

MASTER AGREEMENT

BETWEEN THE

PERSHING COUNTY SCHOOL DISTRICT

AND THE

PERSHING COUNTY SUPPORT STAFF ORGANIZATION

JULY 1, 2018 - JUNE 30, 2020

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**PREAMBLE**

This Agreement is made and entered into by and between the Pershing County School District in the City of Lovelock, County of Pershing, in the State of Nevada, and the Pershing County Support Staff Organization.

WHEREAS , the District has an obligation pursuant to law to bargain collectively with respect to those subjects of mandatory bargaining as outlined in NRS 288, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the foregoing mutual covenants, it is hereby agreed as follows:

## ARTICLE I - DEFINITIONS

- 1-1 The terms "NRS Chapter 288" or "NRS 288" as used in this Agreement will refer to Chapter 288 of the Nevada Revised Statutes and subsequent revisions, also known as the Local Government Employee-Management Relations Act.
- 1-2 The term "employee" as used in the Agreement refers to full-time and part-time; non-supervisory positions in the following job categories: Secretary, Clerk, Custodian, Maintenance Worker, Instructional Aide, Instructional Aide Specialist, Food Service Worker, and Cook of the Pershing County School District.
- 1-3 The term "full-time" shall mean an employee who is employed for at least thirty-five (35) Hours per week.
- 1-4 The term "part-time" shall mean an employee who is employed for at least seventeen and one-half (17 1/2) hours per week, but less than thirty-five (35) hours per week.
- 1-5 The term "Board" as used in this Agreement will mean the Board of School Trustees of the Pershing County School District, and is the entity known as the Local Government Employer in NRS Chapter 288.
- 1-6 The term "Organization" as used in this Agreement will mean the Pershing County Support Staff Organization, and is the entity known as the Employee Organization in NRS Chapter 288.
- 1-7 The term "District" as used in this Agreement will mean the Pershing County School District.
- 1-8 The term "Superintendent" as used in this Agreement will mean the Superintendent of Schools of the Pershing County School District or his/her designated representative.
- 1-9 The terms "Board" and "Organization" will include authorized officers, representatives, and agents. Despite references herein to School Trustee and Organization as such, each reserves the right to act by committee or designated representatives.
- 1-10 The term "school year" will be defined in accordance with NRS 388.080 (1) which states "...the public school year commences on the first day of July and ends the last day of June."
- 1-11 The term "work year" as used in this Agreement refers to a variable period of time. The work year for employees covered by this Agreement will vary based upon job classification and assignment. The work year may be nine (9) months, ten (10) months, eleven (11) months, or twelve (12) months in length.
- 1-12 The term "EMRB" as used in this Agreement will mean the Local Government Employee-Management Relations Board, as provided in NRS Chapter 288.
- 1-13 The term "Agreement" refers to the name of this document being the "Master Agreement" between the Pershing County School District and the Pershing County Support Staff Organization.

- 1-14 The term "day" as used in this Agreement will mean any day in which an employee is required to be present on the job, unless another definition is specifically provided elsewhere in this Agreement. (Mod. 1999)
- 1-15 The term "immediate family " shall mean mother , father, husband , wife, son, daughter , brother , sister, mother-in-law , father-in-law , son-in-law, daughter-in-law , sister-in-law, brother-in-law , grandparents , grandchildren , aunts, uncles , step child, foster child , or any relative living in the employee's household . (Mod . 1999)
- 1-16 The term "immediate supervisor" as used in this Agreement shall be defined as the principal , department head , or a designated District representative serving as the direct first line administrative officer in charge. Immediate supervisor shall not be a member of the Organization.
- 1-17 The term "business day" as used in this Agreement shall be defined as any day in which the District Office is open for business.

## ARTICLE II- RECOGNITION

- 2-1 The Board recognizes the "Organization" as the exclusive representative of employees as defined in Article I, section 1-2, of this Agreement for collective bargaining purposes as set forth in NRS 288.
- 2-2 All rights and privileges granted to the Organization under the terms and provisions of this Agreement shall be for the use of the Organization subject to Chapter 288.140 which states "The recognition of an employee organization for negotiations, pursuant to this chapter, does not preclude any local government employee who is not a member of that employee organization from acting for himself with respect to any condition of his employment, but any action taken on a request or in adjustment of a grievance shall be consistent with the terms of an applicable negotiated agreement, if any."
- 2-3 Except as specifically provided elsewhere in this Agreement or by state law, Organization representatives who are District employees shall not conduct Organization business during the work time of either the representative or the employee without the advance approval of the Superintendent. Work time excludes breaks and lunch periods. (Mod. 1999)

### ARTICLE III - ORGANIZATION RIGHTS

- 3-1 To the extent required by law, the Board agrees to furnish to the Organization such information as the Organization requests.
- 3-2 Use of Facilities
- 3-2-1 The Organization and its representatives will be permitted to conduct Organization business on school property during non-work hours. The Organization may request and be granted use of space for meetings. District procedures for approval of use of space will be followed.
- 3-2-2 The Organization will have an identified support staff bulletin board at each school site in the District. The Organization can use the support staff bulletin boards to post meeting notices and other non-political, official Organization notices, provided such notices are signed by the Organization's President. A date on which they will be removed shall appear on the notice. The Organization may utilize employee mailboxes to distribute signed, official Organization notices and correspondence, provided such use does not interfere with District use of the mail boxes. (Mod . 2001)
- 3-3 Organization Leave
- Upon written request by the President of the Organization and the approval of the Superintendent, not more than four (4) days leave per year will be granted for Organization business. Two (2) additional leave days will be granted for use by the PCSSO President. Time spent by Organization officers in meetings with the Superintendent or designee for purposes of contract administration during the officer's regular work time shall be with pay and shall not be charged as Organization leave. The Organization will pay the District at the substitute daily rate for these days. The District will pay appropriate PERS contributions, workers' compensation insurance premiums, and health insurance premiums for the number of days used under this leave provision. Such leave will not be unreasonably denied. (Mod. 1997)

