

**CLASSIFIED**  
**NEGOTIATIONS AGREEMENT**  
**2007-2009**

**The parties to this Agreement are the Douglas County School District ("District") and the contracted Support Staff Employees of the Douglas County Support Staff Organization, an affiliate of the Nevada State Education Association ("Organization").**

**Ratified February 12, 2008**

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## Article I    **DEFINITIONS**

### **1-1**

The term "NRS 288", as used in this Agreement, shall refer to Chapter 288 of the Nevada Revised Statutes, also known as the Local Government Employee Management Relations Act, including amendments made hereto.

### **1-2**

The term "School Trustees", as used in this Agreement, shall mean the Board of Trustees of the Douglas County School District.

### **1-3**

The Term "Organization", as used in this Agreement, shall mean the contracted Douglas County School Support Staff Employees represented by the Support Staff Organization of the Nevada State Education Association, and is the entity known as the "Employee Organization" in NRS 288.

### **1-4**

The term "School District" or "District", as used in this Agreement, shall mean the Douglas County School District, and is the entity known as the "Local Government Employer" in NRS 288.

### **1-5**

The term "Superintendent", as used in this Agreement, shall mean the Superintendent of Schools of the Douglas County School District or his designee.

### **1-6**

The terms "School Trustees", "School District," or "Organization" shall include authorized officers, representatives, and agents of each, and each reserves the right to act hereunder by committee or designated representative.

**1-7**

The term "Probationary Employee", as used in this Agreement, means a contracted Support Staff Employee who has not completed his first 120 workdays of contracted employment during which time his competency in assigned duties is evaluated. Probationary employees are not covered by this Agreement under Article V, Grievance Procedure, Article VI, Discharge and Disciplinary Procedures and Article VII, Reduction in Force.

**1-8**

The term "Employee", as used in this Agreement, means a Support Staff Employee contracted to work at least 20 (twenty) hours per week for more than 120 consecutive days per year.

**1-9**

The term "Support Staff Employee", as used in this Agreement, shall mean classified employees under contract as defined in Article 1-8 in positions listed in the Appendix.

**1-10**

The term "Agreement", refers to this document, being the Negotiated Agreement between the Douglas County School District (District) and the contracted Douglas County School District Support Staff Employees represented by the Support Staff Organization of the Nevada State Education Association (Organization).

**1-11**

The term "School Year", as used in this Agreement, shall mean a year commencing on the first day of July and ending on the last day of June.

**1-12**

The term "Work Year", as used in this Agreement, refers to a variable period of time within the School Year, generally between 121 days and 260 days for which a Support Staff Employee is contracted to work for the District.

**1-13**

The term "School Day", as used in this Agreement, means any day that one or more schools are in session.

**1-14**

The term "Work Day", as used in this Agreement, shall be defined as any day a contracted Support Staff Employee is required to be present on the job.

**1-15**

The term "Work Week", as used in this Agreement, is any seven (7) consecutive day, 24-hour period. The employee's work week will generally be scheduled between Monday and Friday.

**1-16**

The term "Supervisory Employee" shall mean any individual paid on the Classified Supervisory and Professional Salary Schedule having authority in the interest of the District to recommend for hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, evaluate, discipline and address grievances of employees.

**1-17**

The term "Part-time Employee", as used in this Agreement, shall mean any employee whose contracted weekly work schedule is less than twenty (20) hours. Part-time employees are not covered by this Agreement.

**1-18**

The term "Temporary Employee", as used in this Agreement, shall mean any employee who is contracted to work for 120 or less consecutive days, in non-continuing grant funded positions, for an emergency, for satisfying abnormal work loads or for seasonal needs, or as a substitute regardless of the number of days worked. Temporary employees are not covered by this Agreement.

**1-19**

The term "Confidential Employee", as used in this Agreement, are those employees determined by the District after consultation with the DCSSO to be so designated. Currently, confidential employees have been identified as the Secretary and Clerk/Typist in the Superintendent's Office, the Secretaries in the Personnel Office and the Bookkeepers in the Business Office.

**1-20**

The term "Contracted" shall mean Support Staff Employees who receive an individual employment contract with the District listing hours worked per day, total number of days worked per year and hourly wage.

