

AGREEMENT

Between the

EUREKA COUNTY SCHOOL DISTRICT

and the

EUREKA SCHOOLS CLASSIFIED ASSOCIATION

2015 – 2018

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ARTICLE I – RECOGNITION

1-1 The Board of Trustees recognizes the Eureka Schools Classified Association as the exclusive representative for all those regular employees working in non-supervisory, non-administrative classified positions who have completed the six (6) month probationary period. Confidential employees, supervisory employees, administrative employees, and substitute employees are specifically excluded from the bargaining unit. The terms supervisory employee, administrative employee, and confidential employee shall have the definitions provided in NRS 288. (Modified 2012)

ARTICLE II – DUES DEDUCTION

2-1 Upon appropriate written authorization from the employee, the District shall make monthly Association dues deductions from the salary of the employee and make appropriate remittance to the Association.

2-2 No later than September 15 of each year, the Association will provide the District with a list of those employees in positions included in the bargaining unit who have voluntarily authorized the District to deduct Association dues and the amount to be withheld for each employee, along with a copy of the authorization form signed by the employee. Documents authorizing additions to the list of employees for whom deductions will be taken must be delivered to the District not later than the first day of the month in which the first deduction will be taken. For employees employed on the first day of the school year, the total annual deduction for Association dues will be deducted from the employee's paycheck in twenty (20) equal installments. For those employed after the first day of the school year, the deductions will be divided equally among the remaining pay periods in the school year. The amount deducted will be transmitted to the Association in one check following the issuance of the last paycheck each month.

2-3 The District agrees not to honor any check-off authorization executed by any employee in the bargaining unit in favor of any other labor organization attempting to represent employees for purposes of negotiations for wages, hours, working conditions, and other fringe benefits for its members.

Members can withdraw from the Association only from September 1 through September 15 without paying for the whole year.

Employees terminating their employment for any reason or choosing to no longer be a member, except during September 1 through September 15, agree that the District must withhold the remaining yearly dues for the Association and its affiliates, and transmit same promptly.

- 2-4 The Association agrees to indemnify, defend, and hold the District harmless against any and all claims or suits that may arise out of or by reason of action taken by the District in reliance upon any authorization submitted by the Association to the District or in complying with the terms of this Agreement.
- 2-5 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 or mistake.

ARTICLE III – ASSOCIATION RIGHTS

- 3-1 The Association may make reasonable use of the District's mail system, including electronic mail systems, to communicate with individual members of the bargaining unit regarding matters directly related to the Association, its programs, and the negotiation and administration of this collective bargaining agreement. The system shall not be used to distribute internal or external political campaign materials. All use of the District's e-mail systems by the Association shall be subject to the provisions of the District's general policies governing use of such systems.
- 3-2 Association membership shall be at the sole discretion of the employee.
- 3-3 The Association agrees that it will not place notices any place within the District properties, including District electronic systems, with the exception of bulletin boards designated by the District for purposes for posting information regarding the Association, its programs, and the negotiation and administration of this collective bargaining agreement. Use of electronic bulletin boards and Web sites maintained exclusively for District use are specifically not allowed.
- 3-4 Representatives of the Association may conduct Association business at the work sites before and after the work day, during lunch period, and during authorized breaks. The conduct of such business shall be such as not to interfere with the individual employee's duties or the operation of the school facility for educational and community program purposes. Association representatives who are not employees of the District must notify the facility administrator before entering the facility.
- 3-5 In the event the Board of Trustees schedules a regular Board meeting to be held during the work day, i.e., between 7:00 a.m. and 4:00 p.m., the Association President or designee and one (1) member appointed by the President shall be released from duty to attend said meeting(s) without loss of pay or benefits. The District shall notify the Association President at least one (1) week in advance of scheduling a meeting during this time period.

ARTICLE IV – GRIEVANCE AND ARBITRATION PROCEDURE

4-1 Purpose:

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which may arise affecting employees. Both parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure.

4-2 Definitions:

Grievance - A grievance shall be defined as any dispute arising between the parties as to the application/interpretation of the specific terms of this Agreement.

Grievant - A grievant is the employee or employees or the Association making the complaint.

Days - Days shall mean working days rather than calendar days. During summer break, days shall mean calendar days excluding Saturdays, Sundays, and holidays.

4-3 Informal Procedure:

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

4-4 Formal Procedure:

Step 1. Immediate Supervisor Level

If the grievance is to be submitted to this formal procedure, the grievant and/or the Association shall submit the grievance in writing on the form agreed upon between the Association and the District for this purpose. The grievant shall sign such grievance and present it to the immediate supervisor of the grievant. A grievance shall be submitted within thirty (30) days after the event(s) or condition(s) on which the grievance is based or within thirty (30) days of when the event(s) should have been known.

The immediate supervisor shall meet with the grievant and a representative of the Association within ten (10) days of the receipt of the grievance and shall respond in writing to the grievant, the Association, and the Superintendent within ten (10) days of the meeting with the grievant.

In the event the immediate supervisor does not have the authority to adjust the grievance, it may be filed at Step 2 not later than thirty (30) days after the event(s) or condition(s) on which the grievance is based or within thirty (30) days of when the event(s) should have been known.

Step 2. Superintendent Level

If the answer of the immediate supervisor does not satisfactorily resolve the grievance, the grievant and/or the Association may, within ten (10) days after receipt of the written answer from the immediate supervisor, submit the grievance to the Superintendent in writing, including the answer of the immediate supervisor. The written submission to the Superintendent shall state the rationale for the grievant(s) and/or the Association's rejection of the immediate supervisor's response. The Superintendent shall meet with the grievant and his/her Association representative within ten (10) days after receipt of the written grievance. The Superintendent shall, within ten (10) days of the meeting, render his/her decision and the reasons therefore in writing to the grievant and the Association.