## ARTICLE IV - GRIEVANCE PROCEDURE

- 4-1 Definitions
  - 4-1-1 A grievance is defined as any dispute which arises regarding the interpretation and/or application of a provision of this Agreement.
  - 4-1-2 A "grievant" is an employee, a group of employees, or the Organization asserting a grievance.
  - 4-1-3 The term "day" as used in this Article will mean an employee's work day unless noted to be a calendar day. Should a grievance arise when school is not in session, the term "day" will mean Monday through Friday, excluding holidays. (Mod. 1999)
- 4-2 The purpose of this Article is to provide a clearly outlined grievance procedure for a grievant to secure, at the lowest possible administrative level, resolution to grievances regarding the interpretation or application of this Agreement.
- 4-3 Informal Discussion
  - 4-3-1 Both parties encourage employees covered by this Agreement to resolve their problems with their immediate supervisors whenever possible. The provisions of this Article are not intended to preclude a potential grievant from informally discussing the problem with the immediate supervisor prior to filing a formal grievance.
  - 4-3-2 If a potential grievant requests an informal discussion with the immediate supervisor concerning the subject matter, such informal discussion will be held as soon as reasonably possible.
  - 4-3-3 It is understood and agreed that all aspects of such informal discussions, if any, by any party, which take place will have no bearing or precedential effect on the resolution of that grievance or any similar grievance filed in accordance with this Article.
  - 4-3-4 If a potential grievant does not file a grievance in writing as provided herein within twenty (20) days after the grievant knew of, or could reasonably have known of, the act or condition on which the grievance is based, then the grievance shall be considered waived.

#### 4-4 Procedure

##### 4-4-1 *Level One - Immediate Supervisor*

- 4-4-1-1 A grievance as defined must be filed in writing, stating under which terms or provisions of this Agreement the dispute arose and the specific resolution sought. A grievance regarding suspensions or disciplinary terminations shall be initially filed directly at Level Two of this procedure. The written grievance shall be filed within the time limit specified in section 4-3-4. (Mod. 1995)
- 4-4-1-2 The written grievance must first be presented to the grievant's appropriate supervisor or designee.
- 4-4-1-3 The above condition(s) does not prevent the grievant from first discussing the issue with the immediate supervisor with the objective of resolving the issue informally, in accordance with section 4-3. (Mod. 1999)
- 4-4-1-4 Within fifteen (15) days after the receipt of a grievance, the appropriate supervisor or designee will meet with the grievant.
- 4-4-1-5 The appropriate supervisor or designee will forward to the grievant and the Organization President, if the grievant is represented by the Organization, within fifteen (15) days after the meeting referred to in subparagraph 4-4-1-4 above, a written response to the grievance. (Mod. 1999)

##### 4-4-2 *Level Two - Superintendent*

- 4-4-2-1 In the event the grievance is not resolved at Level One, the grievant may submit the unresolved written grievance to the Superintendent within fifteen (15) days. In the appeal to Level Two, the grievant will provide the Superintendent with a statement specifying the concern and identifying an acceptable remedy. (Mod. 1999)
- 4-4-2-2 The Superintendent will meet with the grievant within fifteen (15) days after receiving the grievance. Following oral argument by the Organization at Level Two, the Organization, within fifteen (15) days, will provide the Superintendent with points of argument addressing the response and a proposed remedy. (Mod. 1999)
- 4-4-2-3 The Superintendent will forward to the grievant, within fifteen (15) days after the meeting referred to in subparagraph 4-4-2-2 above, a written response to the grievance. (Mod. 1999)

4-4-3 *Level Three - Board of School Trustees*

- 4-4-3-1 In the event the grievance is not resolved at Level Two, the grievant may submit the unresolved written grievance to the Board within fifteen (15) days. In the appeal to Level Three, the grievant will provide the Board a statement specifying the concern and identifying an acceptable remedy. A grievance regarding suspension or disciplinary termination shall be submitted directly to Level Four- Arbitration, of this procedure within fifteen (15) days of the Superintendent's written decision from Level Two. (Mod. 1999)
- 4-4-3-2 The Board will meet with the grievant at a Board meeting within forty-five (45) calendar days after receiving the grievance. Such meeting will be held pursuant to the Nevada Open Meeting Law. Following oral argument by the Organization at Level Three, the Organization, within fifteen (15) days, will provide the Board with points of argument addressing the response and a proposed remedy. (Mod . 1999)
- 4-4-3-3 The Board will forward to the grievant within fifteen (15) days after the meeting referred to in subparagraph 4-4-3-2 above, a written response to the grievance. (Mod. 1999)

4-4-4 *Level Four - Arbitration*

- 4-4-4-1 In the event a grievance is not resolved at Level Three, the grievant may, within fifteen (15) days following the receipt of the Level Three decision, request arbitration in accordance with the provisions set forth below. A written notice of intent to arbitrate will be made by delivery to the Superintendent. (Mod. 1999)
- 4-4-4-2 Within five (5) days after written notice of submission to arbitration , the Superintendent and the grievant will agree upon a mutually acceptable arbitrator who is experienced , impartial , disinterested , and of recognized competence . If, within five (5) days, the parties are unable to agree upon an arbitrator, a request for a list of seven (7) arbitrators will be made to the American Arbitration Association (AAA) by either party.
- 4-4-4-3 Within ten (10) days after receipt of the list from the AAA, the parties will select an arbitrator from the list by alternately striking one name until the name of one arbitrator remains who will be the one to hear the dispute in question.
- 4-4-4-4 The arbitrator's decision will be final and binding on all parties to this Agreement and will be in accordance with the terms and conditions of this Agreement.

4-4-4-5 Unless such rules are in conflict with this Agreement or any provision of NRS 288, the arbitrator and the arbitration proceedings will be governed by the labor arbitration rules of the American Arbitration Association (AAA).

4-4-4-6 The expenses of arbitration proceedings will be shared equally by the District and the grievant.