**1-21**

The term "9 month employee" is any classified employee that is contracted to work for 170-189 days.

**1-22**

The term "10 month employee" is any classified employee that is contracted to work for 190-209 days.

**1-23**

The term "11 month employee" is any classified employee that is contracted to work for 210-229 days.

**1-24**

The term "12 month employee" is any classified employee that is contracted to work for 230 or more days.

**Article II RECOGNITION**

**2-1**

The Board of Trustees recognized the contracted Douglas County School District Support Staff Employees (as defined in Article 1-9 of the Definitions) represented by the Support Staff Organization of the Nevada State Education Association, as the exclusive negotiating representative of the contracted Support Staff Employees of the Douglas County School District, subject to the provisions of NRS 288.

**2-2**

The bargaining unit shall represent eligible contracted employees as defined in Article 1-8 in positions listed in the Appendix of this Agreement.

All other classified employees including supervisory, part-time, temporary, confidential and bus drivers are not covered by this Agreement.

**2-3**

All rights and privileges granted under the terms and provisions of this Agreement shall be for the exclusive use of all eligible contracted Support Staff Employees of the Douglas County School District.

**2-4**

Nothing in this Agreement shall limit the authority of the District to classify positions. The District will consult with the DCSSO as to the appropriateness of inclusion in the bargaining unit any new classifications added to the salary schedule during the term of this Agreement.

**Article III ORGANIZATION ACTIVITIES AND EMPLOYEE RIGHTS**

**3-1**

It is the right of every contracted Support Staff Employee to join or refrain from joining the Organization that is party to this Agreement.

**3-2**

The Organization may post on available bulletin boards in a reasonable manner responsible and official Organization notices provided such notices are initialed and dated by the immediate supervisor.

**3-3**

The Organization may use District facilities for meetings provided such use complies with District policy and does not interrupt the normal school day nor the day-to-day operations.

**3-4**

The Organization may use the District's internal mail system to communicate between schools with members of the bargaining unit regarding Organization business. However, the District mail system shall not be used to distribute political campaign materials.

The contents of any Organization notices, circulars, and other materials to be posted on school property or to be distributed via school mail including e-mail shall be made available to the site supervisor prior to posting or distribution. Prior notice will consist of the Organization representative providing a signed, dated copy indicating the time the notice was made available to the site administrator. A signed hard copy of any e-mail would automatically contain the necessary information. For District-wide information, the above will be provided to the Superintendent prior to posting or distribution.

**3-5**

The District will not discriminate against any employee by reason of his participation in the activities of the Organization.

**Article IV MEMBERSHIP DUES DEDUCTIONS**

**4-1**

Upon receipt by Business Services of a signed authorization from a contracted Support Staff Employee to deduct membership dues, the District shall make uniform monthly membership dues deductions from the salary earned by such contracted Support Staff Employee.

**4-2**

No later than September 1 of each year, the Organization will provide the District with a list of contracted Support Staff Employees who have voluntarily authorized the District to deduct Organization dues and the uniform amount to be withheld for each Support Staff Employee. No later than the first of each month, the Organization will provide the District a list of any additional contracted Support Staff Employees who have voluntarily authorized a membership dues deduction. Authorized membership dues deductions will begin with the first pay period in the payroll month following the receipt of the authorization.



**4-3**

Upon receipt of a properly completed NSEA enrollment form, the School District shall deduct from the salary of any contracted Support Staff Employee and make remittance for DCSSO, NSEA, NEA dues deductions. It is recognized that the District in agreeing to deduct membership dues for Organization members is performing a solely administrative function on behalf of the Organization for its convenience and is not a party to any agreement between the Organization and its members regarding the deductions of dues. The Organization, therefore, indemnifies, defends, and holds the District harmless against any and all claims, demands, grievances, or other liability that arise out of or by reason of actions taken by the District pursuant to this Membership Dues Deduction Article.

**4-4**

Business Services will forward monies from membership dues deductions to the Treasurer of the Douglas County School District Support Staff Employees no later than the last day of the month in which deductions are made.