Step 3. Board Level

If the answer of the Superintendent does not satisfactorily resolve the grievance, the grievant and the Association may, within ten (10) days after receipt of the written answer from the Superintendent, submit the grievance to the Board in writing. The written submission to the Board shall state the rationale for the grievant(s) and/or the Association's rejection of the Superintendent's response. The Board shall conduct an informal hearing on the grievance within thirty (30) days after receipt of the written grievance and shall issue its written decision with regard to the matter within ten (10) days following the hearing before the Board.

Step 4. Binding Arbitration

If the grievant and the Association are not satisfied with the disposition of the grievance or if no written answer is submitted, the grievant and the Association may appeal the grievance to arbitration by serving written notice to the Board of its intent to arbitrate. Such written notice must be provided within ten (10) days of receipt of the Step 3 written answer or, in the event no answer is provided, within ten (10) days from the date on which the written response from the Board was due. If any questions arise as to arbitrability, such questions will first be ruled upon by the arbitrator selected to hear the dispute.

In the event a grievance is appealed to arbitration as provided in this Article, the District and the Association shall meet within five (5) days and shall jointly select as arbitrator a person who is recognized as experienced, impartial, and competent in hearing disputes similar to that being grieved for school districts. If the parties are unable to reach an agreement at this meeting, either party may request the American Arbitration Association to furnish a list of seven (7) arbitrators who meet the above criteria under its Voluntary Labor Arbitration Rules.

The arbitrator's decision shall be binding and shall be consistent with the law and with the terms of this Agreement. The decision and award in writing

of the arbitrator on the merits of any grievance adjudicated within the arbitrator's jurisdiction and authority as specified in this Agreement shall be final and binding on the grievant, the Association, and the Board. The arbitrator's decision shall set forth his/her findings of fact, reasoning, and decision on the issues submitted.

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

Prior to the scheduled arbitration hearing, the parties may participate in a pre-arbitration conference with a mediator from the Federal Mediation and Conciliation Service to attempt to resolve the dispute.

If the arbitrator finds that the District has discharged an employee without cause and orders reinstatement with back pay, all earnings received by the employee shall be credited against back pay. The employee will provide such evidence regarding the aforementioned terms as is required by the District.

4-5 Rights and Responsibilities of the Grievant and Association:

No reprisals shall be taken by either the grievant, the Association, or the Board or the Board's agents against any participant in the grievance procedure by reason of such participation.

When a grievant is not represented by the Association, the Association shall have the right and reasonable opportunity to be present at any meeting/hearing between the grievant, the immediate supervisor, the Superintendent, and/or the Board after the submission of the written signed grievance form.

Except for personnel actions resulting from arbitration or settlement of a grievance, all documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file.

Failure by the grievant to comply within the timelines allowed in this Article shall be deemed to be a denial of the grievance. If the District fails to respond to a grievance with the timelines allowed, the grievant and the Association may advance the grievance to the next level of this procedure. Timelines for such advancement shall be counted from the final day for the District's response.

Information Request - Upon request, the District will provide the Association information as required by law.

Cost - In the event a bargaining unit member proceeds to arbitration without representation by the Association, the member shall post a bond equal to 50% of the estimated cost of the arbitration and/or court reporter.

ARTICLE V – EMPLOYEE RIGHTS

- 5-1 Just Cause - No employee will be reprimanded (written), suspended or terminated without just cause.
- 5-2 An employee may restrain a pupil when it is essential for self-defense or for the protection of other persons or property or to quell a disturbance threatening physical injury.
- 5-3 The District shall maintain one (1) official general personnel file and one (1) medical records only personnel file in the District office for each employee. Each employee's immediate supervisor may maintain a personnel file at the work site. These files shall be kept under conditions that protect the integrity and safekeeping of the files.
- 5-4 In the event an employee is charged with civil or criminal charges, is cleared of said charges, and the District takes no disciplinary action against the employee, there shall be no documentation or reference to it in the employee's personnel file.
- 5-5 Transfers are subject to the provisions of NRS 391.205(1).
- 5-6 An employee shall be given a copy of all material placed in his/her personnel file and shall date and sign the material being placed in the file. The employee shall have the right to examine his/her personnel file during normal District business hours upon a one (1) day advance request.
- A. Anonymous or unattributed material shall not be placed in a personnel file. An employee may submit a written response to any negative or derogatory material placed in his/her personnel file. Such response shall be of reasonable length and shall be directly responsive to the material placed in the file by the District. This written response shall then be attached to the appropriate file material and placed in the employee's personnel file.
 - B. It is specifically acknowledged that correspondence from benefit providers such as, but not limited to, PERS and insurance providers may be placed in the files without employee signature.
 - C. All material of an accusatory or less severe disciplinary nature placed in an employee's personnel file shall be removed if there have been no further occurrences(s) during a mutually agreed upon time period. The removal of any material documentation from an individual's personnel file is on a case-by-case basis and does not imply the concept of past practice.
 - D. Anything less serious such as a verbal reprimand, which involves disciplinary action, may be removed after one year. The removal of any material documentation from an individual's personnel file is on a case-by-case basis and does not imply the concept of past practice.

