

**Negotiated Agreement**  
**between the**  
**Clark County School District**  
**and the**  
**Education Support Employees Association**



CLARK COUNTY SCHOOL DISTRICT



**2003-2007**

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## **PREAMBLE**

This Agreement is made and entered into by and between the CLARK COUNTY SCHOOL DISTRICT and the EDUCATION SUPPORT EMPLOYEES ASSOCIATION OF CLARK COUNTY, this 15th Day of October, 2003.

It is mutually agreed the ultimate responsibility for establishing reasonable rules rests with the Board of School Trustees of the Clark County School District. Those rules established during the term of this Agreement shall not be inconsistent with this Agreement. The Association agrees to do its utmost to see that its members perform their respective duties loyally and continuously under the terms of this Agreement and reasonable policies established by the School Trustees. The Association will use its best endeavors to protect the interests of the Clark County School District, its employees and the Association, conserve property, protect the interests of the public, and give service to the highest quality.

Members of the education support employees in the School District have the right to join, or not join, any organization for their professional or economic improvements.

NOW, THEREFORE, IT IS AGREED:

**ARTICLE 1**  
**Definitions**

- 1-1 The term "NRS 288," as used in this Agreement, refers to Title 23, Chapter 288 of the Nevada Revised Statutes enacted by the 1969 Session of the Nevada Legislature and revised by subsequent sessions of the Nevada Legislature, cited as the Local Government Employee-Management Relations Act.
- 1-2 The term "School Trustees," as used in this Agreement, means the Board of School Trustees of the Clark County School District.
- 1-3 The term "Association," as used in this Agreement, means the Education Support Employees Association of Clark County, and is the entity known as the Employee Organization in NRS 288.040.
- 1-4 The term "School District" or "District," as used in this Agreement, means the Clark County School District, and is the entity known as the Local Government Employer in NRS 288.060.
- 1-5 The terms "School Trustees," "School District," and "Association" shall include authorized officers, representatives, and agents of each. Despite references herein to "School Trustees," "School District," and "Association" as such, each reserves the right to act hereunder by committee or designated representative.
- 1-6 The term "Superintendent," as used in this Agreement, means the superintendent of schools of the Clark County School District or designated representative.
- 1-7 The term "Personnel Officer," as used in this Agreement, means the School District's associate superintendent, Human Resources Division or the superintendent's designee.
- 1-8 The term "Employee," as used in this Agreement, means a regular status education support Employee holding a position on the Education Support Employees Salary Schedule, a member of the bargaining unit represented by the Association as defined by NRS 288.028, and eligible for membership in the Association. Employees working less than four (4) hours per day or twenty (20) hours per week, and temporary Employees are excluded from the Bargaining Unit.
- 1-9 The term "Regular Status Employee," as used in this Agreement, means an education support Employee who has successfully completed his or her initial six (6) month probationary period and any extensions thereof.
- 1-10 The term "School Year," as used in this Agreement, is the same as that defined in NRS 388.080, which states: "The public school year shall commence on the first day of July and shall end on 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 or less, ten (10) months, eleven (11) months, or twelve (12) months in length. Employee compensation and benefits provided for under this Agreement are to be accrued based upon the Employee's work assignment which is the actual days or hours of employment only. The minimum number of work days in a work assignment shall be one hundred seventy (170) days for nine (9) month Employees, one hundred ninety (190) days for ten (10) month Employees, two hundred ten (210) days for eleven (11) month Employees, and two hundred thirty (230) days for twelve (12) month Employees.

- 1-12 The term "School Day," as used in this Agreement, means any day on which the education center offices are open for business.
- 1-13 A "Day" shall be defined as a day in which a regular status Employee is required to be and is present on the job.
- 1-14 A "Work Week" shall be defined as seven (7) contiguous days starting Sunday at 12:00 A.M. (midnight Saturday) and ending Saturday, seven (7), twenty-four (24) hour periods later.
- 1-15 The term "Immediate Family," as used in this Agreement pertaining to the use of sick leave, means mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law, foster child, step child, step parent or any person living in the immediate household of the Employee. The term "Immediate Family," as used in this Agreement pertaining to bereavement leave, shall include those persons listed above and also brother-in-law, sister-in-law, grandmother, grandfather, grandchild, aunt, uncle, foster parent, and son-in-law and daughter-in-law.
- 1-16 The term "Agreement" refers to this document, the binding agreement between the Clark County School District and the Education Support Employees Association of Clark County.
- 1-17 The term "Appropriate Administrator," as used in this Agreement, shall be defined as the principal, department head, or a designated administrative supervisor paid on the Unified Administrative Salary Schedule and serving as the direct first line administrative officer in charge.
- 1-18 The term "Immediate Supervisor," as used in this Agreement, shall be a designated representative of the supervising administrator paid on the Teachers Salary Schedule or on the Education Support Employees Salary Schedule.
- 1-19 The term "Serious Offense," is defined as an act or failure to act, which poses a serious threat or danger to the welfare or safety of staff, students, public or District property.
- 1-20 "Emergency" means a situation which the administration of the District could not have reasonably anticipated and when District needs may require adjustments to work schedules in order to maintain minimum staffing levels for the District.
- 1-21 An "Association Representative" is a duly authorized Association representative appointed by the Association and noticed to the District.
- 1-22 The term "Surplus Position," as used in this Agreement, refers to a position which has been eliminated by the District.
- 1-23 The term "Reduction-in-Force," as used in this Agreement, refers to the elimination of a position or positions which may/will result in the termination of an Employee or Employees.
- 1-24 The term "Lateral Reassignment," as used in this Agreement, refers to an entitled assignment that is equal in range, months, and hours.
- 1-25 Temporary summer assignments are those which fall outside the employee's regular work year.

**ARTICLE 2  
Recognition**

- 2-1 The School District recognizes the Association as the exclusive representative of all Employees employed by the School District subject to this Agreement, except such Employees as are excluded by NRS 288.
- 2-2 The parties agree that recognition was and is granted in accordance with NRS 288 and will continue only so long as the Association complies with the provisions of NRS 288 and that recognition may be withdrawn during the term of this Agreement in accordance with NRS 288 and with the terms of this Agreement.
- 2-3 All rights and privileges expressly granted to the Association under the provisions of this Agreement are granted for the exclusive use of the Association subject to the exception of NRS 288.140 and the prohibitions of NRS 288.270.
- 2-4 The Association recognizes that the School Trustees, as representatives of the electorate, have the final responsibility for establishing policies for the School District provided that such policies shall not violate or contradict the terms of the negotiated Agreement in effect.
- 2-5 This recognition is the mutual agreement of all parties to negotiate in good faith regarding all negotiable items in accordance with NRS 288.

**ARTICLE 3  
Impasse Proceedings**

- 3-1 It is understood that if the parties fail to reach agreement as a result of direct negotiations, impasse proceedings may be invoked by either party in accordance with the provisions of NRS 288.

**ARTICLE 4  
Grievance and Arbitration Procedure**

- 4-1 A grievance is defined as any dispute which arises regarding an interpretation, application, or alleged violation of any of the provisions of this Agreement. A grievance may be filed by an Employee of the School District covered by this Agreement, individually or through the Association, or by the Association. A grievance will not include any matter or action taken by the school trustees, or any of its agents, for which relief is granted by the Statutes of Nevada.
- 4-2 The provisions of this Article are for the purpose of setting forth the full grievance procedure including the time limits relating to these procedures which may culminate in arbitration.
- 4-3 Time limits indicated at each level of the grievance procedure set forth in this Article shall be construed as maximum and an attempt shall be made to expedite the process. The time limits set forth in this Article shall be waived at the end of the aggrieved Employee's regular assignment or when the aggrieved Employee is on an approved leave, unless the Employee, in the event the grievance was filed by the Employee, the Association, and the District mutually agree to observe the timelines specified in Article 4.
- 4-4 Extensions of the time limits may be requested verbally or in writing by either party. Verbal extensions shall be confirmed in writing by the party making the request within two (2) Days.

4-5

STEP ONE: Informal Discussion:

- (a) Both parties encourage Employees covered by this Agreement to resolve their problems with their immediate supervisor or Appropriate Administrator whenever possible. The provisions of this Article are not intended to preclude an Employee with a potential grievance from informally discussing the problem with his/her Immediate Supervisor or Appropriate Administrator prior to filing a formal grievance.
- (b) If an Employee requests an informal discussion with his/her immediate supervisor or Appropriate Administrator concerning the subject matter of a potential grievance, such informal discussions will be held no later than twenty (20) Days from the last day the alleged violation occurred.
- (c) It is understood and agreed that all aspects of such informal discussions, if any, which take place shall have no bearing or precedential effect on the resolution of that grievance or any similar grievance filed in accordance with this Article.
- (d) If a grievance is resolved as a result of an informal discussion, the Immediate Supervisor or Appropriate Administrator may reduce that resolution to writing prior to the termination of the time limits for filing a formal grievance. Any written resolution shall be acknowledged by both parties and forwarded to the Association and the associate superintendent, Human Resources Division. The absence of such a written resolution shall serve as notice that the formal grievance procedure may be initiated.

4-6

All grievances shall be processed in the following manner:

STEP TWO

- (e) If the grievance is not resolved at Step One, the affected Employee, in the event a grievance has been filed by an Employee individually or through the Association, or the Association may submit the unresolved written grievance to the associate superintendent, Human Resources Division, or the superintendent's designee, not later than seven (7) Days after the end of the time period set forth in subsection (b) above. The Association or the Employee, in the event the grievance was filed by the Employee, may amend the statement of the grievance prior to the Step Two meeting.
- (f) In the event a grievance is filed at Step Two in a timely manner, the associate superintendent, Human Resources Division, or the superintendent's designee shall meet with the affected Employee (if there be one) and the designated representative of the Association within five (5) Days after receiving the grievance.
- (g) In the event a grievance is not resolved at this meeting, the associate superintendent, Human Resources Division, or the superintendent's designee shall, within ten (10) Days after the meeting, submit a written response to the grievance, to the aggrieved Employee and to the Association. Any resolution of the grievance in favor of the grievant shall be in writing and copies forwarded to both the aggrieved Employee and the Association.
- (h) If a grievance is either denied, or not resolved at Step Two of the grievance procedure, the grievance shall be deemed withdrawn with prejudice unless timely filed at Step Three, arbitration, in accordance with the provisions of subsection (k) below.
- (i) If the associate superintendent, Human Resources Division, or the superintendent's designee fails to respond within ten (10) Days as referred to in subsection (g) above, or if a mutually agreed upon time extension is not agreed upon, the grievance shall be deemed in favor of the grievant.



### STEP THREE

(j) In the event a grievance is not resolved at Step Two of the grievance procedure, the Association, not later than twenty (20) School Days after the expiration of the time limit set forth in subsection (g) above, may submit the matter to arbitration by filing a written demand for arbitration with the associate superintendent, Human Resources Division, or the superintendent's designee.

(k) In the event a timely written request for arbitration of an unresolved grievance is made by the Association, an arbitrator will be selected pursuant to Article 4-18.

4-7 The arbitrator shall not have the authority to modify, amend, alter, add to, or subtract from any provision of this Agreement. An arbitrator in the absence of the express written agreement of the parties shall have no authority to rule on any dispute between the parties other than one which qualifies as a grievance as defined in Section 4-1.

4-8 The arbitrator's decision shall be submitted in writing within thirty (30) School Days of the close of arbitration or submission of post hearing briefs, whichever comes later, to all parties and shall be final and binding on all parties to this Agreement unless the arbitrator exceeds the powers specified herein, or is guilty of procedural error prejudicing the rights of either party as defined by federal labor law decisions.

4-9 The expenses of arbitration, including the arbitrator's fee, costs, expenses, and the cost of the arbitrator's transcript, shall be borne equally by the School District and the Association. However, all other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expenses. It is understood and agreed only the Association has the right to request arbitration.

4-10 No reprisals of any kind will be taken by the School Trustees or by any member of the administration against any party because of filing a grievance or because they participated in the grievance procedure on behalf of the grievant and/or the Association. This provision shall not be construed as an agreement by the School District to pay the grievant or the Association Representative or any person present on their behalf for the time spent in processing a grievance in accordance with the provisions of this Article. The time for a grievance meeting must be approved by the associate superintendent, Human Resources Division or the superintendent's designee and by the Association and/or the grievant. It may occur during or outside the workday. In the event a grievance meeting is scheduled and held during the workday, those Employees covered by this Agreement who participate in such meeting may do so without loss of pay.

4-11 Grievances may be consolidated for purposes of arbitration by mutual agreement of the School District and the Association.

4-12 No provisions of this Article shall be construed to prevent any individual Employee covered by this Agreement from discussing any problem, dispute, or even a grievance as defined herein with any supervisor outside the presence of a representative of the Association. However, such discussion shall not relieve any party from compliance with other provisions of this Article in the absence of an express written waiver of such provisions.

4-13 In the event an Employee(s) exercises the right to individually process a grievance without assistance from the Association, the School District shall provide the Association:

(a) A written copy of the grievance, the name of the grievant to include job title, work site, and the name of the grievant's Appropriate Administrator.

- (b) An opportunity to be present at any meeting with the grievant(s) and at any grievance hearings, suspension hearings, evidentiary hearings, arbitration hearings, or any other meetings.
- (c) Reasonable time to assert the Association's position in regard to the matter.
- (d) A written copy of the resolution of the grievance or arbitration.

4-14 The parties hereby recognize the existence of policies and administrative regulations of the School District to which the Employees covered by this Agreement are bound, and which are subject to change by the School Trustees of the School District. The parties agree that any disputes arising under the application and/or administration of such policies or regulations relating to the subject matter not covered by the provisions of this Agreement shall be processed in accordance with Step Two of the grievance procedure set forth herein. If the dispute is unresolved after Step Two of the grievance procedure, the dispute may only be processed as follows:

4-14-1 The person initiating the dispute may refer the dispute to the Board of School Trustees with full knowledge of the Appropriate Administrator and/or the Superintendent. When a dispute is so referred the board or a committee of the board designated by the full board shall meet and informally discuss the subject matter of the dispute with the person initiating the dispute and with representatives of the Association requested to be present by that person.

4-14-2 The Superintendent or designee shall prepare a review of the case for the Board of School Trustees.