**4-5**

The District agrees not to honor any membership dues deduction authorization executed by a contracted Support Staff Employee in the bargaining unit in favor of any other labor organization representing Support Staff Employees for the purpose of negotiations.

**4-6**

A contracted Support Staff Employee's earnings must be sufficient after other required deductions are made to cover the amount of the Organization's membership dues. In the case of a contracted Support Staff Employee who is on non-pay status during part of the pay period and/or whose wages are not sufficient to cover the full withholding, no Organization membership dues deductions shall be made. In this connection, all other required deductions have priority over Organization dues.

## **Article V GRIEVANCE PROCEDURE**

### **5-1 DEFINITIONS**

#### **5-1-A**

A "grievance" is an allegation by a Support Staff Employee or DCSSO that the District has violated an expressed provision of this Agreement.

#### **5-1-B**

An "aggrieved person" is the Support Staff Employee or DCSSO asserting a grievance.

#### **5-1-C**

A "party in interest" is any person or persons who might be required to take action, or against whom action might be taken, in order to resolve the grievance.

#### **5-1-D**

The term "days" when used in this Article shall, except where otherwise indicated, mean days when the District Office is open for business.

### **5-2 TIME LIMITATIONS**

#### **5-2-A**

The time limitations set forth in this Article are the essence of the grievance procedure. No grievance shall be accepted by the District unless it is submitted or appealed within the time limits set forth in the Procedural Steps below. If the grievance is not timely submitted at Step One or Step Two, it shall be deemed waived. If the grievance is not timely appealed, it shall be deemed settled in accordance with the District's answer at the previous step. If the District fails to answer within the time limits set forth in the Procedural Steps, the grievance shall automatically proceed to the next step.

#### **5-2-B**

By mutual agreement between the District and the grievant, the time limitations set forth in the Procedural Steps may be extended.

## **5-3 GRIEVANCE STEPS**

### **5-3-A Informal Discussion:**

#### **5-3-A-1**

The parties acknowledge that it is usually most desirable for a Support Staff Employee and immediate supervisor to resolve problems through informal communications. Accordingly, any grievance will first be discussed with the aggrieved party's immediate supervisor, within five (5) days of when the grievant became aware of or should have known of the alleged violation, with the objective of resolving the matter informally.

#### **5-3-A-2**

If the matter is not resolved at the informal discussion level, and the grievant wishes to file a grievance, it must be done no later than ten (10) days after the informal meeting with the supervisor. The grievance would then move to Step One.

### **5-3-B Step One - Immediate Supervisor:**

#### **5-3-B-1**

The term "Immediate Supervisor" shall be defined as the site administrator, department head, classified supervisor or other supervisor as defined in Article 1-16 who is responsible for the supervision of the grievant.

#### **5-3-B-2**

All grievances presented at Step One must set forth in writing: the facts giving rise to the grievance; the specific provision(s) of the Agreement alleged to have been violated; the name of the aggrieved Support Staff Employee; and the specific remedy sought. All grievances at Step One must be signed and dated by the aggrieved Support Staff Employee and the designee of the Douglas County Support Staff Organization. Within five (5) days after receiving the grievance, the immediate supervisor shall contact the grievant to schedule a date and time to hear the grievance.

#### **5-3-B-3**

The immediate supervisor shall forward to the grievant within five (5) days after the hearing a written response, signed and dated.

**5-3-C Step Two –Human Resources Administrator for Classified Employees:**

If the grievance is not settled at Step One, the grievant, not later than five (5) days after receipt of the immediate supervisor's written answer to Step One, may file a written appeal of that answer to the Human Resources Administrator for Classified Employees. The written appeal must state specifically the grievant's objection to the immediate supervisor's written answer. No later than ten (10) days after receipt of the written appeal, the Human Resources Administrator for Classified Employees shall hold a hearing with the grievant. The Human Resources Administrator for Classified Employees shall give his/her written answer to the grievance within five (5) days after such meeting.

**5-3-D Step Three - Board of Trustees:**

If the grievance is not settled at Step Two, the grievant, not later than five (5) days after receipt of the Human Resources Administrator for Classified Employees' answer at Step Two, may file a written appeal to the Board of Trustees.