- 5-7 In a specific severe disciplinary action, no use may be made of any documents unless there is documentation that the employee has received a copy of the documents before a final decision on the action is made, and the employee has been provided an opportunity to respond.
- 5-8 In instances where there is contact between administrators and a parent regarding a complaint about a problem between a child and an employee, the employee involved shall be notified of the nature of the complaint/problem and any proposed action to be taken within fifteen (15) days following a determination by the District that the complaint/problem may become the basis for a negative employee evaluation, a direction for change, or a disciplinary action.
- 5-9 Any observation that results in an “unsatisfactory” written evaluation shall be called to the employee's attention, in writing, within fifteen (15) days after the observation. (Modified 2001)
- 5-10 An employee has the right to have a representative present in a meeting with the District administrator when the employee has reasonable expectation that the meeting will result in disciplinary action. Whenever an employee is called before an administrator for the purpose of notifying the employee that a specific disciplinary action is being proposed by the District, the administrator will notify the employee of the purpose of such meeting, and the employee is entitled to have a representative of the Association present.
- 5-11 The District agrees to be guided by the principle of progressive discipline. Discipline is defined to include verbal and written reprimands, suspensions, demotions, and terminations. The principle of progressive discipline shall be construed to allow the District to apply any reasonable level of discipline based upon the employee's actions and the employee's history of job-related performance and behavior. Nothing in this Article shall be considered to restrict the right of the District to communicate with employees regarding job performance and on-the-job behavior.

ARTICLE VI – SAFETY

- 6-1 An employee, believing any working condition is unsafe, shall immediately notify his/her immediate supervisor.
- 6-2 An employee will not be required to perform any duty or act which threatens the employee's physical safety.

ARTICLE VII – SENIORITY, REDUCTION IN FORCE, RECALL

- 7-1 Seniority shall be an employee's length of continuous service in paid status in his/her current job class since the most recent date of his/her employment. Time served as a substitute does not count toward seniority. An employee's date of employment shall be adjusted by the number of scheduled work days on which the employee was on unpaid leave of absence when the leave of absence exceeds one (1) week. (Modified 2015)
- 7-2 The seniority list shall be brought up to date in October of each school year and within thirty (30) days of any personnel action. The employee with the greatest seniority listed first. Employees shall be listed on the seniority list for all job classes in which the employee has worked since his/her most recent date of employment by the District. Seniority in a job class will only be the time actually employed in that job class. Seniority in a job class from which an employee transfers shall continue to accrue. (Note: If a voluntary transfer occurs, the employee must work a minimum of three (3) months in the job class from which the employee is transferred in order for seniority to continue to accrue in the former job classification. Copies of the list shall be provided to the Association and posted at each work site. (Modified 2006)
- 7-3 Definitions:
- Reduction in force (RIF) shall mean the discontinuance of employment (layoff) of a bargaining unit member because of lack of work or lack of funds, or as a result of restructuring of programs or the means of program delivery.
- For purposes of this Article, promotion shall be defined as movement to a different job class assigned to a higher salary range.
- For purposes of this Article, transfer shall be defined as movement to a different job class. (Modified 2002)
- 7-4 In the event it becomes necessary to lay off employees for any reason, employees shall be laid off based on seniority. The lowest ranked employee(s) in the applicable job class(es) shall be terminated in order to achieve the required reduction in force. The District may vary from seniority order of layoff when it can show that ability and/or qualifications of an employee with less seniority in a class are necessary for the District to maintain programs in a cost effective manner.
- If two (2) employees have equal seniority, the District shall consider job-related factors such as an employee's job knowledge, skill, and ability to do the required work; previous work experience including the ability to perform other jobs which the employee may be called upon to perform as a result of the reduction in force; attendance, safety, and disciplinary records; work performance with the District; and efficiency of operations in determining which employees shall be retained.

In the event of a disagreement between the employee affected or the Association and the District regarding the application of variance from seniority order or the application of tie breaking procedures, the parties shall employ the services of the Federal Mediation and Conciliation Service to resolve the dispute. In the event the parties cannot agree to resolve their differences through mediation, the final recommendation of the mediator shall be implemented.

In the event a position/job is eliminated for reasons specified in this Article and the employee is not least senior in that job classification, said employee shall have the right to first "bump" the least senior employee in that job classification or a job classification in which s/he retains seniority within his/her attendance area. Should there be no position for which "bumping" applies within the attendance area, then s/he may exercise the right to "bump" outside the attendance area. Attendance areas in Eureka County are (1) Eureka township schools and (2) Crescent Valley schools as set forth in Appendix A.

- 7-5 An employee who is to be laid off shall receive at least one (1) month notice.
- 7-6 The District agrees to consult with the Association prior to a reduction in force. The District shall not be required to delay implementation of layoffs which are planned to address lack of funds for such consultation.
- 7-7 Prior to implementation of a reduction in force pursuant to this Article, the District will provide an opportunity for the employees to voluntarily be reduced in force under the terms of this Article.
- 7-8 The District shall establish a recall list of laid off employees. An employee who has been laid off shall be placed on a recall list for a period of one (1) calendar year from the effective date of the layoff. An employee who is on a current layoff list shall be informed of vacancy announcements for positions in the bargaining unit by mailing of a job announcement to the employee's address on file with the District. It shall be the employee's responsibility to keep the District advised of his/her current address.
- 7-9 An employee must respond to any recall notice within ten (10) days of mailing of the notice to the employee's current address on file with the District and must report to work within fifteen (15) days of mailing of the recall notice, unless a longer time period is agreed to by the District.
- 7-10 Laid off employees who are from a current recall list shall be recalled in the reverse order of layoff (the most recently laid off employee first) to vacant positions in their job classification.
- 7-11 Employees re-employed from a current recall list shall retain their seniority, wage step, and all other benefits accumulated prior to layoff.