#### 4-5 Expedited Arbitration

4-5-1 When mutually agreed upon, the arbitration may be held under the Expedited Labor Arbitration Rules of the American Arbitration Association. Notice of such option shall accompany the Demand for Arbitration. There shall be no stenographic record of the proceeding. There shall be no post hearing briefs. The Award of the arbitrator shall be rendered promptly, and, unless otherwise agreed by the parties, no later than seven (7) days from the close of the hearing. The arbitrator's award shall be in writing, and the opinion shall be in summary form. (Adopted 2003)

4-5-2 The parties shall request a list of 27 arbitrators from the American Arbitration Association (AAA). The parties shall use the alternate strike method and reduce the list to nine (9) arbitrators. The Association shall strike the first name. These nine (9) arbitrators shall be listed alphabetically and shall be the panel of arbitrators to hear grievances that arise under this Agreement. (Adopted 2003)

4-5-3 The parties agree to arbitrate the dispute within sixty (60) days after the demand for arbitration has been submitted. The parties shall promptly appoint an arbitrator from the panel by submitting a calendar of available dates to the arbitrators on the panel using the following method:

4-5-3-1 After selection of the panel and when the need for an arbitrator first arises, the parties shall commence the appointment process starting at the top of the alphabetical list. Each time the need for an arbitrator arises thereafter, the parties shall utilize the alphabetical list and commence the appointment process with the arbitrator following the last arbitrator appointed. (Adopted 2003)

4-5-3-2 If the next arbitrator on the alphabetical list cannot hear the dispute within sixty (60) days, the parties shall contact the next arbitrator on the alphabetical list until one is selected who is able to serve within sixty (60) days. (Adopted 2003)

4-5-4 At the conclusion of each school year, each party shall be entitled to strike one arbitrator from the panel. Any such strike will not divest an arbitrator from jurisdiction over a matter already appointed. Stricken arbitrators will be replaced by striking from a list of seven arbitrators provided by the AAA, with the Association striking first. (Adopted 2003)

4-6 Miscellaneous

- 4-6-1 If the grievant is being represented, notice will be given to the District prior to the meeting. (Mod . 1999)
- 4-6-2 No reprisals of any kind will be taken by either party against any grievant, any school representative, any other representative, or any other participant in the grievance procedure by reason of such participation.
- 4-6-3 All documents, communications, and records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.
- 4-6-4 If a grievance affects a group or class of employees, said grievance will be presented at Level Two to the Superintendent in writing.
- 4-6-5 The number of days indicated at each level should be considered a maximum, and an effort will be made to expedite the process. The time limits specified may be extended by mutual agreement in writing.
- 4-6-6 No meetings and/or hearings will be called during an employee's regularly scheduled work day up through Level Three.
- 4-6-7 All expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expenses.
- 4-6-8 Failure on the part of a grievant to meet any timelines herein will constitute a waiver to carry a grievance beyond the level of the Board. Missing timelines twice dismisses the grievance. A missed timeline may only be extended beyond the contractual timeline by fifty (50%) percent. Failure on the part of the District to meet any timelines herein will give the grievant the right to pursue the grievance at the next level within ten (10) days. (Mod. 1999)
- 4-6-9 Binding decisions of arbitrators under this Article making monetary awards shall not cost the District in the aggregate (more than one grievance) more than an amount equal to twenty-four hundredths of one cent (\$.0024) of the ad valorem tax rate in any one school year.
- 4-6-10 After a grievance has been filed, either party may request of the opposing party specific and relevant information regarding the subject matter of the grievance.
- 4-6-11 All grievances shall be submitted on a form. (Mod. 1999)

## **ARTICLE V - PERSONNEL FILES AND EMPLOYEE RIGHTS**

- 5-1 The District will maintain an official personnel file for each employee in the office of the Superintendent.
- 5-2 Personnel File Contents
  - 5-2-1 Prior to placing any negative material to an employee's conduct or service in an employee's personnel file, a copy of the material shall be provided to the employee and shall be in accordance with Article X and Article XIII of this Agreement. No negative material may be placed in the file unless it is signed by the author and signed by the employee as an acknowledgment of receipt thereof. An employee shall have the right to submit and have attached a written statement directly responsive to said negative material. (Mod. 2001)
  - 5-2-2 At the end of eighteen (18) months following date of the aforementioned negative material, the employee may request a written statement noting improvement or satisfactory conduct from the District to be placed in the personnel file and attached as a cover to a copy of the initial document of negative material(s). Barring a reoccurrence of incidents of similar nature that gave rise to the negative material, the employee's request shall be granted. (Mod. 2001)
- 5-3 Employees may review their personnel files during normal office hours. Photocopies of materials will be provided on request with the employee paying the District's cost of copying.
- 5-4 Any new amended or modified local, state, or federal regulations that apply to personnel will be made available to employees. (A2005)

## ARTICLE VI - SAFETY

- 6-1 Employees will not be required to perform any duty or act which threatens anyone's physical safety. The District will maintain healthful and safe working conditions throughout the school district as required by law, as well as state and national guidelines and regulations. (Mod. 1992)
- 6-2 Each principal /immediate supervisor/designated representative will develop and communicate to the employee's emergency procedures which will include a method of communicating a need for assistance in emergency situations when a potential for physical harm is evident, or when immediate assistance is required. Emergency procedures will also include methods for providing rapid assistance. The provisions of 6-2 will be implemented within the first week of an employee's work year.
- 6-3 When an employee becomes aware of an actual or potential danger, or of an emergency situation, the employee will immediately report such danger or emergency to the employee's immediate supervisor. The supervisor will investigate and take appropriate action.
- 6-4 An employee may only use reasonable physical restraint with a child when it is essential for self-defense or for the protection of other persons or property.
- 6-5 Employees will report immediately cases of assault either suffered by them or for which they may be responsible and which occurred in connection with their employment.
- 6-6 First aid kits as recommended by the Pershing County School Nurse will be provided upon employee request to each work location. (Mod. 2009)
- 6-7 Trainings
- The District recognizes the importance of providing training and safety procedures to its employees. The District may provide trainings annually to support staff employees on job regulations, procedures, safety and safety procedures. (Adopted 2001)