The written appeal must state specifically the grievant's objection to the Human Resources Administrator for Classified Employees' answer. Not later than the first opportunity to properly agendize the appeal, the Board of Trustees shall meet with all parties involved in Steps One and Two of this procedure. The Board of Trustees shall give its written answer to the grievance within ten (10) days after such meeting, which answer shall be final and binding on the grievant unless the Organization chooses to pursue arbitration as outlined in Step Four.

**5-3-E Step Four - Arbitration:**

**5-3-E-1**

Any grievance, that has been properly and timely processed through Step Three and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Organization's serving the Superintendent with written notice of its intent to appeal. The failure to appeal a grievance to arbitration in accordance with this paragraph within ten (10) days after receipt of the written answer of the Board of Trustees shall constitute a waiver of the Organization's right to appeal to arbitration, and the written answer of the Board of Trustees at Step Three shall remain final and binding on the aggrieved employee, the District, and the Organization.

**5-3-E-2**

Not later than ten (10) days after the Organization serves the Superintendent with written notice of intent to appeal a grievance to arbitration, the District and the Organization shall jointly request the American Arbitration Association to furnish, to the District and the Organization, a list of seven (7) qualified and impartial arbitrators. Within five (5) calendar days after receipt of that list by the District, the District and the Organization shall alternately strike names from the list, until only one (1) name remains. The arbitrator whose name remains shall hear the grievance. The Organization shall strike the first name.

**5-3-E-2-A**

The parties are not precluded from mutually agreeing to the selection of an arbitrator prior to the request for an American Arbitration Association panel.

**5-3-E-2-B**

No evidence may be presented for the Arbitrator's consideration that was not presented for the Board's consideration at Step Four. If new evidence, which could reasonably be expected to change the outcome of the grievance, is discovered after the Board at Step Four, and prior to the Arbitration hearing, the Arbitration timelines may be suspended until the new evidence can be considered by the Board before going to the Arbitrator. Any costs associated with changing the date of the Arbitration hearing will be borne by the party bringing forth the new evidence.

**5-3-E-3**

The jurisdiction and authority of the Arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the expressed provision(s) of this Agreement at issue between the Organization and the District. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The arbitrator shall not hear nor decide more than one (1) grievance without the mutual consent of the District and the Organization. The written award of the Arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Organization and the District.

**5-3-E-4**

The fee of the American Arbitration Association and the fees and expenses of the Arbitrator shall be shared equally by the District and the Organization; otherwise each party shall bear its own arbitration expense.

#### **5-4 RIGHT TO PARTICIPATE**

No reprisals of any kind shall be taken by either party against any party in interest, any school representative, or any other participant in the grievance procedure by reason of such participation. Any party in interest may be represented at any level of the grievance procedure by a person of his own choosing.

#### **5-5 SEPARATE FILING**

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

#### **5-6 FORMS FOR FILING**

Forms for filing and processing grievances shall be jointly prepared by the parties and distributed by the Organization.

#### **5-7 WITHDRAWAL OF GRIEVANCE**

A grievance may be withdrawn at any level by the aggrieved Support Staff Employee without prejudice when the aggrieved Support Staff Employee has strictly adhered to the time lines.

#### **5-8 ADMINISTRATION COOPERATION**

The administration will cooperate with the aggrieved grievant in the investigation of the grievance, and further, will furnish the grievant with such information as is pertinent and available for the processing of such grievance. The grievant will cooperate with the District and shall furnish the District with such information as is pertinent and available for the processing of the grievance.

#### **5-9**

Prior to signing a grievance settlement with the District, the DCSSO and the grievant will specifically notify, in writing, of any issues either party intends to pursue in another forum.

#### **5-10**

The sole remedy available for any alleged breach of this Agreement or any alleged violation of the rights hereunder granted shall be pursuant to the grievance procedure as set forth in Article V. All steps of the grievance procedure must be pursued prior to the grievant taking any other action.

## **Article VI DISCHARGE AND DISCIPLINARY PROCEDURES**

### **6-1**

The continued employment of a contracted Support Staff Employee is dependent upon satisfactory performance of duties and maintaining personal fitness to perform those duties. The District may also move to discharge, demote or suspend a Support Staff Employee given just cause.