4-14-3 The Board of School Trustees shall make a decision and shall communicate it in writing within thirty (30) calendar days after the final meeting on the dispute.

4-15 The District and the Association agree that all hearings shall be conducted in an orderly manner. Should a participant not conduct himself or herself in an orderly manner, either party could request a 30-minute recess.

4-16 The District and the Association agree that all District regulations and policies of conduct are in force during the hearing.

4-17 No precedent shall be set by the resolution of a grievance filed by an individual Employee unless the Association submits the matter to Step Three, Arbitration.

4-18 Expedited Arbitration Procedure

After ratification of the contract, the District and the Association shall establish a panel of arbitrators from which an arbitrator will be assigned. The number of arbitrators on the panel shall be determined by mutual agreement of the parties, which are the District and the Association. If the parties are unable to agree on a number, the number of arbitrators on the panel shall be nine (9). The American Arbitration Association (AAA) shall be asked to provide a list of twenty-seven (27) arbitrators from which the parties will strike. Those remaining will constitute the panel. The District and the Association shall also have the right, by mutual agreement, to select a panel of arbitrators which must be AAA certified arbitrators.

4-19 Either party to this Agreement may request non-binding mediation through the designated representatives of each party. Mediators shall be assigned by a joint ESEA-CCEA-CCASA committee. Mediation shall take place prior to the filing of a formal grievance and with the concurrence of the other party. Timelines are not suspended pending mediation, except with the written agreement of both parties.

- 4-20 Regular nine-month or modified nine-month employees who secure temporary/summer assignments do not have any grievance rights provided under this agreement or any property interest in the assignment while serving in such temporary/summer assignments. However, terminations from such assignments may be reviewed by the Executive Director of Support Staff Services, Human Resources Division as set forth below.
- 4-20-1 The affected Employee may request an informal discussion with the Human Resources Administrator or designee.
- 4-20-2 The affected Employee may bring an Association representative to such meeting.
- 4-20-3 A representative of the Department terminating the Employee may attend the meeting and offer information.
- 4-20-4 The meeting will be scheduled and held within a reasonable period of time, as determined by the Human Resources Administrator or designee.
- 4-20-5 The Employee may be reinstated to the temporary summer assignment under conditions determined appropriate by the Human Resources Administrator or designee.

## **ARTICLE 5 Responsibility Clause**

- 5-1 Any Employee who is officially assigned in writing by an Appropriate Administrator to perform the responsibilities of a regular position in a higher class, for the majority of a shift because of the absence of a regular status Employee shall, after five (5) consecutive Days, five (5) Days in a three-month period, or eight (8) Days within the school year be granted retroactively a five (5), ten (10), or fifteen percent (15) increase.
- 5-1-1 The percentage increase shall be determined by finding the Employee's current salary step and advancing on the step column toward the range of increased responsibility, not to exceed fifteen (15%) percent. On any successive responsibility assignment to the same position in the higher class within the previous twelve (12) months, the Employee shall receive responsibility pay effective the first day of the assignment.
- 5-1-2 If the Employee is subsequently promoted from the responsibility assignment to the regular assignment, placement on the salary schedule shall be made in accordance with Regulation 4293 (Placement and Advancement on the Education Support Employees Salary Schedule).
- 5-2 Any Employee who, although not replacing another Employee, is officially assigned in writing by the Appropriate Administrator with the approval of the appropriate deputy superintendent, to all the responsibilities of a full-time regular position in a higher classification than the Employee's current position, shall after five (5) consecutive Days, be granted retroactively an increase not to exceed a maximum of fifteen percent (15%) but not less than ten percent (10%) of the Employee's current salary until the assignment is discontinued. Such an assignment shall not exceed ninety (90) calendar days unless the approval of the Superintendent or designee has been obtained.
- 5-3 Whenever possible, an Employee will receive earned responsibility pay not later than the following pay period. Responsibility pay will only be earned for actual time worked.

**ARTICLE 6**  
**Annual Leave (Vacation)**

6-1 Vacation time shall be accumulated at the rate of .833 days per month of employment for the first year of employment as a support staff Employee:

- (a) Nine- (9) month Employees shall accumulate 7.5 days per nine (9) months.
- (b) Ten- (10) month Employees shall accumulate 8.33 days per ten (10) months.
- (c) Eleven- (11) month Employees shall accumulate 9.16 days per eleven (11) months.
- (d) Twelve- (12) month Employees shall accumulate ten (10) days per twelve (12) months.

Except in cases of emergency where the Employee may request earned annual leave, and it will not be unreasonably denied, an Employee cannot take earned annual leave during their initial probation with the District.

6-2 After first year of employment as a support staff Employee (beginning second year of employment), vacation time shall be accumulated at the rate of 1.25 days per month:

- (a) Nine- (9) month Employees shall accumulate 11.25 days per nine (9) months.
- (b) Ten- (10) month Employees shall accumulate 12.50 days per ten (10) months.
- (c) Eleven- (11) month Employees shall accumulate 13.75 days per eleven (11) months.
- (d) Twelve- (12) month Employees shall accumulate 15 days per twelve (12) months.

6-3 After five (5) years of employment as a support staff Employee (beginning of the 6th year), vacation time shall be accumulated at the rate of 1.50 days per month worked:

- (a) Nine- (9) month Employees shall accumulate 13.5 days per nine (9) months.
- (b) Ten- (10) month Employees shall accumulate 15 days per ten (10) months.
- (c) Eleven- (11) month Employees shall accumulate 16.5 days per eleven (11) months.
- (d) Twelve- (12) month Employees shall accumulate 18 days per twelve (12) months.

6-4 After ten (10) years of employment as a support staff Employee (beginning of the 11th year), vacation time shall be accumulated at the rate of 1.75 days per month worked:

- (a) Nine- (9) month Employees shall accumulate 15.75 days per nine (9) months.
- (b) Ten- (10) month Employees shall accumulate 17.50 days per ten (10) months.
- (c) Eleven- (11) month Employees shall accumulate 19.25 days per eleven (11) months.
- (d) Twelve- (12) month Employees shall accumulate 21 days per twelve (12) months.

6-5 Annual leave shall be approved by the Appropriate Administrator who is in charge of the department in which the Employee is currently assigned. The appropriate administrator may not require more than five (5) work days notice prior to approval of vacation.

- 6-6 Whenever possible, all summer vacation requests for custodial staff are to be submitted for approval to the director, Operations Department, by the first Friday in May. Requests will not be unreasonably denied. Reasons for denial shall be forwarded in writing to the Employee within twenty (20) School Days.
- 6-7 The District shall grant vacation leave as requested by the Employee except in the event of an Emergency. The District may require the adjustment of scheduled vacation leaves to maintain minimum staffing levels in the District or in the event of an emergency. It is understood that minimum staffing levels may be adjusted by the District.
- 6-8 In case of a scheduling conflict, the Appropriate Administrator shall consider length of service. If the nature of the work makes it necessary to limit the number of Employees on vacation leave at one time or to limit the number of days which may be approved at one time, the Appropriate Administrator should consult with the Employees to determine which Employees shall be assigned and which Employees are to receive approval for annual leave. Unless approved in advance by the Appropriate Administrator, no annual leave shall be granted to Employees who are school-based custodians or clerical staff during the five (5) days prior to the beginning of the student school year, during the first five (5) days when schools are in session, and during the last ten (10) days before the end of the student school year. Unless approved in advance by the Appropriate Administrator, no annual leave shall be granted to other Employees during the first ten (10) days when schools are in session and the last ten (10) days before the end of the student school year.
- 6-9 Education support Employees shall not accumulate more than 85 days of annual leave. No additional annual leave shall be credited when the Employee has reached this maximum. Nine-, ten-, eleven-, and twelve-month Employees shall have the option at the end of their work assignment, or the second (2nd) pay period in January, or on the pay period following spring break to retain all of their accumulated vacation or take a full pay-off for their accumulated vacation or retain part of their accumulated vacation and take a partial pay-off for their accumulated vacation.
- 6-9-1 Notwithstanding the foregoing, an Employee must have passed the initial probationary period and have at least six (6) hours of accumulated vacation before requesting a payoff under this Article 6-9. It is understood that the six (6) hour minimum for those who have passed initial probation applies to vacation payoff, but not to the actual use of accumulated vacation.

## **ARTICLE 7**

### **Jury Duty**

- 7-1 An Employee selected to serve on a trial jury or appointed as a member of a grand jury must apply for such leave in advance by submitting a document verifying the selection or appointment to the Immediate Supervisor.
- 7-2 An Employee who serves on a jury scheduled during the Employee's work day shall receive the regular daily rate of pay for that period of jury service. Monies received for mileage shall be retained by the Employee. Monies received for a jury assignment shall be remitted to the District.
- 7-3 Those Employees required to appear for jury duty who are released from jury service with three (3) or more hours of their work day remaining (after travel time to work site) shall report to work. The requirement to report to work shall not apply to evening shift workers who served for four (4) hours or more on a jury during the day of their shift.

7-4 Employees will be provided time off without loss of pay when appearing in a court proceeding which requires the Employee to testify regarding a matter related to the Employees duties. However, monies received for a subpoena, less transportation mileage reimbursement, shall be remitted to the Clark County School District immediately upon receipt of the monies for the subpoena.

Otherwise, a Support Staff Employee who is required by law to appear in court as a witness may access earned personal leave, earned annual leave or may take unpaid time off as necessary for such purpose provided the Employee provides the Employee's Administrative Supervisor reasonable advance notice.

7-5 Leave without loss of pay will not be provided to an Employee having a personal interest or benefit from participation in the proceedings or if the proceeding is between any Employee and the District.

7-6 Any Support Staff Employee subpoenaed by an Employee organization to appear at any hearing relating to labor relations matters shall not be granted leave with pay except as provided in the negotiated agreement.

7-7 The District retains the right to require Employees to serve as witnesses without loss of pay.

#### **ARTICLE 8 Association Business**

8-1 For each separate fiscal year covered by the term of this Agreement, the Association will be allocated a total of twenty-one hundred (2100) hours leave without loss of pay for association members to attend association meetings, conferences, legislative sessions, conventions, training sessions, scheduled District-ESEA negotiations sessions, and scheduled District-ESEA problem-solving task force meetings.

8-2 In order for the association business/leave to be authorized, the District business/leave form must be:

8-2-1 Signed by an authorized Association Representative indicating reason and dates for leave.

8-2-2 Signed by Employee.

8-2-3 Submitted at least five (5) work days prior to the requested leave date. The five- (5) work-day notice may be waived by the District.

8-2-4 Signed by the supervisor of the Employee, indicating recommendation.

8-2-5 Signed by the appropriate Administrator of the Employee, indicating approval or denial of the requested leave.

8-2-6 Requests for leave for Association business, which are denied, must be reviewed and signed by the appropriate District division supervising administrator. The request shall be returned to the employee two (2) work days prior to the requested leave date.

8-3 Employees shall not be granted approval for more than ten (10) times their daily regularly assigned hours, of the twenty-one hundred hours allocated. Exemptions to this limitation are:

- 8-3-1 The vice-president shall be allocated fifteen (15) times his/her daily regularly assigned hours.
- 8-3-2 Members of the ESEA negotiations team and members of problem-solving task forces to attend scheduled District-ESEA meetings.
- 8-3-3 The District may waive the limitations of this Article 8-3.
- 8-4 Three (3) non-district employee representatives of the Association may communicate with individual Employees or group of Employees during the individual Employee's work breaks or lunch period. The conduct of such business shall be such as not to interfere with the individual Employee's duties. The Association Representatives must check in with the Appropriate Administrator upon entering the building, office area, or work site in order to identify themselves, to facilitate the purpose of visit, and to make arrangements to communicate with a particular Employee or group of Employees.
- 8-5 Employees selected by the ESEA to act as Association Representatives shall not be permitted to conduct any Association business during that Employee's work day. Employees named by ESEA to act as Association Representatives may conduct Association business before and after the work day, during the duty-free lunch period, and during authorized breaks.
- 8-6 Association leave days used will not be charged against the Employee's sick leave, annual leave, or the calculation of personal leave days earned.
- 8-7 The District shall, upon written request from the Association's executive board, grant the president of the Association a two-year leave of absence without pay during the president's term of office for the purpose of performing association business.
- 8-7-1 If the president serves only one term of office (two years or less), the District agrees to return the president to the same position, held when the leave of absence was granted. If the program has been reassigned to a new location, then the president will return to the same position in the new location.
- 8-7-2 The Association agrees that the Employee selected to fill the position temporarily vacated by the president on leave of absence will serve on an interim basis. Upon return of the president, the interim Employee will be assigned to another position for which qualified. The Employee assigned to replace the president will be notified in writing at the time of assignment of the contents of this Article by the District and the Association.
- 8-7-3 If the president serves two or more terms in office, the District agrees to return the president to the same position held when the leave was granted if vacant or to an equivalent position for which the president is qualified without a reduction in pay or other monetary benefits.
- 8-7-4 The Association staff and/or officers may communicate with individual Employees or groups of Employees during the individual Employee's work breaks or lunch period or before or after work. The conduct of such business shall be such as not to interfere with the individual Employee's duties. The Association must check in with the Appropriate Administrator upon entering the building, office area, or work site to facilitate the visit.
- 8-8 The money previously ear-marked for the president's salary shall be available for use under Article 8-1.

8-9 A joint standing committee, the Contract Maintenance Committee, consisting of an equal number of representative members appointed by each party shall be established. The Committee will meet as requested by either party to attempt to resolve problems that arise concerning contractual issues. The Committee does not replace or supercede the grievance process, but instead is intended to address issues in an alternative, non-adversarial setting.

8-10 The amended provisions of Article 8-1, 8-2 and 8-3 shall be in effect for the 2003-2005 school years and shall end with this agreement unless it is placed in a subsequent agreement.

**ARTICLE 9  
Paid Lunch Period**

9-1 All eight- (8) hour regular full-time Employees who report to work at 2 p.m. or after but prior to 5 a.m. will be given a 30-minute paid duty-free lunch period. All eight- (8) hour regular full-time Employees whose regular work day falls on a Saturday or Sunday will receive a 30-minute paid lunch period for those days.