ARTICLE VIII – TRANSFER AND REASSIGNMENT

8-1 Definitions:

In-house transfer shall mean a reassignment within the same school/department and job family initiated by the employee or the administration. (Modified 2006)

Voluntary transfer refers to a change in job assignment from one school to another that is initiated by the employee.

Involuntary transfer refers to a District initiated change in assignment, either within the same school, within the same attendance area, or between attendance areas (see attached attendance area delineation set forth in Appendix A).

Decisions concerning the filling of vacancies in the District shall be based on the needs of the students, the school, and in the best interests of the District. The Superintendent may deny a transfer if, in his/her opinion, it is not in the best interests of the District. Placement of personnel within the District remains the sole right and discretion of the District, subject to the provisions of this Article.

8-2 Posting of Vacancies:

- A. All vacancies will be posted throughout the year as they occur.
- B. Vacancy notices shall be delivered to the Association President or designee by mail and posted at each school site and at the District office.

8-3 Voluntary Transfer:

- A. As vacant positions are posted, any qualified employee desiring consideration for transfer shall file a written request with the Superintendent within the time frame identified on the vacancy notice. The request must include the position(s) and school site(s) for which the request is made.
- B. Requests for transfers to vacancies that occur over the summer vacation period must be in writing to the Superintendent and include the employee's name, the position(s) of interest, and an address/telephone number where the employee can be reached.
- C. Nothing in this Article shall prevent an employee from requesting a transfer at any time or requesting an interview prior to the selection process. (Modified 2006)
- D. The Superintendent will notify the employee of the disposition of his/her request within fifteen (15) working days if interviews are held.
- E. Decisions regarding newly occurring vacancies may be made based on the interviews previously held.

8-4 Involuntary Transfer:

- A. Notice of the proposed transfer shall be given to the employee as soon as possible.
- B. The transfer shall be affected after a meeting between the employee involved and the Superintendent and/or designated supervisor. At this time, the employee shall be notified of the reasons for the transfer.
- C. Seniority in the job family will determine the employee(s) to be transferred. The employee(s) with the lowest seniority ranking will be transferred first.
- D. A site administrator may request from the Superintendent an exception to the seniority procedure only when a selection on the basis of seniority would result in eliminating a specific specialist in the school.
- E. Employees involuntarily transferred in the spring shall have the first right to return to the position from which they were reassigned if a vacancy in that position occurs prior to October 1 of the next school year.

8-5 In-House Transfer:

- A. The employee must notify the principal and the Superintendent, in writing, of the desire to change assignments within the same school.
- B. The principal will notify the employee of the disposition of the request within fifteen (15) days of its receipt. An interview shall be held prior to the decision to grant or deny the request.

8-6 In the event the Superintendent Secretary position becomes vacant, the Superintendent shall have full discretion in selecting and hiring for that position and the provisions of Article VII – Seniority, Reduction in Force, Recall and Article VIII – Transfer and Reassignment do not apply.

8-7 An employee being promoted will be placed at the grade and step that permits an increase on no more than four percent (4%). (Modified 2015)

8-8 An employee transferring to a position within the same salary grade will remain at his/her same grade and step.

8-9 An employee transferring to a position in a lower salary grade will be placed on the step closest to his/her current hourly rate of pay, not to exceed the current rate of pay, and not to exceed the maximum step of the new grade.

ARTICLE IX – STRIKES

9-1 The parties agree to comply with Nevada Revised Statutes 288 with regard to strikes. The Association agrees that it will not strike against the District nor threaten to strike against the District.

ARTICLE X – NON-DISCRIMINATION

- 10-1 Neither the Association nor the District shall discriminate for or against any employee on the basis of race, religion, color, national origin, sex, sexual orientation, disability, age, marital status or employee organization affiliation. The parties agree to comply with Nevada Revised Statutes 288.270 with regards to non-discrimination.

ARTICLE XI – COMPENSATION AND INSURANCE

- 11-1 For the 2015-2016, 2016-2017 and 2017-2018 contract years, the salary schedules shall be increased by three percent (3%).
- 11-2 Employees whose current salary is above step 20 of the present salary range shall not be eligible for a step increase. All employees whose salary step is less than 18 shall be eligible for a step increase on July 1 of each year subject to confirmation in the successor to this contract. All employees at step 18 shall be eligible for a step increase to step 20 on July 1 of the year following completion of two (2) years at step 18. (Modified 2010)
- 11-3 Beginning the first of the month following sixty (60) calendar days of employment, the District will pay all employees working more than thirty-five (35) hours per week health insurance premium for a District group health insurance plan. The District will pay for ½ of the family premiums for those currently employed full-time employees. For employees who work less than thirty-five (35) hours per week, the health insurance benefit shall be pro-rated and based on the fractional percentage of a full-time employee. New employees will be responsible for securing and paying for their own insurance coverage during the 60-day not to exceed 90-day waiting period as established by the District's insurance carrier. Employees working less than a twelve (12) month per year schedule may elect to have the District withhold an amount from each paycheck sufficient for the District to pay for his/her premium during the summer months. (Modified 2015)

A joint committee shall be established whose purpose is to monitor, review, and recommend any and all changes to the employee health insurance plan to the Board of Trustees. The insurance committee shall be composed of two (2) members of each bargaining unit and two (2) administrators appointed by the Superintendent. The committee shall be given two (2) days from the time of the initial meeting with the district to consider proposals.

- 11-4 Compensatory Time Off:

The District may require employees to work overtime. The District will seek to provide as much advance notice of overtime assignments as is practical.

For overtime purposes, employees will receive additional compensation, either cash or compensatory time off, in any week during which they work more than forty (40) hours.