### **6-2**

With the exception of dishonesty, the District will attempt to provide verbal warning and written reprimand before discharge. Dishonesty, if proven, is a dischargeable offense.

### **6-3**

The provisions of this Article shall not be available to probationary Support Staff Employees.

### **6-4**

The employee will be given a copy of any disciplinary documentation before it goes into the employee's personnel file. The employee shall have ten (10) days to respond in writing to the disciplinary document or written criticism. The employee's response shall be attached to the District's document and placed in the personnel file.

## **Article VII REDUCTION IN FORCE**

### **7-1**

The District will determine when a reduction in force/layoff is necessary and the number of individuals to be laid off. The District shall notify the Association forty (40) days prior to any reduction in force/layoff. Contracted employees being reduced in force shall receive thirty (30) days prior notice of the intended layoff.

SUBJECT TO THE DETERMINATIONS SET FORTH IN 1 ABOVE, THE DISTRICT AGREES TO THE FOLLOWING:

**7-2**

Contracted Support Staff Employees who voluntarily resign in the job category being reduced will be the first to be reduced in force.

**7-3**

Probationary Support Staff Employees in the job category being reduced will be reduced before Support Staff Employees who have completed their probation.

**7-4**

Support Staff Employees with overall unsatisfactory ratings on their performance evaluations for two years will be reduced before those who have completed their probationary period and have received a satisfactory performance evaluation.

**7-5**

Additional reductions in force in the job category being reduced will be based upon a Support Staff Employee's experience in the District in the job category being reduced.

The Support Staff Employee, in the job category listed in the Appendix that is being reduced, with the least experience with the District will be laid off first.

Experience shall mean an employee's length of continuous service since the date of his or her contracted employment with the District in a particular job category.

Any resignation or termination of employment shall constitute a break in service for the purpose of determining experience. Experience will be determined by the first working day subsequent to the most recent break in service, if any.

Experience shall be based on total time worked or in a paid leave status.

**7-6**

If the employee to be laid off has District experience in another job category, the employee retains experience right in the previous job category. Should an opening occur during the call back period, the Support Staff Employee with experience in either job category will be notified of the opening by certified mail. The District will consider such individuals prior to hiring a new employee to the District.



Should the employee who was laid off apply and be rehired within the call back period of one year, all previous experience in the job category would be recognized on the salary schedule.

A laid off Support Staff Employee shall, upon application, be granted priority status on the substitute list according to his or her seniority. The laid off employee working as a substitute will receive their rate of pay at the time of the lay-off when subbing until any of the conditions in Article 7-10 are met.

**7-7**

In the event two (2) or more Support Staff Employees have the same date of employment, experience will be determined by lot.

**7-8**

The District shall establish an experience list(s) with the employee with the greatest experience in each job category listed first. Reductions shall be made within job categories as noted on the List of Job Families. The Job Categories List shall be designated as Appendix A of the Classified Agreement.

**7-9**

Should a contracted vacancy occur following a reduction in force, laid off contracted Support Staff Employees shall be recalled in reverse order of lay-off in their particular job category.

The District will forward notice of recall by certified mail to the Support Staff Employee's last known address as reflected on District records. For this purpose, it shall be the Support Staff Employee's responsibility to keep the District advised of his or her current address. The Support Staff Employee must, within ten (10) calendar days of delivery or attempted delivery of the notice of recall, notify the District of his intent to return to work on the date specified for recall and, thereafter, return to work on such date.

### **7-10**

A Support Staff Employee's contracted experience with the District shall be terminated and his rights to recall forfeited for the following reasons:

- Discharge, quit, retirement, or resignation;
- Failure to give notice of intent to accept or refuse return to work after recall within the time period specified in 7-9 of this Reduction in Force Article, or failure to return to work on the date specified for recall, as set forth in the written notice of recall;
- Failure to return to work upon expiration of a leave of absence;
- Lay-off for a period of twelve (12) months.

### **7-11**

A reduction in the number of hours in a day or days in a contract year for which a Support Staff Employee is contracted to work shall not constitute a lay-off.