9-2 Regular education support Employees assigned to work six (6) hours or more shall be provided a non paid duty-free lunch period. The Employee may elect not to exercise this provision with concurrence of the Appropriate Administrator or designee.

9-3 The lunch period shall be scheduled no later than five (5) hours after the start of the shift.

**ARTICLE 10  
Call Out Pay**

10-1 Employees called for a district requirement shall be paid a minimum of three (3) hours at time and one-half of the regular rate for the Employee. Several call outs on the same shift shall not exceed eight (8) hours of pay, unless the Employee actually works eight (8) hours or more on that shift on call out time.

**ARTICLE 11  
Sick Leave**

11-1 Sick leave is leave that shall be granted to an Employee who is unavoidably absent because of personal illness or accident or because of serious illness or accident in the Employee's Immediate Family or for visits to a licensed medical provider. All Regular Status Employees shall be granted sick leave at the rate of fifteen (15) days per year. (This includes nine- (9), ten- (10), eleven- (11), and twelve- (12) month Employees.) Any Employee who misuses sick leave shall be subject to disciplinary action. The District has a right to make any inquiries that would be applicable when abuse of sick leave is suspected.

11-2 An Employee who is ill must contact the Immediate Supervisor and/or designee at least one hour prior to the beginning of the Employee's assigned regular work shift except when due to an emergency or when contact is not possible, then contact shall be made as soon as possible thereafter.

11-3 A verification of illness, and/or release to return to work shall be submitted by the Employee upon return to work from an absence of four (4) consecutive scheduled work days, if requested by the Appropriate Administrator. The verification of illness and/or release to return to work must be from a state licensed health care provider in an appropriate discipline. The District will pay additional cost, when required.



11-4 An Employee may be required to submit a certificate of fitness because of extensive use of sick leave. "Extensive" shall mean that the Employee has used in excess of six (6) "incidents" of sick leave in the preceding twelve- (12) month period. An "incident" of sick leave shall mean an absence of at least one-half of the assigned work day. The District shall have the right to review the usage of such leave.

If an Employee disagrees with the decision of the superintendent's designee, the Employee may appeal the decision to the Sick Leave Review Committee composed of five (5) members appointed by ESEA. A majority vote of the committee members present shall determine the decision of the committee. The decision of the committee shall be final and binding. In the event the committee is unable to secure a majority, the decision of the superintendent's designee shall stand. The committee's decision shall be limited to determining if the use of sick leave is appropriate.

The Sick Leave Review Committee shall hear the appeal if it is filed within twenty (20) School Days after the Employee is notified of the superintendent's designee's decision. The Sick Leave Review Committee shall meet each month and shall hear all appeals which are filed ten (10) or more days prior to the meeting of the Sick Leave Review Committee. The Employee and/or the association representative and the superintendent's designee will be permitted to testify and present written information to the committee.

This appeal procedure shall be in effect for the 2003-2007 school years and shall end with this Agreement unless it is placed in the subsequent agreement. The appeal procedure can be eliminated by the District or the Association after providing a thirty (30) day written notice.

The District may require an Employee to have a physical examination from a physician of the District's choice from a list of qualified physicians licensed to practice in the State of Nevada or, at the option of the District, to submit a written certificate from a physician of the Employee's choice confirming the necessity of absence due to illness. When the District requires a medical exam by a physician of the District's choice, such costs will be paid for by the District.

#### 11-5 Sick Leave Pool

##### 11-5-1 Sick Leave Pool Committee

A Sick Leave Pool Committee shall be established to administer the District Sick Leave Pool. The Committee shall have the authority to determine the minimum bank balance. When the pool reaches that minimum, the Committee may trigger a mandatory request for an additional contribution. The Committee shall be composed of an equal number of members appointed by the Association and the District and will develop procedures for the operation of the pool .

##### 11-5-2 Sick Leave Pool

1. In order to contribute, an employee must have a minimum of six (6) days of accrued sick leave.
2. When the requirements set forth in this section and any others established by the committee have been met, the participant shall be compensated for all unpaid days up to the maximum set by the committee for that particular claim.
3. An employee may become a participant during the periods of September 1 to September 30 or April 1 to 30, which shall be the "window" periods established to contribute to the Pool, by contributing one (1) day of earned sick leave to the Sick Leave Pool. It is the responsibility of the Association to initiate the notice, collect

the enrollment forms and provide the forms to the District within ten (10) days of the end of the window periods.

If the Pool fails to become operable, any participant who contributed one (1) day, within the window period, to the Sick Leave Pool shall have it returned to the participant's account.

4. The Sick Leave Pool shall have a minimum of one thousand (1,000) days on deposit before becoming operable.
5. The following minimum requirements for the operation of the Pool shall apply:
  - a. No participant shall be eligible for more than one hundred (100) days during any one school year.
  - b. No participant shall be eligible to access the Pool until all accrued vacation, compensatory, sick and personal leaves have been exhausted.
  - c. No participant shall be eligible to utilize the Pool until the participant has been absent for at least ten (10) consecutive days.
  - d. Access to the Pool shall be applicable only to the catastrophic injury or illness of the participant.
  - e. Participants applying for days from the Pool must submit an application which must include justification for the leave and a certificate from a physician. The Committee can require a second medical opinion from a physician selected by the Committee to be paid for by the participant.
  - f. Participants who are determined to have abused use of Pool days will reimburse the days drawn from the Pool and will be subject to disciplinary action.
  - g. Any participant utilizing days from the Pool shall not be required to reimburse those days except as a regular contributing participant.
  - h. In the event the operation of the Sick Leave Pool is more expensive than anticipated by the District, the District may discontinue operation of the Pool upon thirty (30) days written notice to the Association.

11-6 When an Employee is receiving compensation under workers' compensation, the Employee shall have the option of receiving full pay through the use of accumulated sick leave. If the Employee elects to receive workers' compensation only, the one (1) year period of time as outlined in Article 11-8, shall begin with the first day of workers' compensation.

11-7 An Employee who has returned to work in any capacity and is still receiving workers' compensation medical benefits under workers' compensation provisions and is required to report for further medical examination, treatment, or therapy during his or her work day will not be charged for sick leave if the following conditions are met:

- (a) The cumulative time required to receive this medical care does not exceed five (5) work days.
- (b) This Article is not exercised when temporary total disability benefits are reactivated under workers' compensation provisions.

- (c) The Employee submits a written duty status from the licensed medical provider and presents it to the supervisor on the next day worked after the appointment.
- 11-7-1 It is the intent of the parties to this Agreement that Employees schedule workers' compensation medical appointments before or after their work day.
- 11-7-2 Workers' compensation leave (Payroll Code 13) shall be deducted from sick leave but not taken into consideration for the calculation of personal leave days earned.
- 11-8 An Employee who has exhausted accumulated sick leave and vacation and whose prognosis indicates that the Employee shall be able to return to work within one (1) calendar year from the date that paid leave is exhausted, shall be granted a one (1) year unpaid medical leave of absence.
- 11-8-1 An Employee returning from a one (1) year unpaid medical leave of absence shall be reinstated to the first available position comparable to the position from which the leave was taken or for which the Employee qualifies.
- 11-8-2 There is no obligation on the part of the District to reinstate an Employee beyond one (1) year from the date that the Employee was released to return to duty from the unpaid medical leave of absence.
- 11-9 After five (5) years of employment, in the event of an Employee's death, all unused sick leave, up to a maximum of one thousand (1000) hours, shall be paid to the Employee's surviving spouse or beneficiary.
- 11-10 Employees who have completed at least ten (10) years of service with the Clark County School District and who enter into and receive retirement benefits, in accordance with Public Employee Retirement System (PERS) rules and regulations or if not enrolled in PERS are eligible for and start receiving social security benefits, or have completed twenty (20) continuous years of service with the District, shall receive reimbursement for unused sick leave. In accordance with the 1979-81 Negotiated Agreement between the parties, the Association, in lieu of an increase in the salary schedule, agreed to take \$51,443 and that this amount would be set aside to implement the payments for reimbursement of unused sick leave. The dollar amount and the number of days to be paid will be by agreement of the Association and the District. For the 1986-87 school year, the District agrees to add \$39,100 for payment of unused sick leave for a total not to exceed \$90,543. This amount shall be increased in the same percentage amount granted as general salary increase as a result of future negotiations. For 2003-2004 that amount shall be \$139,380 and for 2004-2005 that amount shall be \$142,168.
- 11-11 Maternity leave shall be granted to an Employee for up to six (6) weeks for the purpose of giving birth. Maternity leave may be taken as vacation, sick leave, or leave without pay.
- 11-11-1 An Employee returning to work from an unpaid maternity leave of six (6) weeks or less shall be reinstated to the position from which the leave was taken.
- 11-12 Any education support Employee adopting a minor child may be granted paid sick leave or an unpaid maternity leave of absence. Such leave shall commence upon de facto custody of said adopted child, or earlier, if necessary to fulfill the requirements for the adoption and such leave shall not exceed six (6) weeks.
- 11-12-1 An Employee returning to work from an unpaid adoption leave shall be reinstated to the position from which the leave was taken.

11-13 One flexible day will be provided to each Employee covered by the terms of this Agreement. Flexible day leave shall be deducted from sick leave, but not taken into consideration for the calculation of personal leave days earned. The Appropriate Administrator may not require more than five (5) work days notice prior to approval of the flexible day. The District shall grant the flexible day as requested by the Employee except in the event of an Emergency. This event may only occur one time during the Work Year.

11-13-1 Flexible days may only be utilized during times the Employees are otherwise assigned to work and specifically excludes payment for flexible days, and the use of such days, during non-assigned time.

11-14 Unused sick leave shall be accumulated without limit.

## **ARTICLE 12 Personal Leave**

12-1 Personal leave as defined herein may only be granted to those Employees who qualify for such leave in accordance with the provisions of 12-2, 12-3, 12-4, and 12-5.

12-2 Nine- (9) month education support Employees who in the prior School Year used three (3) days sick leave or less or the equivalent based on actual hours used, if less than an eight- (8) hour Employee, shall be entitled to two (2) days personal leave with pay, based on the equivalent of the current assignment as of May 30.

12-3 Ten- (10) month education support Employees who in the prior School Year used four (4) days sick leave or less, or the equivalent based on actual hours used, if less than an eight- (8) hour Employee, shall be entitled to two and one-half (2 1/2) days personal leave with pay, based on the equivalent of the current assignment as of May 30.

12-4 Eleven- (11) month education support Employees who in the prior School Year used four and one-half (4 1/2) days sick leave or less, or the equivalent based on actual hours used, if less than an eight- (8) hour Employee, shall be entitled to two and three-quarters (2 3/4) days of personal leave with pay, based on the equivalent of the current assignment as of May 30.

12-5 Twelve- (12) month education support Employees who in the prior School Year used five (5) days sick leave or less, or the equivalent based on actual hours used, if less than an eight- (8) hour Employee, shall be entitled to three (3) days personal leave with pay, based on the equivalent of the current assignment as of May 30.

12-6 Personal leave earned in accordance with the above shall be granted to the Employee without any limitations on the purpose for the use of such days and shall only be limited by the provisions of 12-7 and 12-8 below.

12-7 Employees qualifying for personal leave shall notify their Appropriate Administrator of the intended use of a day's personal leave at least five (5) days prior to the date to be used except in cases of personal emergencies. In the latter case, notice should be given as early as possible. All personal leave as set forth above is subject to approval by the appropriate supervisor.

12-8 Unless approved in advance by the Appropriate Administrator, no personal leave shall be granted to Employees who are school-based custodians or clerical staff during the five (5) days prior to the beginning of the student School Year, during the first five (5) days when schools are in session, and during the last ten (10) days before the end of the student School Year except for the graduation of the Employee's dependent child from school. Unless approved in advance by the Appropriate Administrator, no personal leave shall be granted to

other Employees during the first ten (10) days when schools are in session and the last ten (10) days before the end of the student School Year except for the graduation of the Employee's dependent child from school. Earned personal leave must be used prior to June 30.

12-9 Personal leave days may only be utilized during times the Employees are otherwise assigned to work and specifically excludes payment for personal leave days, and the use of such days, during non assigned time.

12-10 An Employee with perfect attendance shall be entitled to one (1) additional day of personal leave to be awarded based on the equivalent of the current assignment as computed by the District. This one (1) day is in addition to any other personal leave.

12-10-1 The term "perfect attendance," as used in this Article, is defined as an Employee who works every assigned work day and utilizes no accumulated sick leave, leave without pay, or any other leave except for annual leave, personal leave, compensatory time or flexible day only.

12-11 To be eligible for personal leave the Employee must have been in a regular status support staff position before October 1 of the previous year for 11- and 12-month Employees and November 1 of the previous year for 9- and 10-month Employees. Personal leave may not be utilized by Employees who have been on an unpaid status during assigned time.

**ARTICLE 13  
Bereavement Leave**

13-1 Leave with full pay shall be allowed for three (3) work days for each period of bereavement or absence due to death in the Immediate Family of the Employee and must be used for that purpose. Two (2) additional work days with full pay may be approved by the Employee's Appropriate Administrator. Time may be allowed for travel, with maximum bereavement leave not to exceed seven (7) work days. Bereavement leave shall be deducted from sick leave, but not taken into consideration for the calculation of personal leave days earned.

**ARTICLE 14  
Military Leave**

14-1 Members of reserve units of the United States Armed Forces or National Guard who are mobilized to meet local emergency situations for a period of ten (10) days or less shall receive their regular rate of pay for this period of time. However, they will be required to surrender the lesser of the amounts of (1) their regular rate of pay for each such period of time or (2) their payment received for military service while on active duty, exclusive of pay received for meals, transportation, and lodging.

14-2 An Employee who is an active member of the United States Army Reserve, the United States Naval Reserve, the United States Air Force Reserve, the United States Coast Guard Reserve, the United States Marine Corps Reserve, or the Nevada National Guard must be relieved from his/her duties, upon his/her request, to serve under orders without loss of his/her regular compensation for a period of not more than fifteen (15) work days in any one (1) calendar year. No such absence may be a part of the Employee's annual vacation provided by law.

14-3 If an Employee is not on the payroll during the period of required armed forces services duty, as provided above (i.e., nine-month Employees attending summer camp), said Employee shall not receive the benefits provided by this Article 14.