Time actually worked, paid holidays, sick leave (except that used for non-emergency medical appointments), and vacation leave approved at least five (5) working days before it is taken, count toward hours worked for the purpose of computing overtime hours.

The official work week shall begin on each Monday at 00:01 hours and shall end at 24:00 hours on the following Sunday to constitute a forty (40) hour week, exclusive of lunch breaks but including rest breaks.

Overtime Authorization:

- a. All overtime shall be specifically preauthorized by an employee's supervisor unless the situation involves safety, welfare of students, staff or operation.
- b. Computation for overtime compensation (cash or compensatory time off) is based on hours worked in each workweek. (Modified 2006)

Compensation for overtime hours worked shall be at the rate of 1.5 the eligible employee's regular rate of pay, either in cash or compensatory time off. The supervisor shall notify the employee whether or not compensatory time off is available as compensation for each overtime assignment. If compensatory time off is available, the employee may choose either cash or compensatory time off as compensation for the assignment. The supervisor may opt to offer overtime assignments to individuals willing to accept compensatory time off in lieu of offering the assignments to employees wanting cash payment for the overtime. No employee shall be required to accept compensatory time off in lieu of pay as compensation for overtime hours worked.

Accrual of compensatory time off shall be at the rate of 1.5 hours of compensatory time off for each hour worked. No employee shall accrue more than forty (40) hours of unused compensatory time off. An employee who has accrued the maximum allowed balance of compensatory time off shall be paid cash on his/her next regular paycheck for any excess overtime hours worked.

Compensatory time off is intended to be taken as soon as it is mutually convenient following the date on which it was earned. Use of compensatory time off may not be required by the District, but access to certain benefits may be contingent on the previous use of all available compensatory time off.

At any time, the District may pay an employee in cash on any regular paycheck for compensatory time off earned and not used at the end of any fiscal year when the District provides sixty (60) days written notice of its intent to pay off compensatory time

- 11-5 The District shall pay 100% of the required Public Employees' Retirement System contribution. A change in the percentage of compensation to be contributed to PERS shall not result in an automatic change in the salary

schedule but rather shall be considered to have been a negotiated adjustment to compensation. (Added 2007)

- 11-6 The District will provide maintenance employees reimbursement up to \$200 per school year for protective clothing purchases subject to submission and approval of receipts. (Added 2012)

ARTICLE XII – LEAVES

For the purposes of this Article, the term “immediate family” will refer to mother, father, husband, wife, children (son, daughter, son-in-law, daughter-in-law, step-children, foster children, adopted children), brother, sister, grandparents, grandchildren, aunts, uncles, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents-in-law, and persons currently living in the immediate household. A person currently living in the immediate household must be a minor legally under the guardianship of a member of the household or meet the following requirements: reside in the household, receive mail at the household, show the address of the household as his/her address on all legal documents, and may not be registered to vote at any other U.S. address. (Modified 2005)

12-1 Sick Leave:

- A. All bargaining unit employees who work or are on paid leave for at least twenty (20) hours per week for all weeks in a month shall accrue 0.0577 hours of sick leave for each hour worked or on paid leave. The maximum number of hours of leave which can be earned by an employee in any pay period shall be eighty (80) times the employee’s accrual rate. Hours worked shall include hours on District paid leave but shall not include overtime hours worked.

Twelve-month employees who use five (5) or fewer days of sick leave during the contract year and less than twelve-month employees who use three (3) or fewer sick leave days during the contract year shall not have those sick days charged against accrued sick leave.

For this article, all days taken will be prorated based upon actual daily assigned work hours. (Modified 2006)

- B. Sick leave is provided for illness suffered by the employee or the employee’s immediate family. Sick leave is leave that shall be granted an employee who is unavoidably absent because of personal illness, temporary disability, medical appointment, accident, or diagnostic test(s) which cannot be scheduled during vacation periods without being detrimental to the health or safety of the employee. Sick leave may not be used during vacation periods. This shall not be applicable to twelve-month employees. Unused sick leave shall be accrued without limit. (Modified 2015)
- C. Verification of the employee’s illness, disability, or medical appointment may be required in order to charge the absence to sick leave. Verification of the employee’s ability to return to work may also be

required. The right of the District to require verification shall be applied judiciously.(Modified 2001)

12-2 Pay for Unused Sick Leave:

A. Employees who terminate employment during the term of this Agreement shall be paid for their accrued sick leave.

If an employee has at least 360 hours of accrued, unused sick leave:

- 20% of his/her base rate of pay for up to 480 hours
- 25% of his/her base rate of pay for days greater than 480 hours

An employee may accept the compensation in one of three forms:

- 1) Cash
- 2) Continued health insurance coverage through the District's health insurance plan equal to the value of the cash payoff.
- 3) Purchase by the District of additional service credit toward PERS retirement benefits equal to the value of the cash payoff. For example, if the employee is entitled to \$1,000.00 cash payoff, the District will pay PERS \$1,000.00 to purchase retirement credit.

B. Payment will be computed and made during the month of July for employees who terminate prior to July 1. Payment will be calculated using the pay schedule from the same school year as the time of termination. (Modified 2010)

12-3 Catastrophic Sick Leave Bank:

The District and the Association shall work together in a committee which may include representatives of employees outside this bargaining unit to develop and implement a catastrophic sick leave bank program. The program shall allow employees who participate by donating leave to the bank to receive leave from the bank. Leave withdrawal shall be allowed for participating employees with a catastrophic illness or injury.

In the event an employee takes leave pursuant to the Family and Medical Leave Act, accrued sick leave and vacation must be used as part of the leave. The parties agree to define "year" for purposes of the Family and Medical Leave Act as the District's fiscal year.