### **7-12**

No provision of this Article shall be made available to probationary, temporary, part-time Support Staff Employees nor to Special Needs Individual Education Plan (IEP) Aides hired to assist special education students with special needs identified in an Individual Education Plan.

## **Article VIII LEAVES**

### **8-1 Sick Leave**

#### **8-1-A**

At the beginning of the school year, eligible Support Staff Employees will be credited with sick leave at the rate of one and one-quarter (1 1/4) days for each month worked. Support Staff Employees who leave the District, for whatever reason, will be charged for sick leave used beyond the 1/4 monthly amount credited. The amount due to the District must be paid within thirty (30) days of the Support Staff Employee's separation date from the District.

Probationary Support Staff Employees are not eligible for sick leave during the probationary period. However, if the Probationary Support Staff Employee completes the probationary period successfully, she/he will be credited with sick leave earned during the probationary period.

Nine-month employees, contracted to work for 121-189 days, are granted 11.25 days, accumulated to a maximum of 180 days.

Ten-month employees, contracted to work for 190-209 days, are granted 12.50 days, accumulated to a maximum of 200 days.

Eleven-month employees, contracted to work for 210-229 days, are granted 13.75 days, accumulated to a maximum of 220 days.

Twelve-month employees, contracted to work 230 or more days, are granted 15.0 days, accumulated to a maximum of 248 days.

Unused sick leave may be accumulated from one year to the next up to a total of the employee's last contracted year with the District as indicated above.

Once an employee reaches the maximum accumulation of sick leave days, his/her maximum total will not decrease unless he/she uses more than the annual accumulation of sick leave days in any given school year. The District will keep an account for each employee for any sick leave accumulated over the maximum accumulation. These days will be available to the employee with approval of the Board of Trustees following exhaustion of his/her maximum accumulation.

Sick leave days in one's account beyond his/her maximum accumulation are not subject to any other use except for providing for catastrophic coverage in case of one's own illness.

**8-1-B**

Sick leave may be taken in quarter, half, or full day increments. All sick leave which has been accumulated by a Support Staff Employee may be used for his own illness or disability or to enable him to consult his physician or dentist during work hours. When requested by the immediate supervisor, the employee will verify a medical appointment during working hours with a document from the attending physician.

**8-1-B-1**

Upon a supervisor's request, verification of the Support Staff Employee's illness, disability or medical appointment may be required in order to charge an absence to sick leave. Inappropriate use of sick leave may result in disciplinary action and a pay dock for each day of inappropriate use.

A Support Staff Employee absent for five (5) or more consecutive working days may, at the discretion of the supervisor, be required to present a doctor's release prior to their return to work.

**8-1-C**

Sick leave may also be taken for the following reasons:

**8-1-C-1**

Up to fifteen (15) days in one year to be deducted from accumulated sick leave for unavoidable absences caused by the illness or injury of the employee's child(ren), spouse, parent, sibling, grandparent, grandchild and those similarly related by marriage.

**8-1-C-2**

Up to five (5) consecutive days as bereavement upon the death of the employee's spouse, parent, sibling, child, grandchild, grandparent, those similarly related by marriage, or any relative in the immediate household of the employee. An additional five (5) days may be deducted from sick leave for each occurrence at the discretion of the Superintendent.

**8-1-C-3**

The provisions of sick leave contained herein may be applied to any illness or disability attributed to pregnancy, termination of pregnancy, or recovery therefrom.

Use of accumulated sick leave for recovery from childbirth is limited to six (6) weeks for normal delivery and eight (8) weeks for cesarean section delivery unless a verifiable medical condition exists to justify additional use of sick leave.

Verification is subject to a second opinion at the District's expense. Sick leave is not to be used for child rearing.

**8-1-C-4**

Upon retiring, the District will contribute \$25.00 per day for each day of unused sick leave, up to the maximum accumulation in accordance with Article 8-1-A, for any Support Staff Employee who meets the following criteria:

1. has completed ten (10) years of service with the Douglas County School District;
2. has verified through the Public Employees' Retirement System of Nevada the date that retirement benefits will begin.