**ARTICLE 15**  
**Overtime**

- 15-1 Any Employee who works or is in a paid status for more than forty (40) hours in any week (Sunday through Saturday) and the Appropriate Administrator or designee is aware of and approves the work assignment shall be paid for all hours in excess of forty (40) on the basis of time and one-half. Holiday pay, sick leave pay, and vacation pay shall not prevent an Employee from receiving time and one-half.
- 15-2 Employees required to work on holidays shall be paid double time as well as holiday pay, unless the holiday is a regularly scheduled work day.
- 15-3 Other than in a recognized Emergency, no Employee shall work overtime without prior approval.
- The District agrees to work with the Association in monitoring staff for Emergency purposes.
- 15-4 In order that an Employee receive pay for all overtime worked, overtime must be reported no later than the next pay period following the pay period in which the overtime was worked.
- 15-5 The Employee's signature on the payroll warrant or the deposit of the payroll warrant to the Employee's account will be considered as evidence that the hours listed on the payroll warrant stub are correct unless an error is called to the attention of the Appropriate Administrator or designee within thirty (30) School Days.
- 15-6 Except in emergencies, the decision to work overtime is at the option of the Employee. The Appropriate Administrator or designee must offer overtime pay or compensatory time. If the employer offers both, the Employee may select either. Appropriate Administrators or designees shall not force Employees to accept compensatory time in lieu of pay.
- 15-7 Employees accepting compensatory time may only utilize compensatory time during times they are assigned to work. This specifically excludes payment for or use of compensatory time during non assigned time. Employees who have previously accumulated compensatory time prior to August 1, 1992 may be paid for that time by requesting payment from the District during non assigned time.
- 15-8 Employees accepting compensatory time will indicate acceptance on a form to be provided listing the terms and conditions for the utilization of compensatory time, which will be in accordance with this Agreement.
- 15-9 Use of compensatory time must be requested from the appropriate administrator at least three work days in advance and may be denied in order to meet minimum staffing levels. The District agrees that use of compensatory time will not be unreasonably denied. Compensatory time may be utilized in increments of five days or less, except in Emergencies, or unless otherwise authorized by the Appropriate Administrator.
- 15-10 Not more than two hundred forty (240) hours of compensatory time may be earned in lieu of pay. No additional compensatory time shall be credited when an Employee has accrued the maximum of two hundred forty (240) hours. The parties agree not to exceed the hours allowed under federal law.
- 15-11 Compensatory time hours shall be credited at one and one-half (1 1/2) times the actual hours worked after the Employee has completed a forty- (40) hour Work Week.

- 15-12 Compensatory time shall be compensated at the then current range and step placement of the Employee when the compensatory time is used or paid off at termination or retirement, not to exceed one hundred and fifty (150) hours of paid compensation.
- 15-13 It is the intent of the District to grant compensatory time off as requested by the Employee. District needs, however, may require adjustment to scheduled leaves in the event of an Emergency or to maintain minimum staffing levels.
- 15-14 When authorized by the Appropriate Administrator, overtime will be offered on an equitable basis among regular qualified Employees within the department or area of assignment.

#### **ARTICLE 16 Holidays**

- 16-1 The following state-approved holidays shall be recognized and observed as paid holidays:
- Independence Day - July 4
  - Labor Day
  - Nevada Day (last Friday in October)
  - Veteran's Day
  - Thanksgiving Day
  - Christmas Day\* - December 25
  - New Year's Day - January 1
  - Martin Luther King Day
  - Presidents' Day
  - Memorial Day
- 16-2 The Board of Trustees shall grant one (1) additional paid holiday at Thanksgiving (the day after Thanksgiving), one (1) additional paid holiday at Christmas\* and one (1) paid holiday for spring vacation.
- 16-3 When it is necessary to assign Regular Status Employees to work on paid holidays for the performance of Emergency work, such Employees shall be paid for the holiday plus for all hours actually worked computed at one and one-half (1-1/2) times the Employee's rate of pay.
- 16-4 Only holidays that fall within the Employee's Work Year shall be paid holidays. The Employee must have been in paid status the assigned Day before the holiday or the assigned Day after the holiday in order to receive pay under this provision.

\*Winter break to be determined by the calendar adopted by the School Trustees.

#### **ARTICLE 17 Medical Examination**

- 17-1 Effective July 1, 1983, the Clark County School District shall reimburse the actual cost or thirty-six dollars (\$36), whichever is the lesser amount, to each driver who is required by the District to submit a physician's report of medical examination when renewing a Class A or Class B Driver's License, as stipulated in the current State of Nevada Special Supplement to the Nevada Driving Handbook issued by the Department of Motor Vehicles, Carson City, Nevada. The School District will pay for any other medical examinations required by the School District.

**ARTICLE 18**  
**Dues Deduction**

- 18-1 Upon appropriate written authorization from the Employee, the School District shall make monthly Association dues deductions from the salary of the Employee and make appropriate remittance to the Association.
- 18-2 No later than August 15 of each year, the Association will provide the School District with a list of Employees who have voluntarily authorized the District to deduct Association dues or a uniformly applied authorized assessment to Association members and the amount to be withheld. The Association will notify the District monthly in writing of any changes to said list. Changes in the amount to be withheld must be submitted in writing at least thirty (30) calendar days prior to the date the change is to be effective. The School Trustees will not be required to honor any authorizations for any month's dues deductions that are delivered to the District later than the fifteenth of the month prior to the distribution of the payroll from which the deductions are to be made. Any Employee desiring to have the District discontinue dues deductions he/she has authorized must notify the Association in writing during the period of July 1 through July 15 for that Work Year's dues. Deductions referred to in Section 18-1 above will be made as follows: 9-month Employees, 20 equal installments; 10-month Employees, 21 equal installments; 11-month Employees, 22 equal installments; and 12-month Employees, 24 equal installments. Those Employees who become members of the Association in June, July, and August shall have the appropriate dues deducted from their salary.
- 18-3 Upon termination or resignation of an education support Employee, the remaining amount of dues for the Association in 18-2 above will be deducted from the Employee's final check. Upon taking a leave of absence, the amount of dues for that month shall be deducted from the Employee's final check.
- 18-4 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.
- 18-5 The Employee's earnings must be sufficient after other required deductions are made to cover the amount of the Association dues. In the case of an Employee who is on non-pay status during part of the pay period, and whose wages are not sufficient to cover the full withholding, no Association dues deductions shall be made. All other required deductions have priority over Association dues.
- 18-6 It is recognized that the School District in agreeing to deduct dues and authorized assessments from Association members is performing a solely administrative function on behalf of the Association for its convenience and is not a party to any agreement between the Association and its members regarding the deduction of dues. The Association, therefore, agrees to hold the School District harmless and to reimburse the School District for any and all cost, including legal fees it may incur, in relation to any deductions made at the direction of the Association and contrary to the instructions received from the individual education support Employee.
- 18-7 The Association agrees to refund to the District any excess amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence of error in the event the claim is submitted sixty (60) School Days from its occurrence.
- 18-8 Dues deductions for membership of the Association shall continue when a member transfers from one job assignment to another, subject to provisions of NRS 288.



- 18-9 Deductions shall be transmitted promptly to the Education Support Employees Association. All requests for such deductions must be in accordance with NRS 608.110.

**ARTICLE 19**  
**Clark County School District**  
**Education Support Employees**  
**Pay Ranges**

- 19-1 The parties agree to expand the education support employees pay ranges – hourly rates to include range 72, 74, 76, and 78. Each range will be at a five (5) percent increment above the previous range and shall include steps A through H in the same manner as the existing pay ranges.

The parties acknowledge that certain support staff job classifications may qualify for exempt status under the United States Fair Labor Standards Act of 1938 and, therefore, agree that the District may, after agreement with the Association to create such positions, establish a salary table for such exempt positions. Employees in a designated exempt classification will be paid at a bi-weekly rate of pay commensurate with the position at a rate of pay approved by the Clark County School District Board of School Trustees, shall be exempt from and ineligible for overtime payments as otherwise provided for employees in this Agreement, and shall be eligible for compensatory time in a like manner to the way compensatory time is provided for other exempt employees of the District. All other benefits for exempt employees shall be at a level consistent with other Employees covered by this Agreement and consistent with the requirements of the Fair Labor Standards Act.

- 19-2 Effective July 1, 2003, the support personnel hourly pay range shall be increased by two (2%) percent. For the 2003-2004 contract year, compensation on the salary schedule for Employees covered by this Agreement shall be as follows:

**CLARK COUNTY SCHOOL DISTRICT**  
**FY 2003-04 SUPPORT PERSONNEL HOURLY PAY RANGES**  
**SALARY INCREASE OF 2.00%**

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
34	9.50	9.98	10.48	11.01	11.55	12.13	12.73	13.37
35	9.74	10.23	10.74	11.28	11.84	12.42	13.06	13.71
36	9.98	10.48	11.01	11.55	12.13	12.73	13.37	14.04
37	10.23	10.74	11.28	11.84	12.42	13.06	13.71	14.39
38	10.48	11.01	11.55	12.13	12.73	13.37	14.04	14.74
39	10.74	11.28	11.84	12.42	13.06	13.71	14.39	15.11
40	11.01	11.55	12.13	12.73	13.37	14.04	14.74	15.48
41	11.28	11.84	12.42	13.06	13.71	14.39	15.11	15.87
42	11.55	12.13	12.73	13.37	14.04	14.74	15.48	16.26
43	11.84	12.42	13.06	13.71	14.39	15.11	15.87	16.66
44	12.13	12.73	13.37	14.04	14.74	15.48	16.26	17.06
45	12.42	13.06	13.71	14.39	15.11	15.87	16.66	17.49
46	12.73	13.37	14.04	14.74	15.48	16.26	17.06	17.92
47	13.06	13.71	14.39	15.11	15.87	16.66	17.49	18.37
48	13.37	14.04	14.74	15.48	16.26	17.06	17.92	18.81
49	13.71	14.39	15.11	15.87	16.66	17.49	18.37	19.28
50	14.04	14.74	15.48	16.26	17.06	17.92	18.81	19.76
51	14.39	15.11	15.87	16.66	17.49	18.37	19.28	20.25
52	14.74	15.48	16.26	17.06	17.92	18.81	19.76	20.75
53	15.11	15.87	16.66	17.49	18.37	19.28	20.25	21.27
54	15.48	16.26	17.06	17.92	18.81	19.76	20.75	21.78
55	15.87	16.66	17.49	18.37	19.28	20.25	21.27	22.33
56	16.26	17.06	17.92	18.81	19.76	20.75	21.78	22.87
57	16.66	17.49	18.37	19.28	20.25	21.27	22.33	23.44
58	17.06	17.92	18.81	19.76	20.75	21.78	22.87	24.01
59	17.49	18.37	19.28	20.25	21.27	22.33	23.44	24.60
60	17.92	18.81	19.76	20.75	21.78	22.87	24.01	25.21
61	18.37	19.28	20.25	21.27	22.33	23.44	24.60	25.85
62	18.81	19.76	20.75	21.78	22.87	24.01	25.21	26.48
63	19.28	20.25	21.27	22.33	23.44	24.60	25.85	27.13
64	19.76	20.75	21.78	22.87	24.01	25.21	26.48	27.80
65	20.25	21.27	22.33	23.44	24.60	25.85	27.13	28.50
66	20.75	21.78	22.87	24.01	25.21	26.48	27.80	29.18
67	21.27	22.33	23.44	24.60	25.85	27.13	28.50	29.92
68	21.78	22.87	24.01	25.21	26.48	27.80	29.18	30.65
69	22.33	23.44	24.60	25.85	27.13	28.50	29.92	31.41
70	22.87	24.01	25.21	26.48	27.80	29.18	30.65	32.18
71	23.44	24.60	25.85	27.13	28.50	29.92	31.41	32.98
72	24.01	25.21	26.48	27.80	29.18	30.65	32.18	33.79
73	24.60	25.85	27.13	28.50	29.92	31.41	32.98	34.64
74	25.21	26.48	27.80	29.18	30.65	32.18	33.79	35.48
75	25.85	27.13	28.50	29.92	31.41	32.98	34.64	36.37
76	26.48	27.80	29.18	30.65	32.18	33.79	35.48	37.25
77	27.13	28.50	29.92	31.41	32.98	34.64	36.37	38.18
78	27.80	29.18	30.65	32.18	33.79	35.48	37.25	39.12

STEP F: Requires ten (10) years of service with the District. (Employees must be on Step E in order to advance to Step F.)

STEP G: Requires fifteen (15) years of service with the District. (Employees must be on Step F in order to advance to Step G.)

STEP H: Requires twenty (20) years of service with the District. (Employees must be on Step G in order to advance to Step H.)

19-3 Effective July 1, 2004, the support personnel hourly pay ranges shall be increased by two (2%) percent.