The employees' FMLA eligibility for leave will start on their first scheduled workday of current fiscal year. (Added 2007)

12-4 Personal Days Off:

Twelve-month employees shall be credited with three (3) days of personal leave at no deduction. Twelve-month employees shall be credited with two (2) additional days of personal leave to be charged to their sick leave

accrual but shall not count in qualifying pursuant to Article 12-1 (section A) of this Agreement. (Modified 2007)

Employees who work fewer than twelve (12) months shall be credited with one (1) day of personal leave at no deduction. Three (3) additional days are to be charged against accumulated sick leave but shall not count in qualifying pursuant to Article 12-1 of this Agreement. (Modified 2007)

If the employee has a zero balance of sick leave, he/she shall not take additional days of personal leave charged to sick leave. (Modified 2007)

Personal days off not taken in any year shall not be available for use in the following year. At no time shall personal days off have cash value. For purposes of this Article, a year begins on July 1 and ends the following June 30, and a day has the average number of hours the employee is scheduled to work each day. Personal days will be prorated for employees hired after July 1. (Modified 2015)

Personal days off may only be used on regularly scheduled work days. (Added 2010)

Except in cases of emergency, one (1) week prior advance notice, in writing, of the intent to use personal leave will be given to the immediate supervisor. (Added 2007)

12-5 Bereavement Leave:

Employees may be granted one or more leaves of up to three (3) days absence with pay in the event of the death of a member of his/her immediate family. The Superintendent may, upon request of the employee and under extenuating circumstances, extend the leave five (5) additional days, to be charged to sick leave.

12-6 Jury and Witness Leave:

The District will allow an employee leave with full pay for jury duty while on duty, or serving as a witness in a legal proceeding to which the employee is not a party. Leave without pay will also be provided for other court duty required of the employee by law. Any jury and/or witness pay received by the employee shall be turned into the District office. Employees are not required to reimburse the District for mileage or meal allotments paid by the court. (Modified 2007)

12-7 Vacation Leave:

Employees who work a minimum of twenty (20) hours per week shall accrue vacation leave according to the following schedule. The number of vacation leave hours accrued shall be as follows:

Length of Service

Beginning after satisfactory completion of the probationary period
0.0385 hours per hour worked (10 days)

Sixth year through tenth year
0.0577 hours per hour worked (15 days)

Eleventh year through fifteenth year
0.0769 hours per hour worked (20 days)

Sixteenth year through twenty-fifth year
0.0885 hours per hour worked (23 days)

Twenty-sixth year and beyond
0.1154 hours per hour worked (30 days)

The maximum number of hours of vacation leave which can be earned by an employee in any pay period shall be eighty (80) times the employee's accrual rate. "Hours worked" shall include hours on District paid leave but shall not include overtime hours worked.

As of July 1 of each calendar year, all employees shall not be entitled to accumulate more than 240 hours of vacation leave credit. (Modified 2001)

Due to extenuating circumstances and with approval of their administrator, employees covered under this article will be given a sixty (60) calendar day extension if the employee is unable to take the leave prior to July 1 of each calendar year. (Modified 2006)

ARTICLE XIII – HOLIDAYS

13-1 Employees, including new hires, shall receive the following paid holidays if the holiday falls on any day during the employee's schedule work year. The employee will receive the number of hours of pay s/he would have received if the day had not been a holiday, provided the employee was in a paid status (including any paid leave) on the last scheduled workday prior to the holiday or the day immediately following the holiday. (Modified 2015)

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Nevada Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Day before Christmas
- Christmas Day

If a holiday falls on a Saturday, the Friday preceding shall be observed as the holiday. If a holiday other than the day before Christmas falls on a Sunday, the Monday following shall be observed as the holiday.

If an employee is assigned to work on a holiday, the employee will be paid holiday pay plus time and one-half for all hours worked on the holiday.

If a holiday falls on a Saturday, the Friday preceding shall be observed as the holiday. If a holiday other than the day before Christmas falls on a Sunday, the Monday following shall be observed as the holiday.

If an employee is assigned to work on a holiday, the employee will be paid holiday pay plus time and one-half for all hours worked on the holiday.

- 13-2 All benefited employees shall accrue a floating holiday each year on their birthday. The floating holiday may be taken by the employee during the fiscal year between July 1st and June 30th. The floating holiday shall have no cash value for payoff upon separation from employment and shall not carry over beyond twelve (12) months from the date of accrual if it is not used. Employees must request use of the floating holiday at least two (2) weeks in advance. Such requests shall be approved by the District in the same manner as vacation leave days are approved. (Modified 2001)

ARTICLE XIV – BUS DRIVER’S LICENSE

- 14-1 For each bus driver, the District shall pay the cost of not more than one (1) medical exam per year which is required to maintain the employee’s bus driver’s license. The District may require that the employee use a physician designated by the District for any exam paid for by the District.
- 14-2 The District shall pay the cost for renewing licenses required for bus drivers, provided that the employee shall be responsible for any fees related to late renewals or failure to pass the initial exam.

ARTICLE XV – WORK DAY

- 15-1 Call-in:

Any employee called back into work during non-working hours shall be paid a minimum of two (2) hours pay for each call-in when such call-in occurs more than two (2) hours before the beginning of the employee’s regular work shift or more than thirty (30) minutes following the end of the employee’s work shift.

Employees who are eligible to receive call-in pay may be assigned work for the full two (2) hour call-in period.

