any individual or classification of employee.

Employees are encouraged to use their annual leave for rest, relaxation and personal pursuits. It is in both the employee's and the District's best interests for the employee to take time off occasionally. Except in case of emergency, leave requests should be submitted to the employee's direct supervisor at least seven calendar days prior to the requested leave time if at all possible. Supervisors have the right to deny vacation requests not submitted in a timely fashion or when the vacation time falls at a time that would be inconvenient due to work demands or limited staffing.

In order to encourage the use of annual leave, the District will cap accrual at 240 hours (30 days). Employees who currently exceed this cap will be given until June 30, 2008 to bring their balance below the cap either through using their leave or selling their excess leave. Beginning June 30, 2008, employees must use annual leave above the cap or they will lose any hours accrued above 240 hours.

Bargaining unit members will be governed by provisions in this negotiated contract.