**CLARK COUNTY SCHOOL DISTRICT  
 FY 2004-05 SUPPORT PERSONNEL HOURLY PAY RANGES  
 SALARY INCREASE OF 2.00%**

<b>RANGE</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>	<b>STEP F</b>	<b>STEP G</b>	<b>STEP H</b>
34	9.69	10.18	10.69	11.23	11.78	12.37	12.98	13.64
35	9.93	10.43	10.95	11.51	12.08	12.67	13.32	13.98
36	10.18	10.69	11.23	11.78	12.37	12.98	13.64	14.32
37	10.43	10.95	11.51	12.08	12.67	13.32	13.98	14.68
38	10.69	11.23	11.78	12.37	12.98	13.64	14.32	15.03
39	10.95	11.51	12.08	12.67	13.32	13.98	14.68	15.41
40	11.23	11.78	12.37	12.98	13.64	14.32	15.03	15.79
41	11.51	12.08	12.67	13.32	13.98	14.68	15.41	16.19
42	11.78	12.37	12.98	13.64	14.32	15.03	15.79	16.59
43	12.08	12.67	13.32	13.98	14.68	15.41	16.19	16.99
44	12.37	12.98	13.64	14.32	15.03	15.79	16.59	17.40
45	12.67	13.32	13.98	14.68	15.41	16.19	16.99	17.84
46	12.98	13.64	14.32	15.03	15.79	16.59	17.40	18.28
47	13.32	13.98	14.68	15.41	16.19	16.99	17.84	18.74
48	13.64	14.32	15.03	15.79	16.59	17.40	18.28	19.19
49	13.98	14.68	15.41	16.19	16.99	17.84	18.74	19.67
50	14.32	15.03	15.79	16.59	17.40	18.28	19.19	20.16
51	14.68	15.41	16.19	16.99	17.84	18.74	19.67	20.66
52	15.03	15.79	16.59	17.40	18.28	19.19	20.16	21.17
53	15.41	16.19	16.99	17.84	18.74	19.67	20.66	21.70
54	15.79	16.59	17.40	18.28	19.19	20.16	21.17	22.22
55	16.19	16.99	17.84	18.74	19.67	20.66	21.70	22.78
56	16.59	17.40	18.28	19.19	20.16	21.17	22.22	23.33
57	16.99	17.84	18.74	19.67	20.66	21.70	22.78	23.91
58	17.40	18.28	19.19	20.16	21.17	22.22	23.33	24.49
59	17.84	18.74	19.67	20.66	21.70	22.78	23.91	25.09
60	18.28	19.19	20.16	21.17	22.22	23.33	24.49	25.71
61	18.74	19.67	20.66	21.70	22.78	23.91	25.09	26.37
62	19.19	20.16	21.17	22.22	23.33	24.49	25.71	27.01
63	19.67	20.66	21.70	22.78	23.91	25.09	26.37	27.67
64	20.16	21.17	22.22	23.33	24.49	25.71	27.01	28.36
65	20.66	21.70	22.78	23.91	25.09	26.37	27.67	29.07
66	21.17	22.22	23.33	24.49	25.71	27.01	28.36	29.76
67	21.70	22.78	23.91	25.09	26.37	27.67	29.07	30.52
68	22.22	23.33	24.49	25.71	27.01	28.36	29.76	31.26
69	22.78	23.91	25.09	26.37	27.67	29.07	30.52	32.04
70	23.33	24.49	25.71	27.01	28.36	29.76	31.26	32.82
71	23.91	25.09	26.37	27.67	29.07	30.52	32.04	33.64
72	24.49	25.71	27.01	28.36	29.76	31.26	32.82	34.47
73	25.09	26.37	27.67	29.07	30.52	32.04	33.64	35.33
74	25.71	27.01	28.36	29.76	31.26	32.82	34.47	36.19
75	26.37	27.67	29.07	30.52	32.04	33.64	35.33	37.10
76	27.01	28.36	29.76	31.26	32.82	34.47	36.19	38.00
77	27.67	29.07	30.52	32.04	33.64	35.33	37.10	38.94
78	28.36	29.76	31.26	32.82	34.47	36.19	38.00	39.90

- STEP F: Requires ten (10) years of service with the District. (Employees must be on Step E in order to advance to Step F.)
- STEP G: Requires fifteen (15) years of service with the District. (Employees must be on Step F in order to advance to Step G.)
- STEP H: Requires twenty (20) years of service with the District. (Employees must be on Step G in order to advance to Step H.)

19-4 The parties agree to establish a Joint Classification and Reclassification Task Force ("Task Force") and to select a consultant with expertise in classification systems to support the Task Force in its work.

19-4-1 Classification is the initial placement of a support staff position on the Support Staff Salary Schedule.

19-4-2 Reclassification is the movement of a support staff position and support staff employees assigned to the position on the Support Staff Salary Schedule based on significant changes in the duties and responsibilities from the duties and responsibilities of the position as identified in the job description for which the support staff employee was hired.

19-4-3 Task Force membership will be made up of nine (9) members from each of the parties:

19-4-3-1 District: Associate Superintendent, Human Resources Division; Executive Director, Support Staff Services; and seven (7) administrators representing school and non-school based functions.

19-4-3-2 ESEA: President, ESEA; Executive Director, ESEA; and seven (7) ESEA members representing seven (7) different job families

19-5 The Task Force will:

19-5-1 Develop an objective criteria for determining the priority order for implementation of recommended reclassification.

19-5-2 Examine and evaluate the current position reclassification system.

19-5-3 If appropriate, develop recommendations for changes needed to improve the current position reclassification system.

19-5-4 If appropriate, investigate alternative classification systems available for purchase or develop a system unique to the District.

19-6 The Classification and Reclassification Task Force will complete the project set forth in Article 19-4 above no later than January 30, 2005. The system will be submitted in relevant part to the ESEA Board and then to the Board of School Trustees as a proposed regulation amendment. The parties will ensure that information concerning the completed project is disseminated to all Employees of the bargaining unit.

19-7 If the 2005 Nevada Legislature appropriates additional monies for salaries which represent an increase of at least two percent (2 %) for each of the years of the biennium, the parties will apply funds equal to two-tenths of one percent (.2%) from each year of the biennium to reclassification of positions in the priority order for implementation as established under Article 19-5-1 above. The District will appropriate a total of \$1.2 million to reclassification of

positions in the priority order for implementation as established under Article 19-5-1 above. The funds will be applied to the 2005-2006 school year.

19-8 Longevity Stipends

19-8-1	25th and 26th years	\$ 500
19-8-2	27th and 28th years	750
19-8-3	29th +	1,000

19-8-4 Longevity stipend(s) will be paid in full only when the Employee completes the work assignment. Employees who work less than a full Work Year with the district will have the amount prorated for actual time worked.

19-8-5 PERS will be paid by the District on longevity stipends.

19-9 Except in case of Emergency, Employees will receive pay checks by the end of their regularly scheduled shift on established pay days.

**ARTICLE 20**  
**Group Health Insurance**

20-1 The CCSD Health and Welfare Insurance Program for ESEA employees ("CCSD Program") is hereby established, effective September 15, 2001, to replace the ESEA Health and Welfare Benefit Trust. Its minimum benefits are in part as set forth in the February 23, 2001, "HPN Plan" (District Arbitration Exhibit 2).

20-1-1 Effective July 1, 2000, the District contribution for employee insurance is raised from \$248.22 to \$251.17, plus an additional \$16.17 in "soft money," for a total contribution in the amount of \$267.34 per month on behalf of each participating employee for the period of July 1, 2000, through June 30, 2001.

20-1-2 Effective July 1, 2001, the "soft" contribution ceases and retroactive to January 1, 2001, an additional "hard" contribution in the amount of \$7.92 will bring the District's contribution to \$259.09.

20-1-3 The foregoing District contributions are implemented as follows:

20-1-3-1 For the period July 1, 2000 to June 30, 2001, the District has paid to the ESEA Trust \$248.22 per participating employee.

20-1-3-2 For the period July 1, 2000 to March 31, 2001, pursuant to an Interim Order, the District paid \$1,503,065 to implement this offer.

20-1-3-3 For the period of April 1, 2001 to June 30, 2001, pursuant to an Interim Order, the District has paid \$501,211 to implement this offer.

20-1-3-4 For the period July 1, 2001 to September 15, 2001, the District shall pay monthly to the ESEA Trust at the rate of \$259.09 per participating employee.

20-1-3-5 Payments made pursuant to the Interim Orders are subject to adjustment based upon the actual employee participant count. The final adjustments will be agreed upon by the CCSD and the ESEA.

20-2 In addition to contributing toward the cost of the plan, the School District agrees to provide payroll deduction for additional premiums and to provide such reasonable record keeping and verification of employment as may be required by the insurance carrier.

20-3 CCSD Program shall take effect for employee coverage September 15, 2001, with payments no greater than the \$259.09 per participating employee. Within said payments, not exceeding \$259.09 per participating employee, the CCSD program includes three insurance benefit plan options from which the employees may choose.

20-3-1 Plan One. Plan One is the Health Plan of Nevada ("HPN") HPN 20 "straight HMO." The employee contribution will be less than that currently provided by the ESEA Trust self-funded PPO plan.

Plan Two. Plan Two is a "modified" Bronze 15 Point of Service Plan offered by HPN. It will closely match the ESEA Trust self-funded PPO but will provide three tiers of flexibility. This "Point of Service Plan" permits participants to select HMO, PPO or Managed Care Indemnity Benefits. The employee contribution will be equal to the current contribution requirements for the self-funded PPO Plan under the ESEA Trust.

Plan Three. Plan Three is a "Premier" point of Service Plan with greater benefits than are currently available under either of the two plan options with the ESEA Trust. This plan requires greater contributions from participants who select it.

20-3-2 Within said payments, not exceeding \$259.09 per participating employee, the CCSD Program shall also provide the following ancillary insurance benefits.

Dental. Effective September 15, 2001, the medical benefits package in the CCSD Program includes voluntary dental benefits.

Vision. Effective September 15, 2001, vision benefits will be provided through the Vision Secure Plan or comparable provider.

Long-Term Disability. Effective September 15, 2001, the District will secure long-term disability benefits that are as good or better than those provided through the ESEA Trust.

Life Insurance. Effective September 15, 2001, the District will provide the same level of life insurance benefits that ESEA bargaining unit members received (\$40,000) through Metropolitan Life or a comparable provider.

Short-Term Disability. This voluntary benefit will be effective September 15, 2001. This voluntary benefit will provide coverage as may be available, as good or better than that provided under the ESEA Trust.

20-3-3 Retirees. The District will, through HPN, assure that retirees who were enrolled in the Trust on July 31, 2001, and employees who retire thereafter shall have the opportunity to enroll in either the HPN HMO Plan or the HPN Senior Dimensions Medicare Risk Plan (for Medicare eligible) formerly offered to ESEA bargaining unit members.

20-4 Additional Provisions

20-4-1 Employee Participation in Appeals Process. All fully insured carriers doing business in the State of Nevada are required to provide members with a dispute resolution process. The HPN plans provide all covered employees with several

levels of appeal to resolve disputes. The CCSD Program requires HPN to include an ESEA covered employee, to be selected by the District after consultation with ESEA, as a member of the HPN Grievance Review Committee.

- 20-4-2 Assistance to ESEA Trust to Resolve Provider Claims. The District shall secure a commitment from HPN to use its best efforts to work with representatives of the ESEA Trust, and to help the Trust resolve claims with those providers who have provided services under the ESEA self-funded plan and have yet to be paid.
- 20-5 The parties shall form a Joint Insurance Advisory Committee having a minimum of six members, half of whom shall be appointed by each party. The Committee shall consider insurance proposals submitted to it for an insurance benefits package. The goal of the Committee shall be to make a recommendation to the Deputy Superintendent-CFO. If a joint recommendation is not reached, then each party may submit a recommendation or recommendations from which the Deputy Superintendent-CFO may select. Nothing in this provision shall be interpreted as a waiver of mandatory bargaining over the subject of insurance following the expiration of the new collective bargaining agreement, but consistent with legal notice obligations for the school year 2005-2006.
- 20-5-1 Effective September 15, 2003, the maximum CCSD contribution will increase, if necessary, to an amount not greater than \$286.87.
- 20-5-3 Effective July 1, 2004, the CCSD will contribute the amount of \$362.00 per employee per month for the insurance benefits package.
- 20-5-3 Funds remaining from the \$839,193 Controlled Disbursement Agreement, in the amount of \$350,000, shall be used to resolve remaining medical claims and to reimburse employees who paid claims to providers that should have been paid by the old Health Trust. Any funds remaining from this amount shall be forwarded to CCSD on August 15, 2003. The balance in bank account #0000097359 at the Silver State Credit Union, less \$350,000, shall be forwarded to CCSD on June 25, 2003.
- 20-5-4 Funds remaining (anticipated to be between \$1.1 - \$1.2 million) from the total SB587 health grant allocations of \$2,945,420 (account #0000097359) for unexpected health expenditures between July 1, 2001 and September 15, 2001 will be reimbursed to the District by June 30, 2003. ESEA will be liable for documentation supporting the State-required eligible use of the expended health insurance grant allocations. ESEA agrees to defend and hold harmless the District, its employees and agents, for any and all claims, demands, loss, and liability costs, asserted by third parties, for expenses of any nature, to include attorneys' fees, arising from or connected with or attributed to the Trust and its operation.

**ARTICLE 21**  
**Work Day**

- 21-1 Employees of the School District shall not be permitted to leave their work location during the work day except during their non-paid lunch break unless permission is given by the Appropriate Administrator or designee.
- 21-2 Employees may leave the work location during the work day to conduct personal business or for doctor and/or dental appointments. With prior approval of the Appropriate Administrator or designee, time away from work shall be selected by the Employee and shall be charged appropriately to earned annual leave, earned personal leave, or earned sick leave. Sick



leave shall be used only as necessary and for appropriate reasons. In the event earned annual leave, earned sick leave, or earned personal leave is not available, time away from the work location will be taken without pay.

- 21-3 Employees given permission by their Immediate Supervisor or Appropriate Administrator to attend Association meetings, which are conducted during their workday must make up the time away from the job. Make-up time may be scheduled during the current week by mutual agreement of the Employee and the Immediate Supervisor or Appropriate Administrator. If not mutually agreed, the make-up time will, at the Employee's election, be charged to earned annual leave or earned personal leave.
- 21-4 No Employee covered by this Agreement will be permitted by the Immediate Supervisor or Appropriate Administrator to attend more than eight (8) association meetings (up to two {2} hours per meeting) a year which are scheduled during the Employee's work day. The time permitted to attend association meetings will be non-paid and will have to be made up by the Employee on the same workday, and the Association meetings will not begin prior to 4:30 P.M.
- 21-5 A 15-minute paid break will be provided during each four (4) hours of work. This does not preclude the Employee's immediate supervisor or appropriate administrator from scheduling breaks so as to ensure coverage and/or completion of a task or prior to the conclusion of the Employee's work day.