## ARTICLE VII - HOURS AND WORKING CONDITIONS

### 7-1 Work Schedule

- 7-1-1 Daily and weekly work hours shall conform to the school program as nearl y as possible. The normal work week will be a four (4)/five (5) day week. Upon thirty (30) days notice to the employee and the Association, the number of hours may be adjusted where the employee 1) will not lose benefits of insurance coverage, will not lose the right to participate in leave benefits, and will not lose the right to PERS contributions; 2) not more than one time in one calendar year; and 3) the least senior employee in the job family shall be reduced first. (Mod. 2015)
- 7-1-2 During the summer, the District may adopt a four (4) day work week often (10) hours per day for any work site or for any work unit. The District will give the employees and the Organization five (5) days notice of a change to a four (4) day work week.
- 7-1-3 In addition, the work day and work week of maintenance and custodial staff shall be adjusted to conform to the needs of the buildings and jobs involved. All custodial and maintenance personnel will be given a calendar of known events for their work site at the beginning of the 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 to be present. The calendar may be updated as necessary. (Mod. 2015)
- 7-1-4 Employees who work at least five (5) hours on any day shall receive an unpaid lunch period of thirty (30) minutes. The employee will take the lunch period within five (5) hours of the starting time for work. (Mod. 2009)

### 7-2 Responsibilities & Decision Making

- 7-2-1 Employees are responsible for the safety and supervision of all students in the general areas of the school and grounds while on regular paid status. (Adopted 2001 )
- 7-2-2 The District encourages all employees to actively participate in all District-wide committees and advisory groups. (Adopted 2001)
- 7-2-3 Job descriptions are the responsibility of the District which may receive written input for consideration from the Pershing County Support Staff Organization President. (A2001)

### 7-3 Rest Periods

All full-time employees' work schedules shall provide for two (2) fifteen (15) minute rest periods during each work day. Rest periods shall normally be scheduled near the middle of each one-half (1/2) shift. All part-time employees shall be provided with at least one (1) ten (10) minute rest period during each work day. (Mod. 1995)

7-4 Holidays

A. The following days are recognized by the District as paid legal holidays for all twelve-month employees :

January 1	New Year's Day
Third Monday in January	Martin Luther King Jr.'s Birthday
Third Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Last Friday in October (beginning 2000)	Nevada Day
November 11	Veterans Day
Fourth Thursday in November	Thanksgiving
Friday following the 4 <sup>th</sup> Thursday in November	Family Day
December 25 (Mod. 1999)	Christmas Day

B. Twelve-month employees who are required by the District to work on a holiday shall receive double time. (Mod. 1999)

7-5 Vacancies

Opportunities for employment in regular District positions will be posted by the District on bulletin boards at each school for at least five (5) business days before the vacancy is filled. With notification to the PCSSO, the District may fill such positions on a temporary basis without such posting for a maximum of sixty (60) work days whenever appropriate for continued operation of programs and facilities. When the qualifications of applicants are the same, the current employee with the greater seniority will be given first consideration. (Mod. 2015)

7-6 Hours and Working Conditions

7-6-1 Employees who are called back after completing their normal shift shall be paid double time. (A2005)

7-6-2 When the district requires an extension of the employee's work day to attend I.E.P.'s, extended bus duty, required staff meetings, and any other required extension of the work day, the employee shall be paid the regular hourly rate of pay for each hour or fraction thereof. By mutual agreement between the principal and the employee, the employee may be reimbursed one hour of comp time for each hour work which must be used within the work year in which earned. (A2005)

7-6-3 The direct supervisor shall have authority to permit divergence by employees from the regular approved workday. This flex during non-student time is to be arranged with prior approval in writing by the employee's direct supervisor (Mod. 2017)

- 7-6-4 Instructional Adie Specialists working with the Special Education Life Skills Program shall receive, with a satisfactory performance evaluation, a \$1,200 annual stipend in two (2) \$600 installments at the completion of each semester. (2015, Mod. 2018)
  
- 7-6-5 Instructional Adie Specialists working in Imlay shall receive, with a satisfactory performance evaluation, a \$500 annual stipend paid in two (2) \$250 installments at the completion of each semester. (Adopted 2018)

**Article VIII - Leave Benefits**

8-1 Vacation

8-1-1 *Accrual Rate.* Employees working a twelve (12) month schedule will earn paid vacation for time actually worked and for time on approved paid leave as specified below: (Mod. 1997)

<b>Beginning</b>	<b>Through</b>	<b>Hours Earned Per Hour Worked</b>	<b>Maximum Earned Per Year</b>	<b>Maximum Accrual Allowed At Any Time</b>
7th month	5th year	0.0385	80 hours	120 hours
6th year	10th year	0.0577	120 hours	180 hours
11th year	And beyond	0.0692	144 hours	216 hours

8-1-2 *Accrual during Probation:* No employee shall accrue annual leave during his/her six (6) month probationary period.

8-1-3 *Approval for Use of Vacation:* Vacation will be taken at a time as approved by the employee’s supervisor. Vacation leave is granted only in increments of half or full days.

8-1-4 *Vacation Payoff:* An employee who has completed ten (10) years of service shall be paid for accrued, unused vacation upon resignation or termination. No Employee who is terminated for just cause shall be eligible for vacation pay upon separation from employment. (Mod. 1997)

8-2 Sick Leave

8-2-1 *Attendance:* The parties agree that attendance at work on a regular and reliable basis is a job requirement. The District expects that each employee will be available for work consistently on this basis. The District has the right to make any inquiries that would be applicable when abuse of sick leave is suspected. (Mod. 2001)

8-2-2 *Accrual Rate:* All employees will be granted three (3) sick leave days at the start of their work year and shall accrue one (1) sick leave day per month thereafter. The maximum number of sick leave days an employee may accrue is one hundred forty-five (145). Only regular hours worked and hours on approved Paid leave shall affect sick leave accrual. (Mod. 2003)

8-2-3 *Payment for Unused Sick Leave:* Employees leaving District employment having completed ten (10) years of continuous service will be paid for accrued, unused sick leave at a rate of twenty-five percent (25%) of the employee's current daily rate. (Mod. 1999)

8-2-4 *Sick Leave Use:* Any eligible, regular employee contracting any sickness or disability which renders such employee unable to perform the duties of his/her employment may use accrued sick leave with pay. When medical care of an immediate family member is necessary, the employee may use up to a total of ten (10) accrued sick leave with pay per year. Eligibility for sick leave is established after one (1) month employment from the hire date. (Mod. 2013)