15-2 Call-Back:

Support staff called back to work during non-working hours for situations classified as an emergency, as determined by their supervisor, shall be paid a minimum of two (2) hours for each call-back at time and one-half or compensatory time at time and one-half at the option of the employee. A call-back shall be exempt from being assigned work to fill the two (2) hour call-in pay period described in Article 15-1 above. (Modified 2002)

15-3 Employees shall be paid at their regular hourly rate for attendance at all training sessions which the District assigns and requires the employees to attend.

15-4 Flexible Work Shift:

In accordance with the Fair Labor Standards Act, the work day of support staff may be adjusted to an earlier or later start/release time to conform with the needs of the buildings and jobs involved. Flexion off the work shift is subject to the following restrictions and conditions: (Modified 2006)

- Employee must coordinate with supervisor regarding changes in the regular schedule.
- The normal work shift may not be flexed more than two (2) hours.
- Flexion is not for emergency conditions or situations.
- The employee is given as much advance notice as possible.
- Shift flexion is on a day-by-day need unless the employee and the supervisor mutually agree to an extended period during time the normal shift is flexed.
- If flexion of the normal workday causes a hardship on the employee or his/her family, the employee shall notify the supervisor who shall consider the hardship before making an assignment.

15-5 Rest Periods

Employees will be granted one (1) fifteen (15) minutes rest period during each work period of four (4) hours subject to the operational requirements of the District. Rest periods may not be taken at the beginning or at the end of the work period. Rest periods may not be scheduled or taken consecutively or in conjunction with meal periods. There shall be no additional compensation for missed rest periods and no extension of the rest periods due to interruptions due to required work or the operational requirements of the District. (Modified 2012)

XVI – SAVINGS CLAUSE

- 16-1 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.
- 16-2 The parties will meet not later than thirty (30) days after any such holding becomes final for the purpose of negotiating alternatives (providing the courts have not ruled that the subject is non-negotiable) and making adjustments to the contract, incorporating, where feasible, the intent and purpose of the original provision.

XVII – PARAPROFESSIONAL CLASSIFICATION

To be classified as a paraprofessional, an employee for ECSD must have:

- A secondary school diploma
- Completed two years of study at an institution of higher education (minimum of 62 credit hours completed or an associate degree)
- A current Nevada teaching license (during all times of employment as a paraprofessional)

Duties: Provide instructional support services under the direct supervision of a highly qualified teacher including one-on-one tutoring, assistance with classroom management, and other appropriate duties as assigned.

A paraprofessional may be reduced to the classification of an educational aide for failure to maintain a current Nevada teaching license and/or inability to effectively meet the expectations of the position. Seniority for a paraprofessional is accrued in both categories. However, a reduction of education aide positions may result in a former paraprofessional losing a position due to seniority.

Educational Aide Classification

To be classified as an educational aide, an employee for ECSD must have:

- A secondary school diploma
- College credit hours and/or a current Nevada teaching license are not required but may be an asset

Duties: Similar to duties defined for a paraprofessional but limited due to the lack of a current Nevada teaching license.

ARTICLE XVIII – DURATION

18-1 This Agreement shall remain in effect through the 2015-2016, 2016-2017, and 2017-2018 school years. This Agreement will automatically be renewed and will continue in force and effect for additional periods of one year unless either party gives notice to the other party, in accordance with NRS 288. In the event a successor agreement is not agreed upon before the termination date of this Agreement, all provisions of this Agreement will remain in full force and effect until an agreement is reached.

In a multi-year agreement if the District determines that there is a fiscal emergency, pursuant to NRS 288.150(2)(w), limited to reductions in budgeted revenues as provided by the State Department of Taxation or State Department of Education this agreement will be automatically opened to address such fiscal emergency with written notification from the District to the Association President. Fiscal emergency is defined as the time when District revenues decrease to a level that it becomes necessary to RIF personnel other than RIF's caused by loss of State or Federal Grant Funding.

IN WITNESS THEREOF, the parties have thereunto set their hands this 23rd day of June, 2015.

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Eureka Co. Board of School Trustees Eureka Co. Classified Association

President

President

Clerk

Secretary

**APPENDIX A – ATTENDANCE AREAS
EUREKA COUNTY SCHOOL DISTRICT
ATTENDANCE AREAS**

Eureka Township Attendance Area

- Eureka Elementary School
- Eureka County High School

Crescent Valley Attendance Area

- Crescent Valley Elementary School

APPENDIX B – SICK LEAVE BANK

Under this Agreement, licensed employees covered by this Agreement may become members of the Sick Leave Bank by voluntarily contributing a 10-hour sick leave period for the establishment and operation of the Bank. This Bank is to assist employees who have illness or disabilities or catastrophic situations and who have exhausted their sick leave accumulation.

Employees are not eligible for participation in the Sick Leave Bank in the first year of employment with the district.

Employees become eligible for participation in the Sick Leave Bank in their second year of employment with the District if their sick leave balance is 40 hours or more.

1 Receiving Sick Leave:

These days may be used for the employee or the employee's immediate family as defined in Article XII.

2 Participation in the Sick Leave Bank:

At the beginning of each school year, there will be a five (5) week open enrollment period. All employees in the bargaining unit are eligible to participate. Employees must notify the Association and the District Office of their wish to participate. The District Office will mail an enrollment form to the employee.

3 Receiving Days from the Sick Leave Bank:

- 3-1 Only individuals who have contributed to the Bank are eligible for benefits.
- 3-2 Responsibility for determining who shall receive days from the Sick Leave Bank rests exclusively with the Sick Leave Committee.