## **ARTICLE 22**

### **Use of Facilities**

- 22-1 The Association shall have the use of school mailboxes. Copies of all materials shall be given to the Appropriate Administrator. The material will be clearly identified and the Association accepts the liability for such material and therefore agrees to hold the District, its employees and agents, harmless from all claims, demands, losses, liability, cost or expenses of any nature, to include attorney's fees, arising from the distribution of association material. The foregoing "hold harmless" clause shall not apply to grievances between the Association and the District. If the use extended herein is misused by the Association, or any of its designated representatives, it may be immediately revoked by the Superintendent. District support staff Employees shall be permitted use of school district mail services for district-related business.
- 22-2 Space will be provided for Association use on existing bulletin boards at all work locations. The Association will have the right to place responsible materials on the bulletin boards. All notices which appear on the Association's bulletin boards shall be approved by the highest ranking Association official in the bargaining unit and shall relate to items of interest to the members.
- 22-3 It is understood that no material shall be posted on the association bulletin boards at any time which contain personal attacks upon any other member or any other Employee; scandalous, scurrilous, or derogatory attacks upon the administration or members of the Board of School Trustees; or attacks on any other recognized bargaining agent. The use of school facilities permitted above shall not include any use to campaign in any manner, either directly or indirectly, for or against School District representatives or school trustees, or to campaign on behalf of any activity by the Association or any of its representatives relating to the collective bargaining process. Such use of the bulletin boards shall be subject to the same conditions set forth in Section 22-1 above for the use of the school mail service.
- 22-4 From the effective date of this Agreement to its termination the Association will be allowed the use of school buildings and premises for association meetings and activities on regular

School Days as long as arrangements have been made with the Appropriate Administrator for the building. Such activities will not conflict with any regular or special educational activities and where such use shall not involve additional or extra custodial services and/or other unusual expenses to the School District. Use of buildings on other than School Days requires the approval of the Superintendent in addition to the Appropriate Administrator. Any added expense resulting from the Association's use will be paid by the Association. Individual Employees will not be prohibited from the responsible use of the school facilities.

- 22-5 School facilities and/or district property will not be used for the personal convenience or profit of Employees.
- 22-6 If the privileges extended herein are misused by the Association or any of its designated representatives, they may be immediately revoked by the Superintendent and that determination shall be grievable at Step 2 of the Grievance and Arbitration Procedure.
- 22-7 Lounges are for the use of all district Employees.
- 22-8 Employees are discouraged from maintaining personal property on School District premises. The School District's obligation to indemnify an Employee's loss is limited to perils (fire, lightning, explosion, windstorm, hail, smoke, vandalism, theft and water damage) covered under the District's excess insurance policies, subject to the conditions set forth therein, site aggregates, applicable personal property insurance, and the following:
- 22-8-1 Personal property for which loss is claimed must be used for essential tasks to support the Employee's direct scope of work and must be listed in the declaration required in (22-8-2) below. Property (personal effects) necessarily worn or carried (e.g., eyeglasses, hearing aids, jewelry, dentures, clothing) is to be exclusively covered by the Employee's personal insurance as a non-business item, and should not be included on the declaration.
- 22-8-2 An Employee must receive supervisor authorization and maintain a declaration form itemizing personal items and corresponding business use in order to activate indemnification up to \$1,000 (replacement cost) per Employee occurrence.
- 22-8-3 Personal property declaration must be provided by the Employee to supervisors at least semi-annually; or more often as stipulated by site administrators.
- 22-8-4 Items not declared will be considered as non-business in their use and District indemnification will be limited to the Employee's personal insurance deductible up to \$250.
- 22-8-5 In any event, Employees must submit a sworn statement to the School District within sixty (60) calendar days in order to receive indemnification. Claim procedures outlined by the declaration form in (22-8-2) will apply.
- 22-8-6 The maximum School District indemnification for any one Employee occurrence will be \$1,250, including both the \$1,000 limitation in (22-8-2) and the \$250 limitation in (22-8-4) in the event both declared and undeclared are lost.
- 22-8-7 Losses attributed to wear and tear, gradual deterioration, latent defect, misuse, mishandling, abuse, mysterious/unexplained disappearance will not be considered, regardless of personal insurance applicability.
- 22-8-8 For purposes of this Article, personal automobiles will not be considered as personal property.

**ARTICLE 23**  
**Education Support Advisory Committee(s)**

- 23-1 Advisory committee(s) may be established where Employees desire such committee(s).
- 23-2 The Appropriate Administrator and the committee(s) will meet at the request of either party to discuss department/school operations. Although they may discuss matters covered by the Agreement, they may not take any action contrary to the Agreement. All grievances are to be handled in the manner set forth in Article 4.
- 23-3 The number of Employees who will serve on the committee(s) and the functions will be determined by the Appropriate Administrator and the committee(s), once they are organized.
- 23-4 If a majority of the Employees desire to form such advisory committee(s), a selection of the members will be made by October 1 and may take place during orientation days or at other times that do not interfere with the Employee's work day.
- 23-5 The primary purpose of the advisory committee(s) is:
- 23-5-1 Advisory to the Appropriate Administrator.
  - 23-5-2 Improve the morale of the department/school staff.
  - 23-5-3 Apprise the Appropriate Administrator of actual or potential problems involving the department/school staff.
  - 23-5-4 Improve communications between the Appropriate Administrator, Immediate Supervisor, and staff.
  - 23-5-5 Secure maximum productive and constructive involvement of all members in their primary goal, which is the educational process of the School District.
- 23-6 Education Support Advisory Committee to the Superintendent:
- 23-6-1 The Superintendent and the Education Support Advisory Committee will meet four (4) times a year.
  - 23-6-2 The Education Support Advisory Committee will be comprised of the Association president, three (3) association members, and the Association's executive director.
  - 23-6-3 The purpose of the Education Support Advisory Committee shall be to improve the morale of the education support school Employees throughout the District, and to improve communications throughout the District and throughout the community.
  - 23-6-4 The Education Support Advisory Committee may not take action contrary to the provisions of the negotiated agreement. Pending grievances, once filed, may not be discussed or acted upon but may only be handled in accordance with Article 4 of the negotiated agreement.

**ARTICLE 24**  
**Employee Personnel Files**

- 24-1 It is recognized by the parties that the School District may prescribe regulations for the custody, use and preservation of the records, papers, books, documents and property pertaining to the School District. However, to the extent that any records, papers, or other

documents covering Employees of the Association do not relate to pre-employment data, every Employee shall be allowed to review the personnel file at any reasonable time upon request. No Employee's request shall be deferred for more than seven (7) School Days for a central office file and no more than two (2) School Days for a site location file excluding weekends and holidays. If any Employee is involved in a grievance regarding matters in the personnel file which may be material, an Association officer or other Association Representative with the written approval of the Employee may also be granted access to the Employee's personnel file at reasonable times where such access is authorized in advance by the Employee. The District shall provide copies of all legally permissible information pertinent to the grievance.

- 24-2 A copy of each written report, comment, or reprimand concerning an Employee which the School District places in the Employee's personnel file shall be provided that Employee. The Employee must sign the personnel copy of the report, comment, or reprimand as directed as acknowledgment of receipt of a copy of the document. Such signature may not be construed as agreement to the contents of the document. Upon request, an Employee shall be provided, at the prevailing rate per page, a reproduction of any material, excluding any pre-employment documents, in the Employee's file. Unless requested by the Association, such a request may not be made more than one time per year.
- 24-3 Any written response by the Employee to any written report, comment, or reprimand will also become a part of the Employee's personnel file and will remain a part of said file as long as the report, comment, or reprimand responded to remains a part of the file. In order to insure that the response is not inadvertently overlooked, the Employee will note under his or her signature on the report, comment, or reprimand at the time the response is delivered that a response has been made and the document will be countersigned by the receiving administrator and shall be attached to the supervisor's document. If an Employee desires to make a written response to any written report, comment, or reprimand issued by the Immediate Supervisor or Appropriate Administrator, the Employee's response must be made within twenty (20) days. Upon written request of the Employee, a waiver of the time limits by the Appropriate Administrator, not to exceed twenty (20) days, may be granted, which will not be unreasonably withheld. When a copy of the Immediate Supervisor's or Appropriate Administrator's written document is forwarded to any other location, a copy of the Employee's written response must be attached.
- 24-4 Upon review of the personnel file, an Employee may respond to documents, comments, or reprimands contained therein that the Employee believes to be inaccurate. The Employee's response shall be directed to the Superintendent's designee. If upon investigation by the Superintendent's designee it is determined that the Employee's response is accurate, the response shall become part of the Employee's personnel file or the comment, document, or reprimand in question may be removed by the Superintendent's designee. The determination as to whether the Employee response is accurate and whether said response shall become part of the Employee's personnel file or the comment, document, or reprimand in question shall be removed are determinations that shall be grievable. The Performance Evaluation Report shall remain a permanent part of the Employee's personnel file. If it is determined that the information contained within the evaluation is not substantiated as factual, the District shall replace the evaluation with a corrected copy.
- 24-5 It is the School District's intention that work rules, policies, and procedures are to be interpreted and applied uniformly to all Employees under similar circumstances.

**ARTICLE 25**  
**Surplus Reassignment and/or Reduction-in-Force**

25-1 The School District retains the right to determine when a reduction in force/layoff is necessary, the number of individuals whose employment must be terminated, and the areas within which such reductions in force will occur.

25-2 Subject to the determinations set forth in 25-1 above, the School District agrees to the following:

25-2-1 Employees who resign or who volunteer to leave from the area or areas affected by the reduction in force will be the first to be reduced in force.

25-2-2 The appropriate administrator will identify all vacant positions and identify and notify all surplus Employees by May 1 or as soon as practical after it has been determined by the District that a surplus reassignment or a reduction of staff is necessary. Those Employees with the least seniority in affected positions will be the first to be identified as surplus Employees. Employees identified as surplus will be placed in a surplus pool based on their current position (hours and months included). Identified surplus Employees will meet on the third Friday in May or on a date determined by the District when the reduction or reassignment is not based strictly on spring staffing formulas in one central location to select from all available positions for which they are qualified at lateral or lower pay ranges in order of district-wide seniority.

At a surplus meeting, the Employee impacted as a result of a surplus or Reduction-in-Force (RIF) may:

(a) Select an authorized, lateral, vacant position and will have, from the effective date of the surplus reassignment or RIF, a one (1) year right to return to the position eliminated as a result of the surplus reassignment or RIF. If the Employee declines an authorized, lateral, vacant position for which the Employee is qualified and eligible for placement in the appropriate qualified selection pool, the Employee has, in effect, resigned from the Clark County School District on the effective date for the surplus reassignment or RIF. If the Employee declines an authorized, lateral, vacant position, the Employee may seek a voluntary transfer prior to the effective date of resignation but will have no other rights as provided by this Article.

(b) Select an authorized, vacant position at a lower range and will have from the effective date for the surplus reassignment or RIF, a two (2) year right to return to the position eliminated of lateral or lower range (to the position eliminated by surplus reassignment or RIF) within the job family. The Employee may exercise this right to return only one time during the two years. It is the responsibility of the Employee to notify Support Staff Personnel of the desire to exercise this right to return before an advertised position for which the Employee is qualified and eligible to select, closes.

25-2-3 Surplus Employees who are not afforded the opportunity of choosing an available vacant position for which they are qualified at a lateral range or lower on the third Friday in May, for purposes of spring staffing, will meet prior to the end of the second week in August, or on another date, as appropriate or necessary, to select from positions which have become available prior to the determination by the District that a Reduction-in-Force may be necessary.

25-2-4 In situations where positions become available after a surplus meeting, and where a list of surplus Employees exists, and where not filling the positions prior to the next meeting, if to be scheduled, would negatively impact the work place, the District shall within five (5) working days contact, offer, and assign a surplus Employee to the position.

Positions which may become available for which there are unassigned surplus Employees will not be advertised until surplus Employees have been placed.

25-2-5 Surplus Employees who, at a surplus meeting, are not afforded the opportunity of choosing an available position due to the unavailability of positions for which the Employee is qualified at a lateral range or lower, will be assigned to a position as it becomes available based on district-wide seniority. Surplus Employees to be reassigned due to spring/fall staffing will have until the last Friday in October to be placed in a position, to reduce a less senior Employee, or be reduced-in-force.

25-2-6 Unassigned surplus Employees from spring/fall staffing shall return to their same work location, unless temporarily assigned elsewhere, in a working status and on the payroll until the last Friday in October.

25-2-7 When no surplus reassignment selection is possible, the District may determine that a Reduction-in-Force (RIF) be initiated. When this occurs, it is the Employee's responsibility to establish eligibility for placement in an appropriate qualified selection pool. Whenever possible, a twenty (20) School Day notification to an Employee/Employees who may be impacted by a RIF will occur. In the event that a RIF is initiated by the District, the Employee to be reduced-in-force will be the least senior Employee by district-wide seniority (adjusted hire date) within the District or a volunteer in the position identified to be eliminated as the result of the RIF. A RIF may/will result in an Employee being placed in a position at a lower range, month and hours, or being terminated from the District.

25-2-8 District-wide seniority shall be based on the Employee's adjusted hire date. The adjusted hire date shall be determined by subtracting time not spent in regular active service from the original date of hire or from the most recently adjusted hire date.

The president and vice-president are exempt from layoff during their elected term of office.

25-2-9 As a result of the federal legislation, "No Child Left Behind," and its impact on paraprofessionals assigned to Title I schools, the parties agree to the following:

(a) Any Title I paraprofessional employed prior to January 8, 2002 and required to meet the highly qualified standards of NCLB and who does not wish to meet those standards may volunteer to be surplus during May, 2004. Any such volunteer shall retain the rights under Article 25 of the Negotiated Agreement.

(b) Any Title I paraprofessional employed prior to January 8, 2002 and required to meet the highly qualified standards of NCLB who has not by May 1, 2005 acquired at least thirty-six (36) credits or passed the test to demonstrate highly qualified status shall be surplus during May, 2005. Such Employee shall retain the rights under Article 25 of the Negotiated Agreement.

25-2-10 When efforts to reassign a surplus Employee have been unsuccessful and the District determines that a Reduction-in-Force (RIF) is necessary, the following procedures will be followed:

- (a) When no authorized, vacant, lateral or lower range position is available for an Employee whose position has been eliminated and for which the Employee is —qualified and eligible, then the Employee whose position has been eliminated will replace (bump) the Employee who is least senior by district-wide seniority (adjusted hire date) in the position(s) for which the Employee whose position has been eliminated is qualified and eligible within the Employee's job family .

When an Employee who is affected by a RIF must replace an Employee with less seniority, the Employee who is finally reduced-in-force (RIF'd) will be the least senior Employee within the job family among the job or jobs for which the Employee who is reducing-in-force is qualified and eligible for placement in an appropriate qualified selection pool.