8-2-5 *Notification:* Any employee who is ill or unable to report to work for any reason will attempt to notify his/her immediate supervisor/designee prior to the beginning of the employee's shift. In case of a continuing illness, the employee shall continue to notify his/her immediate supervisor daily of his/her ability to report to work, or shall create a different reporting schedule with the supervisor based on the nature of the illness. The District may require a statement from a health care provider for absences of three (3) or more consecutive days. (Mod. 1995)

### 8-3 Sick Leave Bank (Mod. 2018)

8-3-1 Under this Agreement, employees covered by this Agreement may become members of the PCSO Sick Leave Bank (Bank) by voluntarily contributing up to two sick leave days for the establishment and operation of the Bank. This Bank is to assist employees who have long-term illness or disabilities and who have exhausted their sick leave accumulation.

8-3-2 The Sick Leave Bank will be operated by the Association according to written procedures and rules developed by the Association and provided to PCSD Human Resources and the Superintendent annually.

Human Resources shall receive and process all requests from employees who elect to contribute to the Bank.

8-3-3 Responsibility for determining who shall receive days from the Bank rests exclusively with the Association.

The Association holds the District harmless in the event of any action by an employee relative to the use of the Bank.

8-3-4 On or before June 15th of each contract year PCSD Human Resources shall provide to the Association by June 15th, a Sick Leave Bank Report to include:

1. The members of the bank,
2. The total number of days in the Bank at the beginning of the year,
3. The total number of days used, and
4. The total number of days remaining in the Bank at the end of the year.

The Association shall be afforded thirty (30) days, upon receipt of this report, in which to make corrections and return the corrected report to the Human Resources.

8-3-5 Annually no later than June 30th, the Association shall provide PCSD Human Resources a Bank Report of Usage which shall include:

1. The total number of employees who applied for days from the Bank including those who were declined days and those who used the Bank more than once during the year.

8-3-6 Participation in the Sick Leave Bank

1. The donation period shall be once each year beginning on the first day of school and ending on September 15th. All employees in the bargaining unit are eligible to participate. Employees must notify the Association of their desire to participate by a form returned by September 15th.
2. An employee who has eighty (80%) percent of the number of hours of sick leave s/he accrued during the previous twelve (12) months remaining in his/her sick leave account on September 1st may contribute to the sick leave bank.

8-3-7 Receiving Days from the Sick Leave Bank

Only individuals who have contributed to the bank are eligible for benefits. An employee may receive a maximum of twenty (20) days of leave from the bank in any one school year.

8-3-8 Limits on Bank Usage

The maximum number of days of leave which may be used from the bank by all eligible employees in any one year is twice the number of employees in the unit on the first day of the school year. All remaining leave shall be carried over to the next school year.

8-4 Leave Without Pay

- 8-4-1 Leave without pay will be granted to employees in conformance with the Family and Medical Leave Act (FMLA). The twelve (12) month period used to determine the amount of FMLA leave available to the employee shall be July 1st of the year through the following June 30th. Employees shall be required to use all sick leave and vacation which would otherwise be available for the leave as part of the FMLA leave. (Mod. 1995)
- 8-4-2 Less than twelve (12) month-employees who notify the District by May 1st and twelve (12) month-employees who provide six (6) months notice prior to the requested leave may be granted an unpaid one (1) year leave of absence without pay with the approval of the Board of Trustees . Upon return from leave, the employee shall be reinstated to the same or similar position in the same job category. Employees shall not suffer a loss of seniority or accumulated sick leave days due to the leave of absence. Employees must have been employed by the District for at least two (2) consecutive years to be eligible to apply for a one (1) year leave of absence. The provisions of Article XI- Reduction in Force shall be followed should a RIF occur while an employee is on leave. (Mod. 20 13)
- 8-4-3 In the event of a family emergency not covered by any other Article of this negotiated Agreement , an employee may request , in writing, leave without pay for less than one (1 ) month. It shall be up to the discretion of the Superintendent to allow the temporary leave without pay. (Adopted 2001)

8-5 Personal Leave

The District will provide up to two (2) days of paid personal leave annually to be used each year for personal business by employees who are assigned a work schedule of less than twelve (12) months per year. For the purposes of this paragraph, a day is the number of hours an employee regularly works in a day. Leave shall be taken in increments of either one or one-half of the employee's regularly scheduled workday. Such leave may not be accrued from year to year. Except in case of emergency, such leave shall be requested in writing of the immediate supervisor at least two (2) work days in advance. If personal days are not available, two (2) sick days may be traded for one (1) Personal day with advanced notice and approval from the immediate supervisor. There will be no reimbursement for the personal day bought, but not used pursuant to 8- 5-2. (Mod. 2009)

8-6 Bereavement Leave

Paid leave will be allowed for three (3) days for absence due to death in the immediate family of the employee, one of which may be used outside of the immediate family. Up to three (3) additional days of leave may be used and charged against available sick leave when reasonable advance notice is made to the employee's immediate supervisor. (Mod. 2007)

8-7 Court Leave

The District will allow employees leave with full pay for court duty required of the employee by law, such as jury duty or serving as a witness in a legal proceeding to which the employee is not a party. Any jury pay received by the employee shall be turned in to the District office. Employees are not required to reimburse the District for mileage or meal allotments paid by the court. (Mod. 1995)

## ARTICLE IX - COMPENSATION

### 9-1 Salary Schedule

9-1-1 For the fiscal year commencing July 1, 2017 through June 30, 2018, employees will be paid according to the salary schedule shown in **Appendix A**. Step Increase/Advancement and a 1% base increase. (Mod. 2017)

The Secretary category will be divided into two (2) tiers, Tier I (remaining the same as the current Secretary category) and Tier 2 requires an educational level of 48 semester hours of credit from an accredited college or university; obtains an associate's degree or higher from an accredited college or university ; or passes a Secretarial aptitude assessment/examination. The Secretary 2 category will be compensated at the Instructional Aide Specialist level as identified by the District with notification to the Organization. Advancements to the Secretary 2 level must meet the criteria on or before September 1<sup>st</sup> of the fiscal year. (Mod. 2011)

Employees will be given the option of being paid once a month or twice a month. Yearly employees will choose the option in June or upon hire. Other employees will choose an option in August or upon hire. (Mod. 2001)

9-1-2 Those persons employed by the District on the effective date of this Agreement will receive pay increases based upon the salary schedule set forth in Appendix A , retroactive to July 1 , 2017. (Mod. 2017)

9-1-3 The Superintendent may authorize advanced step appointments on the salary for new hires and current employees providing that:

- a) qualifications or experience indicate that the applicant will perform at a level commensurate with the advanced step based upon the job description for that job category , and
- b) based upon the applicant's current or most recent salary, an advanced step appointment is required for the applicant to accept the position.