4 Operation and Maintenance of the Sick Leave Bank

- 4-1 The maximum number of hours which can be realized from the Sick Leave Bank by a member will be 160 hours for any consecutive five (5) year period.
- 4-2 Those employees enrolled in the Bank will automatically continue their participation from year to year unless they notify the Association in writing of their intent to withdraw from the Bank. Such withdrawal from the Bank must occur during the enrollment period and will not result in reinstatement of the time contributed to the Bank.
- 4-3 If the total number of hours in the Sick Leave Bank at the end of a fiscal year is less than ninety (90), the District will inform the Bank membership that a special assessment of a 10-hour sick leave period per member will be made to reimburse the Bank on the first day of school in September of the following year.
- 4-4 When the total number of hours in the Sick Leave Bank drops below ninety (90), those employees who have contributed the fewest number of hours and those employees who have withdrawn hours from the Sick Leave Bank will be assessed first as determined by the committee.
- 4-5 The maximum that anyone can contribute to the Sick Leave Bank at any one time is a 10-hour sick leave period. For 2015-16 only, an employee may contribute a 20-hour sick leave period during the initial enrollment period.
- 4-6 At the end of each school year, all days in the Sick Leave Bank will be carried over to the next school year. Any sick leave that an employee receives from the Sick Leave Bank which was not used at the time the illness or disability ceased to exist or upon resignation or termination of the employment of the employee shall be returned to the Sick Leave Bank.

**APPENDIX C-1 2015-2016 CLASSIFIED SALARY SCHEDULE
EUREKA COUNTY SCHOOL DISTRICT**

**APPENDIX C-2 2016-2017 CLASSIFIED SALARY SCHEDULE
EUREKA COUNTY SCHOOL DISTRICT**

**APPENDIX C-3 2017-2018 CLASSIFIED SALARY SCHEDULE
EUREKA COUNTY SCHOOL DISTRICT**

APPENDIX D – DEFINITIONS

- D-1 NRS 288 used in this Agreement will refer to Chapter 288 of the Nevada Revised Statutes and subsequent revisions, also known as the Local Government Employee-Management Relations Act.
- D-2 Agreement refers to the name of this document being the “Negotiated Agreement” between the Eureka County School District and the Eureka Schools Classified Association.
- D-3 Association as used in this Agreement will mean the Eureka Schools Classified Association. (ESCA). It is the entity known as the Employee Organization in NRS 288.
- D-4 Board refers to the Eureka County School District’s Board of School Trustees.
- D-5 District as used in this Agreement will mean the Eureka County School District.
- D-6 Regular Employees are all those employees working at least twenty (20) hours in non-supervisory, non-administrative classified positions who have completed the six (6) month probationary period.
- D-7 Part-time Employees are all those employees working less than twenty (20) hours in non-supervisory, non-administrative classified positions who have completed the six (6) month probationary period.
- D-8 A temporary/substitute employee is an employee who is hired on a temporary basis to fill in for an absence, for completion of a special project or task, or an emergency. Temporary employees are not included in the bargaining unit.
- D-9 Probationary Employee refers to any employee who is serving a six (6) month calendar probationary period.
- D-10 Superintendent as used in this Agreement shall mean the Superintendent of Schools of the Eureka County School District or his/her designated representative.
- D-11 EMRB refers to the Local Employee-Management Relations Board, as provided in NRS Chapter 288.
- D-12 Classified refers to those regular employees working in non-licensed, non-supervisory, non-administrative position covered by this negotiated agreement.
- D-13 Member refers to District classified employees who elected to be dues paying members of ESCA.
- D-14 Non-member refers to District employees who are not dues paying members of ESCA but are covered by this Agreement.

- D-15 Immediate Supervisor refers to the employee's assigned building or site administrator or other supervisor assigned by the district.
- D-16 Day shall mean working days rather than calendar days. During summer break, days shall mean calendar days excluding Saturdays, Sundays, and holidays.
- D-17 A grievance shall be defined as any dispute arising between the parties as to the application/interpretation of the specific terms of this Agreement.
- D-18 A grievant is the employee or employees or the Association making the complaint.
- D-19 Personnel File refers to the formal personnel file kept at the District Office for each employee.
- D-20 Reduction in Force (RIF) shall mean the discontinuance of employment (layoff) of a bargaining unit member because of lack of work or lack of funds, or as a result of restructuring of programs or the means of program delivery.
- D-21 Transfer shall be defined as movement to a different job class. (Modified 2002)
- D-22 Voluntary transfer refers to a change in job assignment from one school to another that is initiated by the employee.
- D-23 Involuntary transfer refers to a District initiated change in assignment, either within the same school, within the same attendance area, or between attendance areas (see attached attendance area delineation set forth in Appendix A).
- D-24 Vacancy shall mean any position previously held by a classified employee or a new classified position approved by the Board.
- D-25 Promotion shall be defined as movement to a different job class assigned to a higher salary range.
- D-26 In-house transfer shall mean a reassignment within the same school/department and job family initiated by the employee or the administration. (Modified 2006)
- D-27 Seniority shall be an employee's length of continuous service in paid status in his/her current job class since the most recent date of his/her employment.

- D-28 Immediate Family will refer to mother, father, husband, wife, children (son, daughter, son-in-law, daughter-in-law, step-children, foster children, adopted children), brother, sister, grandparents, grandchildren, aunts, uncles, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents-in-law, and persons currently living in the immediate household. A person currently living in the immediate household must be a minor legally under the guardianship of a member of the household or meet the following requirements: reside in the household, receive mail at the household, show the address of the household as his/her address on all legal documents, and may not be registered to vote at any other U.S. address.
- D-29 Work Year, as used in this Agreement, shall mean fiscal year (July 1 through June 30).
- D-30 Job Family is a cluster of like, similar, or related positions held by classified employees covered by this agreement. (Modified 2007)