- (b) Placement of an Employee identified for Reduction-in-Force will be by district-wide seniority (adjusted hire date) in a position for which the Employee whose position has been eliminated is qualified and eligible for placement in an appropriate qualified selection pool at the current entitled range, months, and hours within the Employee's job family. If placement is not possible at the Employee's current entitled range, months, and hours, placement at the next lowest range within the Employee's job family will be attempted. This will continue until the Employee whose position has been eliminated is assigned to a position for which the Employee meets the qualifications of the published job description (in the Employee's job family) and is eligible for placement in an appropriate qualified selection pool or is terminated from the District. These procedures may/will result in one Employee replacing (bumping) a less senior Employee in the job family at a lateral or lower range and also one or more Employee(s) being terminated from the District.
- (c) When a RIF is initiated and an authorized vacancy occurs in the position previously held, the Employee whose position was eliminated or who was bumped will have a two- (2) year (from the effective date) right to return to the position which was eliminated and previously held. This right to return may only be exercised once. It is the responsibility of the Employee to notify Support Staff Personnel of the desire to exercise this right to return before an advertised position, for which the Employee is qualified, closes.
- (d) An Employee displaced during a RIF will have his/her original pay "protected" for 20 School Days from the original date of notification of a possible RIF.

25-2-11 When no position is available at a lateral or lower range within the job family, an Employee whose position was eliminated as a result of a Reduction-in-Force may select an authorized vacant position at a lateral or lower range within the District for which the Employee is qualified and eligible for placement in an appropriate qualified selection pool.

If no position is available for which the Employee is qualified and eligible and the Employee is terminated from the District, the Employee will have a two- (2) year right to return to the position eliminated (previously held) or a vacancy (lateral to or at a lower range to the position held before the Employee's RIF) for which the Employee is qualified and on an appropriate qualified selection pool. This right to

return may only be exercised once. It is the responsibility of the Employee to notify the Appropriate Administrator, Support Staff Personnel, of the desire to return before an advertised position, for which the Employee is qualified, closes.

- 25-2-12 An Employee who is assigned to a vacant position or who accepts a position as part of a surplus reassignment or Reduction-in-Force must meet the qualifications detailed on the published job description.

Regulation 4323 provides for the evaluation of support Employees and is applicable for Employees who may be reassigned or placed as a result of surplus assignment or RIF.

- 25-2-13 A surplus Employee who voluntarily resigns in lieu of surplus reassignment or RIF will, for one (1) year from the effective date, have a right to return to the position which was eliminated as a result of the reassignment or RIF. This right to return will occur after current District Employees and Employees who are terminated as a result of a RIF are reassigned. It is the former Employee's responsibility to notify the Appropriate Administrator, Support Staff Personnel, of the desire to return before an advertised position, for which the Employee is qualified, closes.

An Employee who is placed in a position will be expected to perform the essential job functions of the position where placed.

- 25-2-14 When an Employee whose position is eliminated or who is displaced by a more senior Employee during a RIF seeks and secures a voluntary transfer or promotion and the voluntary transfer or promotion is lateral to or higher in range than the position from which the Employee was originally displaced, the Employee's rights to return under this Article will end.

- 25-2-15 When the use of a temporary Employee will facilitate the placement of an Employee identified for reassignment or RIF, the temporary Employee may be employed according to District regulations.

- 25-2-16 Qualifications for a position are established by the CCSD Job Description Review Committee and representatives from Support Staff Personnel. Qualifications are based upon the knowledge, skills, abilities, training, and/or experiences required by an individual to perform the essential tasks of the position. They do not guarantee that a person with the necessary qualifications will be selected for a position, if advertised, or will be successful once approved for the position. It is the Employee's responsibility to provide necessary documentation, certification, and evidence that the qualifications are met.

Qualifications are listed on each position description, and the most current published position description will be used to determine necessary job tasks and qualifications.

- 25-2-17 The effective date of a surplus reassignment or RIF is that date which has been established by the District, division, or department for the elimination of a position, for a surplus reassignment, or for a Reduction-in-Force. When possible, Employees impacted by a pending surplus reassignment or Reduction-in-Force will be notified at least 20 calendar days prior to implementation.

- 25-2-18 A job family is a cluster of like, similar, or related positions as determined and published in the "Job Family Listing" by Support Staff Personnel.



**ARTICLE 26**  
**Use of Private Vehicles**

26-1 Mileage payments shall be granted education support Employees covered by this Agreement in accordance with the Clark County School District administrative regulation pertaining to "Travel by District Employees."

**ARTICLE 27**  
**Public Employees Retirement System**

27-1 Continuing the provision begun with the Agreement for School Year 1975-76, the School District agrees to pay, beginning with the first day of this Agreement and for the term thereof, the standard Employee and/or employer contribution to social security or the Public Employees Retirement System, for each Employee covered by this Agreement.

27-2 The parties acknowledge that Section 1 of this Article was adopted at the choice of the Association in lieu of an increase in the salary schedule equivalent to the value of Section 1 to each Employee covered by this Agreement.

27-3 In response to action by the 1985 Nevada Legislature in Senate Bill 257 and a mandate from the Public Employees Retirement System, the Employee shall pay one-half (1/2) of the increase of one percent (1%) in retirement contributions and this must be done by reducing the agreed upon salary increase by one-half percent (1/2%).

27-4 Effective July 1, 2003, the negotiated two and three-quarter (2.75%) percent salary increase shall be reduced by three-quarters (.75%) percent to cover the Employees' share of the PERS increase.

**ARTICLE 28**  
**General Savings Clause**

28-1 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 this Agreement is held by a court of competent jurisdiction to be in contravention of any such laws, they will enter into immediate negotiations thereon. The remainder of the Agreement shall remain in full force and effect.

**ARTICLE 29**  
**No Strikes/Work Stoppages**

29-1 It is hereby agreed by the Association that there will be no strikes, stoppages of work or slowdown of the operation of the School District during the term of this Agreement.

**ARTICLE 30**  
**Discrimination Clause**

30-1 The Association agrees that membership in the Association shall be open to all Regular Status Employees of the District regardless of race, color, religion, national origin, sex, marital status, political affiliation, age, or disability. The District will do nothing to discourage or encourage Employees from membership in the Association.

30-2 No person, persons or agencies responsible to the District nor the Association and its officers and members shall discriminate for or against any Employee on the basis of race, religion, color, national origin, sex, disability, marital status, Employee organization or political affiliation, age or for the purposes of evading the spirit of the Agreement. The District and the Association agree to abide by the provisions of applicable federal, state and local laws and executive orders regarding these matters.

30-3 All Employees have a right to work in an environment free of unlawful discrimination, including sexual harassment. Since statutory remedies are available to address these concerns, the resolution of such disputes is outside the grievance and arbitration provision of this Agreement.

### **ARTICLE 31 Work Practices**

31-1 Education support personnel covered by this Agreement and the Association agree not to use any District equipment during working hours that will benefit the Employee personally or in any way benefit the Association.

31-2 Subject to the provisions of the negotiated agreement, no association business or activities shall be conducted during the education support Employee's working hours.

31-3 Parties agree that no education support Employee shall perform work of a personal nature for any administrator or for himself/herself during the Employee's working hours.

31-4 Parties agree that abuses by education support Employees of these prohibitive practices for personal gain and benefit may be grounds for disciplinary action.

31-5 No education support Employee, during the normal duty hours, will perform any work for other officially recognized bargaining agents or bargaining units or other Employee associations or groups.

31-6 The School District agrees to work with the Association in providing for compliance with NRS 391.273.

31-7 It is the School District's intention that work rules, policies, and procedures are to be interpreted and applied uniformly to all Employees under similar circumstances.

### **ARTICLE 32 Progressive Discipline**

32-1 The continued employment of a regular status Employee is contingent upon proper performance of assigned duties and personal fitness. A Regular Status Employee may be suspended, demoted, or dismissed for just cause.

32-2 The District agrees that principles of progressive discipline will be followed. Disciplinary actions may range from informal conversation to formal dismissal. Whenever it is appropriate, an oral warning for the first offense will be utilized. When extraordinary circumstances are involved, an Employee may be suspended immediately, without prior notice or an administrative evidentiary hearing.

32-2-1 Any behavior that results in a rating of not satisfactory on a written evaluation or direction for change shall be called to the Employee's attention in writing within twenty (20) Days after the observation. It is recognized that such written direction

may refer to previously given verbal warning(s) in recognition of the need to preserve the progressive discipline model.

32-3 **Written Reprimand**

- A. In the event that a written reprimand is issued, a copy will be given to the Employee not later than twenty (20) Days from when the Appropriate Administrator became aware of the infraction. A copy shall also be placed in the Employee's personnel file.
- B. The Appropriate Administrator shall meet with the Employee to discuss the reprimand. Pursuant to Article 24-3, the Employee may submit a written response to this document.
- C. Anytime after a period of three (3) years and one (1) day from issuance, a written reprimand issued to an Employee who, within the time granted for improvement, has met the expected standard(s), and who has received no subsequent reprimand(s) for the same or related matter shall, upon the written request of the Employee, be removed from the personnel file. In addition, any time after a period of three (3) years and one (1) day from issuance, any written report, comment or other disciplinary documents, excluding evaluations placed in a support Employee's file, shall be removed upon written request of that support Employee.

32-4 **Suspension of Three Days or Less**

- A. A suspension of three (3) days or less without pay may be made by the Appropriate Administrator or designee.
- B. If a serious offense is witnessed by the suspending authority, the Employee may be suspended immediately after the Employee has been granted an opportunity to explain what occurred to the suspending authority.
- C. If the suspending authority is not a witness to the Employee's alleged misconduct, the Employee shall be given an oral statement of the charge and afforded an opportunity to explain the alleged misconduct at an informal meeting with the suspending authority and those persons necessary to prove cause.
- D. A written report of disciplinary action shall be completed by the suspending authority not later than twenty (20) Days after the Appropriate Administrator became aware of the infraction, signed by the Employee, and transmitted to the Human Resources Division for inclusion in the Employee's personnel file.
- E. Except in extraordinary circumstances, a notice of intended disciplinary action, complying with Section 32-4(D) of this Article, shall be transmitted to the Employee and to the Human Resources Division prior to suspension.

32-5 **Notice of Intent to Suspend for Four or More Days, to Demote or to Dismiss**

- A. Such notice of intended disciplinary action pursuant to this section shall be sent to a regular status Employee by certified mail or shall be delivered in person not later than twenty (20) Days after the Appropriate Administrator became aware of the infraction leading to the Notice of Intent.
- B. The notice shall contain the following information:
  - 1. A statement of the specific charge or charges brought against the Employee.

2. A statement that the Employee has the right to appeal the action as outlined in the grievance procedure of this Agreement.
3. A statement indicating that the Employee shall have the right to:
  - (a) Be assisted or represented by an Association Representative or another representative of the Employee's choice.
  - (b) Present evidence and witnesses.
  - (c) Examine witnesses and compel attendance and testimony of district Employees or receive evidence in the possession of the District pursuant to the Nevada Rules of Civil Procedure.
  - (d) Request that the proceedings be recorded for future transcription.
  - (e) Be informed of the proposed length of suspension, if appropriate.
  - (f) Be informed of the proposed classification to which the Employee may be demoted, the new salary rate, the immediate supervisor or Appropriate Administrator, and the job location, if appropriate.
  - (g) A statement indicating that the Employee's signature does not suggest agreement with the contents of the notification, but merely signifies that the Employee has read the notice.

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**Suspensions of Four Days or More**

- A. A Regular Status Employee may be suspended without pay up to a maximum of ten (10) Days by the administrator in charge of the division or a designated representative.
- B. Except in extraordinary circumstances, a notice of intended disciplinary action, complying with Section 32-5 of this Article, shall be transmitted to the Employee and to the Human Resources Division prior to suspension.
- C. The notice shall be served on the Employee at least the same number of days prior to the administrative evidentiary hearing as the number of days for which the suspension is sought or ten (10) Days, whichever is less.
- D. A suspension shall not be effective until a decision has been reached as a result of an administrative evidentiary hearing.
- E. The Superintendent's designee shall preside at the hearing and shall render a written decision within three (3) Days.
- F. When extraordinary circumstances are involved, the Employee may be suspended immediately without prior notice or an administrative evidentiary hearing.
  - (1) The notice and hearing shall be provided as soon as possible after the suspension has been effected, consistent with this Article.
  - (2) Extraordinary circumstances include but are not limited to acts, which are criminal in nature, which involve the welfare or safety of the staff or the public, or which endanger District property.

- G. Suspensions shall be for consecutive days except by mutual agreement between the Employee and the appropriate administrator.

32-7 **Indefinite Suspension**

- A. The Superintendent's designee may suspend a Regular Status Employee immediately and without pay for an indefinite period pending the outcome of an investigation after reviewing the matter with the Employee, or upon the arrest of an Employee for a felony or for a misdemeanor involving moral turpitude pending resolution of the charge by appropriate authorities.
- B. If further disciplinary action is recommended at the conclusion of the investigation or resolution of charges, the Superintendent's designee may continue the Employee on suspension, pending the proposed action, upon compliance with the notice procedures contained in Article 32-5.

32-8 **Involuntary Demotion**

- A. Prior to the demotion of an Employee, a notice of intended disciplinary action, in compliance with Section 32-5 of this Article, shall be transmitted to the Employee and to the Human Resources Division.
- B. No demotion shall be made as a disciplinary action if an Employee in a lower class will be laid off by reason of the action.
- C. The proposed demotion shall not become effective until the conclusion of the administrative evidentiary hearing conducted by the Superintendent's designated representative.
- D. A written decision of the administrative evidentiary hearing shall be rendered within three (3) Days.
- E. An Employee who is involuntarily demoted as a disciplinary measure shall be placed on the step of the salary range that the Employee would have achieved in the position to which the Employee is demoted.

32-9 **Dismissal**

- A. Prior to dismissal, a notice of proposed disciplinary action, in compliance with Section 32-5 of this Article shall be transmitted to the Employee and to the Human Resources Division.
- B. The Employee may be suspended pending dismissal proceedings.
- C. The Appropriate Administrator will present the dismissal recommendation to the Superintendent's designated representative.
- D. An administrative evidentiary hearing shall be held no sooner than ten (10) calendar days from receipt of the notice to recommend dismissal nor later than thirty (30) calendar days from receipt. The parties may waive these time limits by written agreement.
- E. The Superintendent's designee shall preside at the dismissal hearing and shall consider all evidence as to the facts and circumstances surrounding the allegation contained in the notice of proposed disciplinary action.