Current employees moving to a higher paid job category shall, at a minimum, be placed at the step in the new salary range which is nearest to, but not less than, the employee's current rate of pay. (Mod. 1995)

9-1-4 An employee who has worked or has been on paid leave for at least one-half (1/2) of the scheduled work days for his/her position during the previous twelve (12) months shall be eligible for a step increase effective July 1<sup>st</sup> for the years in which step increase eligibility is allowed on the salary table for his/her job classification. Only the time worked in the classification to which the employee is assigned at the end of the year shall be considered in determining eligibility for a step increase, and the increase shall be granted only when the employee continues to be employed in the same job class during the following year. The new rate of pay shall be effective for time worked on or after July 1<sup>st</sup>  
(Mod. 1997)

9-2 Overtime and Compensation Time

9-2-1 Employees who work more than eight (8) hours in a day during a five (5) day work week or who work more than ten (10) hours a day during a four (4) day work week or more than forty (40) hours in a work week will be paid at the rate of one and one-halftimes (1 ½) their regular hourly rate. (Mod. 2009)

9-2-2 Twelve (12) month-employees may opt to take compensation time, which shall be credited the same as overtime, during the summer months instead of being paid for the overtime earned during the school year.

9-2-3 Twelve (12) month-employees accepting compensatory time will indicate acceptance on a form provided by the District, listing the terms and conditions for the utilization of compensatory time, which will be in accordance with this Agreement.

9-2-4 Use of compensatory time by employees must be requested from the appropriate administrator at least five (5) days in advance and may be denied in order to maintain staffing levels. The use of compensatory time will not be unreasonably denied. Compensatory time may be utilized in increments of one (1) day or one-half (1/2) day, unless otherwise authorized by the appropriate administrator. (Amended 2009)

9-2-5 Not more than eighty (80) hours of compensatory time in lieu of overtime compensation in any one (1) school year may be credited to any employee.  
(Mod. 2009)

9-3 Health Insurance

9-3-1 The District will pay a premium not to exceed \$731.98 per month for employees only for medical, dental, life, and vision insurance. A chart of health benefits is attached as Appendix C. (Mod. 2017)

9-3-2 In the event a change in premium is announced by the insurer which causes the premium to exceed \$731.98 per month, the District and the PCCSO will enter into negotiations and make an effort to maintain insurance benefits in the future as in the past. (Mod. 2017)

9-4 PERS

The District shall continue membership for eligible employees in the PERS program.

9-5 Highly-Qualified Paraprofessional

9-5-1 For paraprofessionals who must qualify for "highly-qualified" status by 2006, an employee may apply for Title IIa funds to assist with costs associated with fees and tuition , dependent on availability of funds. (Adopted 2003)

9-5-2 If the position calls for "highly-qualified " status and the employee meets "highly-qualified" criteria, the employee will be placed in the Instructional Aide Specialist category. (Adopted 2003)

## ARTICLE X - PERFORMANCE REVIEWS

### 10-1 Formal Performance Reviews

Formal performance review sessions are to be conducted as one part of the continuing communication between employee and supervisor. Each supervisor shall conduct a formal performance review of each employee at least once during any twelve (12) month period.

### 10-2 Written Record

A written record of a formal review will be made by the supervisor on a performance review form. The performance review form will be developed by the District with input from a committee of employees appointed by the PCSSO, supervisors, and administrative staff. Forms may be developed separately for each job category. A completed form, along with any written comments submitted by the employee, shall be placed in the employee's personnel file following each performance review.

### 10-3 Personnel Actions Resulting From Performance Reviews

Disciplinary action resulting from a performance review shall be guided by the steps of progressive discipline and follow just cause guidelines. The employee shall be notified if disciplinary action is anticipated based on the performance review and shall be afforded the right to have an Organization representative present at the performance review meeting.

### 10-4 Frequency of Formal Performance Reviews

10-4-1 Formal performance reviews will be conducted at least annually, at the midpoint of a probationary period, and thirty (30) days before the end of a probationary period.

10-4-2 In addition, supervisors may conduct formal reviews at the following times:

10-4-2-1 At the end of the first year in any position ;

10-4-2-2 Six months following transfer to a new position within the same class;

10-4-2-3 when there is a significant change (either improvement or deterioration) in performance;

10-4-2-4 Within three (3) months following a finding that the employee's performance needs substantial improvement (frequent, on-going meetings with the supervisor are encouraged).

### 10-5 Review of Performance Review Findings

10-5-1 *Employee Comments:* The employee reviewed will be provided a copy of the finalized performance review form. The employee will sign the form and, at the employee's option, provide any written comments regarding the performance review. All written comments provided by the employee will become a part of the performance review document.