The Contribution will be applied for one of the following options:

1. \$25.00 per day for each day of accumulated sick leave in a lump sum payment.
2. \$25.00 per day for each day of accumulated sick leave to an insurance fund from which health and accident insurance premiums will be paid to the District's insurance carrier.

Health and accident insurance premiums will be paid until such time that the amount initially deposited in the retiring Support Staff member's name has been exhausted.

In the event of the retired Support Staff member's death before the exhaustion of his insurance fund, a one-lump payment in the amount of the remaining fund will be paid to the retiree's beneficiary.

**8-1-D Sick Leave Bank**

**8-1-D-1**

The purpose of the sick leave bank is to provide assistance to contracted Support Staff Employees who are unable to perform the duties of their position due to long term, catastrophic illness or disabilities and who have exhausted their sick leave accumulation. Sick Leave Bank assistance is not to be used for normal pregnancy related conditions or disabilities. Sick Leave Bank assistance will not be granted for dependent or immediate family illness.

#### **8-1-D-2**

In order to be eligible, contracted Support Staff Employees who have served two (2) consecutive contracted years in the District and who are interested in participating in the sick leave bank shall complete and submit a Sick Leave Bank Participation/Authorization form to the Sick Leave Bank Committee of the Douglas County Support Staff Organization (DCSSO) with copies forwarded to Human Resources and Business Services.

- 1) Sick Leave Bank Participation/Authorization forms will only be accepted during the open enrollment period of September 1 through September 30.
- 2) Sick Leave Bank Participation/Authorization forms will be made available from the building representative.
- 3) Although the District will not be involved in decisions regarding the Sick Leave Bank's operation, the DCSSO agrees to keep written minutes of the Sick Leave Bank Committee's deliberations. Such minutes are to be sent to the Superintendent following each of those deliberations and/or meetings.

#### **8-1-D-3**

Contracted Support Staff Employees participating shall donate and have deducted from their own sick leave account up to two (2) days per year for the operations of the sick leave bank.

#### **8-1-D-4**

Whenever the total number of days in the sick leave bank is less than 100, the Association will inform the bank membership that a special assessment of one additional sick leave day per member will be made to reimburse the bank. Such assessment, if needed, to be assessed but once in a year.

#### **8-1-D-5**

Contracted Support Staff Employees participating in the sick leave bank shall continue their participation from year to year unless they notify the DCSSO Sick Leave Bank Committee in writing of their intent to withdraw.

- 1) A contracted Support Staff Employee who withdraws from the sick leave bank will not be reimbursed for the sick leave days already contributed.

**8-1-D-6**

Days not used during the school year will carry over to the next year.

**8-1-D-7**

Only contracted Support Staff Employees who have contributed to the sick leave bank will be eligible to receive assistance from the sick leave bank. Contracted Support Staff Employees must exhaust all accumulated sick leave before they can become eligible to receive assistance from the bank. Only current sick leave bank members are eligible for this benefit.

**8-1-D-8**

Contracted Support Staff Employees who wish to apply for assistance from the sick leave bank shall complete and submit a Sick Leave Bank Assistance Application to the DCSSO. Sick Leave Bank Assistance Applications will be available upon request from the site building representative.

- 1) The DCSSO Sick Leave Bank Committee shall consist of three (3) DCSSO members appointed by the DCSSO President.
- 2) The DCSSO Sick Leave Bank Committee shall review the employee's application, sick leave account, and usage. The committee has the right to accept or reject requests.
- 3) The DCSSO Sick Leave Bank Committee shall forward its decision to the District Human Resources and Business Services Offices. The decision of the DCSSO Sick Leave Bank Committee is final and is only subject to review through the internal structure of the DCSSO.
- 4) An eligible contracted employee approved for assistance from the sick leave bank may be granted a maximum number of 30 days sick leave per year.
- 5) The term 'year' for purposes of this procedure shall be defined as the school year July 1-June 30.

**8-1-D-9**

The Association and its members shall hold the District harmless against any and all claims, demands, grievances, or other liability that arise out of or by reasons of actions taken by the DCSSO in administrating the Sick Leave Bank.