- F. A written decision must be issued within five (5) Days of the conclusion of the hearing. It must state the facts and conclusions, which support the decision.

32-10 **Appeal of Disciplinary Actions**

- A. Regular Status Employees may appeal disciplinary actions through the regular grievance procedure outlined in Article 4 of this Agreement.
- B. Suspensions, demotions, or dismissals may be appealed by the Association. Such appeals will begin at Step 2 and be subject to the Expedited Arbitration Procedure (Article 4-18).

**ARTICLE 33  
Special Conditions**

33-1 CLOTHING ALLOWANCE

Any Employee required by the Clark County School District to wear special clothing in performance of his/her duty will receive either special clothing or an allowance determined by the District to purchase clothing that meets the specifications of the District.

33-2 APPLICATION PROCESS FOR SUMMER TEMPORARY ASSIGNMENTS

- 33-2-1 Posting of summer temporary assignments will not begin or end during spring break.
- 33-2-2 Vacancy announcements will include the eligibility criteria and selection process for each position.
- 33-2-3 The District will advertise summer temporary assignments internally before seeking out-of-District applicants. Supervisors will be encouraged to give first consideration for summer temporary job assignments to regular status support staff employees in the relevant job family.

33-3 BUS DRIVER GUARANTEE

Nine- (9) or eleven- (11) month bus drivers are guaranteed at least six (6) hours of work each School Day. If a six- (6) hour Employee is assigned to an extra duty, there will be no additional compensation, unless the length of the additional assignment causes the driver to work more than six- (6) hours. If the assignment causes the driver to work beyond the six (6) hour guarantee, that driver shall be paid at his/her regular rate of pay for the additional time in excess of six (6) hours.

Drivers who have less than a six (6) hour driving assignment will be required to clean their bus or perform other duties within the scope of their normal tasks relating to transportation services within their six- (6) hour assigned work day, effective January 1, 1990.

- 33-3-1 Paid hours for bus drivers who are assigned less than five (5) days per week will be pro-rated at the rate of six (6) hours per day.
- 33-3-2 A summer assignment may be bid by current nine- (9) month and nine- (9) month modified bus drivers provided there is no conflict in the nine- (9) month or the nine- (9) month modified schedules and the summer assignment. Bus drivers successfully bidding for summer assignments shall receive the six- (6) hour

guarantee for four (4) work days during each week of the assignment. If a scheduled driver's service requires a fifth day, a three-hour guarantee will apply.

Summer substitute drivers who are called in shall receive a guaranteed three- (3) hour day. Article 10-1 does not apply to summer substitute drivers.

Eleven- (11) month bus drivers with year round school assignments shall receive the six- (6) hour guarantee during the periods that nine- (9) month schools are unassigned.

33-3-3 A period of one (l) hour or less of waiting time between assigned runs shall be included as paid driving time.

33-4 The District has twenty (20) School Days to adjust regular bus drivers' hours at the beginning of the School Year. If the driving time is reduced after the first twenty (20) School Days, the bus driver paid time as of the twentieth School Day will not be reduced but the Employee will be utilized as indicated in Article 33-3.

This provision does not apply to special education bus drivers.

33-4-1 For the 2003-2004 School Year, the provisions of Article 33-4 shall apply to special education bus drivers. The Transportation Department will report monthly to the parties the changes in drivers' paid time. A committee composed of an equal number of members appointed by the Association and the District will meet no later than the end of January, 2004 to review the data collected. The committee shall, no later than June 30, 2004, make a recommendation to the parties on whether to continue, modify or end the application of Article 33-4 to special education bus drivers. Subject to the approval of the Board of School Trustees and the Association, the recommendation shall become part of the Negotiated Agreement..

33-5 TOOL ALLOWANCE

Automotive mechanics, parts re-builders, mechanic assistants, and automotive painters shall receive a fifty dollar (\$50) per month tool allowance. Automotive mechanic leaders, automotive workers, radiator repairers, and tire inspector/repairers shall receive fifteen dollars (\$15) per month tool allowance.

33-6 REMOTE PAY

Full-time education support Employees assigned to remote or isolated areas as of July 31, 2003 shall receive an incentive allotment in addition to their regular salary. Following are the rates:

Indian Springs	1,200
Goodsprings	1,600
Searchlight	1,600
Spring Mountain	1,200
Moapa Valley	1,200
Virgin Valley	1,200
Sandy Valley	1,600
Laughlin	2,000
Mount Charleston	1,200
Calville Bay (resident only)	1,200

Employees new to these remote or isolated areas on August 1, 2003 and thereafter shall not receive remote pay.

33-6-1 For purpose of this procedure, a full-time Employee is hired to work eight (8) hours per day.

33-6-2 For Employees with less than a full-time assignment, the incentive allotment for remote area pay shall be prorated. Employees who work less than a full School Year will also have the incentive allotment prorated on the basis of actual time worked.

33-6-3 Those Employees at Blue Diamond in 1991 or before shall receive remote pay in the amount of \$1,200 as long as they are employed at Blue Diamond. Employees assigned to Blue Diamond after 1991 shall not receive remote pay.

33-7 Commercial Driver's License (CDL)

The District shall reimburse all renewal fees to Employees who are required to possess a CDL.

33-8 Nine-, ten- and eleven-month Employees may voluntarily designate an amount to be deducted from each paycheck to allow for a reimbursement on the first pay dates of July and August. The deadline for employees to elect to have a deduction is September 30<sup>th</sup>. Employees hired after September 30<sup>th</sup> shall have ten (10) days after being hired to elect to have a deduction. No deduction requests shall be honored after the end of February. Any requests for a refund of deductions prior to the end of the year shall be honored. However, the refund shall end the employee's participation in the deduction program for the remainder of the school year.

33-9 The School District recognizes that staff development is important for all Employee groups, including support staff Employees.

33-10 An Employee may utilize annual leave, personal leave, compensatory time, or a flexible day on those days assigned to work but which may be changed to a non-assigned day at the specific assigned worksite by the District including staff development days. Time available for use is restricted to that time actually assigned as an Employee. Use of such leave must be in accordance with the appropriate provisions of this Agreement. This shall not prevent the District from assigning an Employee to another work location on a day, which has been changed from an assigned day to a non-assigned day. This Article 33-10 also applies to probationary Employees.

33-11 TITLE I PARAPROFESSIONALS

a. A career ladder for Title I paraprofessionals required to meet the standards of NCLB will be maintained with four steps, based upon the State of Nevada standard for highly qualified status.

b. It is recognized that it is the District's intent to provide funds for tuition and books or test fees whenever federal funds are available for such purposes.



**ARTICLE 34**  
**Safety and Health**

- 34-1 The District will provide safe, healthy working conditions for all Employees of the bargaining unit in accordance with applicable safety laws and regulations.
- 34-2 The District will provide first aid supplies and necessary supplies needed for universal precautions in accordance with applicable safety laws and regulations.
- 34-3 Employees shall comply with all District safety regulations and procedures.
- 34-4 Disputes arising under this Article shall be grievable only to the extent that there are no city, county, state, or federal agencies that have jurisdiction over the safety laws in question.
- 34-5 For purposes of this Article, an "incident" is defined as an accident, a "near" accident, or an identified hazard which constitutes a serious threat to the health or safety of an Employee of the District or a student under the control of the District.
- 34-6 The Employee shall report any incident to the Immediate Supervisor as prescribed by the District's Safety Advisory Group.
- 34-7 Four (4) representatives shall be appointed to the District's Safety Advisory Group by the ESEA.
- 34-7-1 The Safety Advisory Group shall seek to improve safety and health practices and procedures district-wide.
- 34-7-2 The Safety Advisory Group shall determine the structure and aims of the Safety Advisory Committees.
- 34-7-3 The Safety Advisory Group shall draft, pilot, and critique an incident reporting system prior to May 1988.
- 34-8 Each incident shall be investigated so that appropriate action can be taken within a reasonable time, not to exceed sixty (60) Days.
- 34-9 The District recognizes that to effectively serve the health care needs of students, health aides are essential in the distribution of prescribed medication or assistance in other health care areas.

Until the allocation of health aides in every school is realized, the District and the Association recognize that all Employees may be asked to assist in this process. One Employee at every worksite may be designated as the primary dispenser of medication.

For the initial placement of health aides and as the allocation of health aides is realized as a result of funding, the Association will provide input to the District.

**ARTICLE 35**  
**Request for Information**

- 35-1 The parties to this Agreement shall make all relevant information available to each other within a reasonable time of its request. If the party has documents containing the information requested, these will be provided. In the event that documents containing the requested information are not available, reasonable access to files containing the needed information shall be permitted. Both parties agree to pay reasonable costs for collecting information.

35-2 Requests for information shall be made in accordance with NRS 288.180.

**ARTICLE 36**  
**Transfer**

36-1 The intent of this Article is to facilitate the transfer of education support Employees as provided in NRS 288 when such transfers are necessary or requested.

36-2 Assignment is defined as the work location for the Employee.

36-3 A voluntary transfer is initiated by the Employee.

36-3-1 All vacancies for support staff positions, including new positions, will be posted within the District for a minimum of two (2) working days.

36-3-2 Posting of vacancies will not begin or end during winter or spring breaks.

36-3-3 Lateral voluntary transfers will be limited to one (1) per school year. Lateral voluntary transfers do not include those transfers which will result in an increase in hours, months or range.

36-3-4 Vacancy announcements will include the eligibility criteria and selection process for each position.

36-3-5 The School District recognizes that it is desirable, when making transfer decisions, to consider the interests and aspirations of its employees. In considering requests for transfers, the relevant administrator may consider among other criteria: previous experience; performance evaluations; service to the District; and related job training

36-4 An involuntary transfer is initiated by the District.

36-5 Involuntary transfers may be initiated due to decline in enrollment, the closing of a school, a change in formula allocation, a change in program, or any other condition that would require reducing the number of education support Employee assigned to a school, work location, or to a program within a school.

36-6 Employees whose assignment requires services to be provided to the district-at-large or at multiple work locations are exempt from the provisions of this Article.

36-7 For purposes of this Article, seniority is defined as the length of service in the current job classification. The Employee at the work site with the least seniority in the job classification to be affected will be identified for involuntary transfer.

36-8 A non-returning position is defined as a job classification at a particular site or within a particular program that must be authorized each School Year.

36-9 Education support Employees shall not be transferred because of the transfer of an administrator or supervisor unless the transfer is voluntary and unless the transfer is to a vacant position.

36-10 No transfer shall be initiated or imposed for disciplinary reasons.

36-11 No change shall take place in the hourly rate of pay of an education support Employee upon transfer unless the transfer is a result of a demotion.

- 36-12 An Employee may initiate a voluntary transfer by contacting the Appropriate Administrator where the advertised vacancy exists.
- 36-13 A request for voluntary transfer will be considered when a vacancy exists in the same job classification.
- 36-14 In the event it is necessary to involuntarily transfer an Employee the following procedure shall be used:
- 36-14-1 The Appropriate Administrator shall review the needs of the school, department, or program.
- 36-14-2 The Employee with the least seniority as defined in Article 36-7 will be transferred.
- 36-14-3 In the event that there is no vacancy available, the provisions of Article 25, Reduction in Force, will apply.
- 36-15 An Employee who serves in a non-returning position is exempt from the provisions of this Article except as otherwise provided.
- 36-16 In instances where a reduction in personnel is necessary, Employees may be transferred voluntarily to a position in the same classification or a similar or related classification at the then current rate of pay for the classified position to which reassigned.
- 36-17 An internal staffing adjustment may be made by reassigning an Employee within a job classification within the District.
- 36-18 An Employee may be reassigned to any work location for up to thirty (30) days in response to temporary requirements for work.
- 36-19 The safety, welfare, and security of students, staff, public, and district property may necessitate a transfer initiated by the District.
- 36-20 Disputes involving the interpretation and implementation of this Article shall be subject to the Expedited Arbitration Procedure (Article 4-18).
- 36-21 A reassignment of an industrially injured Employee as defined in NRS 616 and NRS 617 will not be deemed a transfer or involuntary demotion under this Article.
- 36-22 An occupationally injured Employee returning from a medical leave of absence, and who is able to perform the essential tasks of the position with or without reasonable accommodation he or she held prior to the injury, shall have priority placement to that job. Should the job not be vacant, the Employee will have priority placement to the next available opening for which the Employee is qualified.
- 36-23 The Association will be notified prior to placement of any occupationally injured Employee.

**ARTICLE 37**  
**Term of Agreement**

37-1 This Agreement shall remain in effect until the 30th day of June 2007 and shall continue from year to year thereafter. In the event the parties commence negotiations for a successor agreement, then this Agreement shall remain in full force and effect until such successor agreement is ratified.

Within ten (10) days of the close of the 2005 Nevada Legislature, the parties agree to reopen for negotiations any contract provisions impacted by the Legislature's appropriation of additional monies for salaries and/or benefits.

Anytime after January 1, 2005, either party may also reopen two (2) non-financial articles contained within this agreement. The parties also agree to reopen items as mutually recommended by the parties through the Contract Maintenance Committee.

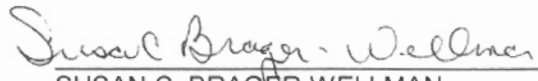
37-2 This Agreement shall immediately terminate in the event recognition is withdrawn and sustained after all avenues of appeal have been exhausted in accordance with NRS.


IN WITNESS WHEREOF, the parties have hereunto set their hands this 15th Day of October, 2003.

BOARD OF SCHOOL TRUSTEES FOR THE CLARK COUNTY SCHOOL DISTRICT

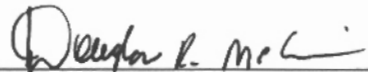
  
SHEILA R. MOULTON  
President

  
CARLOS GARCIA  
Superintendent of Schools

  
SUSAN C. BRAGER-WELLMAN  
Clerk

  
GEORGE ANN RICE  
Chief Negotiator and Associate Superintendent,  
Human Resources Division

EDUCATION SUPPORT EMPLOYEES ASSOCIATION

  
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Executive Director

  
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Vice-President