## ARTICLE XI - REDUCTION IN FORCE

- 11-1 The District shall initiate reduction in force, without negotiations, when it is necessary due to lack of funding or District reorganization. The District will provide such decisions and appropriate notification(s) in writing to the affected parties, the employee(s), and the Organization at least sixty (60) calendar days prior to the upcoming school year. The Organization will be given the opportunity to confer regarding proposed reductions prior to effectuation. (Amended 2009)
- 11-2 Prior to the implementation of a reduction in force pursuant to section 11-1, the District will provide the opportunity for employees to voluntarily be reduced in force under the terms of this Article.
- 11-3 Any additional employee reductions in force will be accomplished in accordance with the procedures hereinafter set forth.
- 11-4 Seniority
  - 11-4-1 Seniority with the District will determine the order in which the employees will be reduced; provided, however, that no employee qualified to work in a particular position will be replaced by another employee not qualified for such position. Seniority for employment in the programs at the State Correctional Center shall be computed and maintained separately from regular seniority. (Mod. 2003)
  - 11-4-2 *Computation of Seniority*
    - 11-4-2-1 Seniority will be computed for both the total number of years, or fractions thereof, that an employee has been employed in his/her current job category. In the event two employees have an equal number of years in his/her current job category, the total number of years, or fraction thereof, which the employees have worked as support personnel for the District, will be the deciding factor. In the event that two or more employees have the same seniority qualifications and satisfactory performance reviews, the final tiebreaker shall be determined by the drawing of lots. A designee of the District and the PCSSO President or designee shall be present when lots are drawn. (Mod. 2003)
    - 11-4-2-2 Any Instructional Aide who must move because of “highly-qualified “paraprofessional status to Instructional Aide Specialist will retain his/her seniority status. (Adopted 2003)
    - 11-4-2-3 In the case of an employee who has terminated and subsequently been rehired, seniority will be computed from the date of rehire only.
    - 11-4-2-4 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 within the employee's work year.

- 11-4-2-5 The District will prepare updated employee seniority lists annually on or before October 15th of each work year. The District will prepare an updated list(s) before February 15th in the event any condition changes the seniority list previously prepared. The District will attempt to comply with any request by the Organization to supply an updated seniority list when necessary.
- 11-5 An employee laid off due to reduction in force will be considered on unpaid leave of absence equivalent to that employee's work year from the date of layoff. Each employee on unpaid leave of absence due to reduction in force will have the right to reinstatement in the reverse order in which they were laid off at such time as there are openings for which the employee(s) is qualified. (Mod. 2001)
- 11-6 Laid off employees may be considered for any substitute position which becomes available.
- 11-7 Recall
- 11-7-1 A RIF'd employee retains the right to be recalled for a period of time equivalent to that employee's work year from the date of layoff. After that, the employee loses all seniority and recall rights. (Adopted 2001)
- 11-7-2 When support staff vacancies occur during a time while any employee(s) is on unpaid leave of absence due to reduction in force, the District will notify all employees who may be qualified to fill that vacancy of the existence of that vacancy. The Organization may request a written account of such notification.
- 11-7-3 A recalled employee shall have a five (5) business day period after receipt of the notice within which to accept and report for reemployment by giving written notice to the District. Failure to accept such reemployment within five (5) business days shall be conclusive evidence of rejection. If the notice is undeliverable at the employee's last known address, the employee's right to give the District notice of acceptance shall lapse ten (10) business days following mailing of the notice. Such mailing shall be certified with return receipt requested. (Mod. 2003)
- 11-7-4 An employee recalled from an unpaid leave of absence due to reduction in force will retain all previously earned benefits including leaves, salary, and seniority.
- 11-8 No employee will suffer a loss of pay when they are involuntarily transferred into another position for which they are qualified. If there is a lessening of pay for the step that they are transferred to then they would receive their current rate of pay until which time they can move steps on the salary schedule. (A2005)

- 11-9 Voluntary transfers will be considered with all other applicants for vacancies on the basis of experience, qualifications and satisfactory performance reviews. When the qualifications of the applicants are the same, the current employee with the greater seniority will be given first consideration.
- 11-10 Involuntary transfer, if made, will occur after all transfers eligible under this Article have been made. If an involuntary transfer does occur, the employee shall suffer no loss of salary or benefits. All accrued benefits will transfer with the employee.

## ARTICLE XII - DUES DEDUCTION

- 12-1 The District agrees to deduct from the salaries of its employees, political contributions and dues for PCSSO, NSEA and NEA, by monthly deduction in one sum as the employees individually authorize the District to deduct and to transmit the moneys promptly to the Nevada State Education Association. Employee's authorization will be in writing on forms prepared and provided by the Organization. (Mod. 1997)
- 12-2 The Organization will certify to the District in writing the current rate of membership dues. The District will be notified of any changes in the amount to be deducted on or before September 10th of each school year. Further changes in the rates can be made during the school year. Written employee authorization of the rate changes must be submitted to the District office on or before the 10th of the month preceding the month in which it is to become effective.
- 12-3 Deductions referred to in section 12-1 above will be made in nine (9) or ten (10) equal monthly installments beginning in September. The District will not be required to honor for any month's deduction any authorizations that are delivered to it later than the tenth of the preceding month.
- 12-4 Any employee desiring to have the District discontinue the deductions s/he has previously authorized must notify the District and the Organization in writing between July 1<sup>st</sup> and July 15<sup>th</sup> of each year for that year's dues.

**ARTICLE XIII - DISCHARGE and DISCIPLINARY PROCEDURES**

- 13-1 After a six (6) month probationary period, which begins at the date of hire, no employee will be discharged, disciplined, suspended, or demoted without just cause.
- 13-2 The District agrees to be guided by the principle of progressive discipline which may include use of verbal and written reprimands, suspensions, demotions, and discharge. Progressive discipline does not require discipline at each level in the progression but rather allows the District to apply the step appropriate for the nature of the offense. The District may apply any level of discipline appropriate based upon the employee's actions. Nothing in this Article shall be considered to restrict the right of the District to communicate with employees regarding job performance and on-the-job behavior. (Mod. 1999)
- 13-3 An employee shall be entitled to have a representative present during any meeting with the District which the employee has reasonable cause to believe will result in disciplinary action.

#### **ARTICLE XIV - GENERAL SAVINGS**

It is not the intent of either party hereto to violate any laws of the State of Nevada or of the United States. The parties agree that in the event any provision of the Agreement is held by a court of competent jurisdiction to be in contravention of any such Laws, they will enter into negotiations within a reasonable length of time from the date of knowledge of such contravention to negotiate such provisions to comply with the law or any changes in the Nevada Revised Statutes which are in contravention to the provisions of this Agreement. The remainder of the Agreement will remain in full force and effect.

**ARTICLE XV - NO STRIKE CLAUSE**

The Organization agrees that it will not strike against the District nor threaten to strike against the District.

**ARTICLE XVI - TERM OF AGREEMENT**

- 16-1 When ratified as hereinafter set forth, this Agreement will be effective from the date of ratification and will remain in full force and effect until June 30, 2020. In the event of a significant financial change to the District during this period, the Organization may reopen negotiations on financial matters. (Mod. 2018)
  
- 16-2 This Agreement will be binding upon either party when ratified by the Board of Trustees and the Organization. This Agreement is signed this \_\_\_\_ day of August, 2018. (Mod. 2018)

IN WITNESS THEREOF:

For the PERSHING COUNTY BOARD OF  
SCHOOL TRUSTEES

For the PERSHING COUNTY  
SUPPORT STAFF ORGANIZATION

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Clerk

\_\_\_\_\_

**APPENDIX A**

**2018-2019 PCCSO Salary Schedule (3% to base)**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 20	Step 25
<b>Instructional Aide Specialist</b>	14.88	15.18	15.48	15.79	16.11	16.43	16.76	17.10	17.44	17.79	18.14	18.51	18.88	19.25	19.64	21.21	22.91
<b>Clerk</b>	12.67	12.92	13.18	13.44	13.71	13.99	14.27	14.55	14.84	15.14	15.44	15.75	16.07	16.39	16.72	18.05	19.50
<b>Secretary 1</b>	14.16	14.45	14.73	15.03	15.33	15.64	15.95	16.27	16.59	16.93	17.26	17.61	17.96	18.32	18.69	20.18	21.80
<b>Secretary 2</b>	14.88	15.18	15.48	15.79	16.11	16.43	16.76	17.10	17.44	17.79	18.14	18.51	18.88	19.25	19.64	21.21	22.91
<b>Cook</b>	14.16	14.45	14.73	15.03	15.33	15.64	15.95	16.27	16.59	16.93	17.26	17.61	17.96	18.32	18.69	20.18	21.80
<b>Food Service Worker</b>	11.43	11.66	11.89	12.13	12.38	12.62	12.88	13.13	13.40	13.66	13.94	14.22	14.50	14.79	15.09	16.29	17.60
<b>Custodian</b>	12.67	12.92	13.18	13.44	13.71	13.99	14.27	14.55	14.84	15.14	15.44	15.75	16.07	16.39	16.72	18.05	19.50
<b>Maintenance</b>	14.16	14.45	14.73	15.03	15.33	15.64	15.95	16.27	16.59	16.93	17.26	17.61	17.96	18.32	18.69	20.18	21.80
Base Salary = Step 1																	
Steps 1 - 15 = 2%																	
Steps 20, 25 = 8%																	

**2019-2020 PCCSO Salary Schedule (2% Base)**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 20	Step 25
<b>Instructional Aide Specialist</b>	15.18	15.48	15.79	16.11	16.43	16.76	17.10	17.44	17.79	18.14	18.51	18.88	19.25	19.64	20.03	21.63	23.36
<b>Clerk</b>	12.92	13.18	13.44	13.71	13.99	14.27	14.55	14.84	15.14	15.44	15.75	16.07	16.39	16.72	17.05	18.41	19.89
<b>Secretary 1</b>	14.45	14.73	15.03	15.33	15.64	15.95	16.27	16.59	16.93	17.26	17.61	17.96	18.32	18.69	19.06	20.59	22.23
<b>Secretary 2</b>	15.18	15.48	15.79	16.11	16.43	16.76	17.10	17.44	17.79	18.14	18.51	18.88	19.25	19.64	20.03	21.63	23.36
<b>Cook</b>	14.45	14.73	15.03	15.33	15.64	15.95	16.27	16.59	16.93	17.26	17.61	17.96	18.32	18.69	19.06	20.59	22.23
<b>Food Service Worker</b>	11.66	11.89	12.13	12.38	12.62	12.88	13.13	13.40	13.66	13.94	14.22	14.50	14.79	15.09	15.39	16.62	17.95
<b>Custodian</b>	12.92	13.18	13.44	13.71	13.99	14.27	14.55	14.84	15.14	15.44	15.75	16.07	16.39	16.72	17.05	18.41	19.89
<b>Maintenance</b>	14.45	14.73	15.03	15.33	15.64	15.95	16.27	16.59	16.93	17.26	17.61	17.96	18.32	18.69	19.06	20.59	22.23
Base Salary = Step 1																	
Steps 1 - 15 = 2%																	
Steps 20, 25 = 8%																	

**APPENDIX B**

**INSURANCE PREMIUM RATES**

The new 2018-2019 insurance rates are as follows:

**EMPLOYEE ONLY (District pays employee premium)**

Medical Insurance - HHP	\$680.95
Life Insurance - CIGNA	\$4.88
Dental-Ameritas	\$37.16
Vision - Medical Eye Services	\$8.99
<b>TOTAL</b>	<u>\$731.98</u>

**Amount Employee Pays  
for Dependent  
Coverage**

**EMPLOYEE WITH SPOUSE**

Medical Insurance	\$1,361.91	\$680.96
Life Insurance - CIGNA	\$0.00	\$2.00
Dental - Ameritas	\$72.16	\$35.00
Vision Insurance	\$16.19	\$7.20
<b>TOTAL</b>	<u>\$1,448.23</u>	<u>\$725.16</u>

**EMPLOYEE W/CHILD(REN)**

Medical Insurance	\$1,293.81	\$612.86
Life Insurance - CIGNA	\$0.00	\$2.00
Dental -Ameritas	\$87.16	\$50.00
Vision Insurance	\$15.85	\$6.86
<b>TOTAL</b>	<u>\$1,394.84</u>	<u>\$671.74</u>

**EMPLOYEE W/FAMILY**

Medical Insurance	\$2,179.06	\$1,498.11
Life Insurance - CIGNA	\$0.00	\$2.00
Dental - Ameritas	\$127.16	\$90.00
Vision Insurance	\$23.20	\$14.21
<b>TOTAL</b>	<u>\$2,326.52</u>	<u>\$1,604.32</u>