**8-1-D-10 Sick Leave Non-Use Incentive**

Support Staff Employees who use no more than three (3) sick leave days during their contract year will be awarded an additional paid personal day, subject to the restrictions of 8-2-A, for the following contract year. This additional day must be used during that following contract year. There will be no accrual for paid personal days granted under this Article.

The purpose of this Article is to reduce the use of sick leave by Support Staff Employees. This Article will sunset at the end of the term of this Agreement at which time DCSSO and the District will assess its effectiveness.

**8-2 Personal Leave**

**8-2-A Paid Personal Leave**

Following completion of their probationary period, all Support Staff Employees will be granted two (2) days of paid personal leave during their contract year. Personal leave cannot be taken during the first ten (10) days nor the last ten (10) days of the school year for students and only one (1) day will be granted on a day preceding or following any scheduled holiday, holiday weekend or vacation recess. Exceptions to this restriction of personal leave may be appealed to the Classified Personnel Administrator in cases of a bona fide emergency. Approval for exceptions to the restriction of personal leave will be at the sole discretion of the Classified Personnel Administrator and not subject to appeal. Request to use personal leave, except in the case of emergency, must be submitted to the Support Staff Employee's immediate supervisor at least two (2) days in advance of such leave. Support Staff Employees may accumulate up to a maximum of three (3) days of paid personal leave per contract year.

**8-2-B Unpaid Personal Leave**

Following completion of their probationary period, all Support Staff Employees will be eligible to request up to five (5) unpaid personal leave days during their contract year.

Requests for unpaid personal leaves must be submitted at least five (5) days in advance of such leaves, except in the case of a bona fide emergency.

Additional unpaid leave may be requested in writing in case of bona fide emergency. Approval for extended leaves will be at the discretion of the Personnel Administrator for Classified Employees.



## **8-2-C Holidays**

Twelve (12)-month, 260-day employees will be paid for 12 holidays:

- Independence Day, July 4th
- Labor Day
- Nevada Day
- Veterans Day
- Thanksgiving Day and the Friday after
- Christmas Day, December 25
- New Year's Day, January 1
- Martin Luther King, Jr. Day
- Presidents Day
- Good Friday
- and Memorial Day

All other employees, who are eligible to be in the bargaining unit, will receive paid holidays for:

2007-2008: Three (3) holidays paid in a lump sum.

2008-2009: Five (5) paid holidays:

- Labor Day
- Veterans Day
- Martin Luther King, Jr. Day
- Good Friday
- and Memorial Day

**8-2-C-1 Paid Vacation**

Twelve (12) month classified employees shall earn vacation time as part of their compensation as follows:

First through fifth years:	10 (ten) working days
Sixth through twentieth years:	15 (fifteen) working days
Twenty-first through twenty-fifth years:	20 (twenty) working days
Twenty-sixth and all subsequent years:	25 (twenty-five) working days

The vacation accrual rate during a twelve (12)-month employee's first five (5) years is eight-tenths (8/10) of a day per month; during the sixth through twentieth years the rate is one and one-quarter (1¼) days per month; during the twenty-first through the twenty-fifth years of service, the rate is one and two-thirds (1 2/3) days per month; during the twenty-sixth and all subsequent years of service, the rate is 2.08 days per month.

Earned vacation days may not be taken in advance of their accrual. No more than fifteen (15) days vacation will carry over after June 30th of any year.

Vacation leave shall be scheduled and approved in advance by the supervisor, principal or administrator. Efforts shall be made to enable vacation time to be taken at times convenient to the employee, and consistent with the needs of the service and the work load of the department.

The salary at which vacation is paid shall be the employee's current salary rate. An employee whose vacation time is earned and begun under a given status shall suffer no loss of earned vacation salary by reason of subsequent changes in conditions of employment.

210+ day employees who are hired into 260 day positions will be credited for purposes of vacation accrual according to their years of service in the 210+ day position.

**8-3 Jury Duty**

Time necessary for jury duty shall be provided. Support Staff Employees shall suffer no interruptions of pay because of jury duty so long as any court compensation received, exclusive of mileage and meal reimbursement, is remitted to the District.

#### **8-4 Unpaid Leave**

Support Staff Employees will be granted leave without pay for a period not to exceed six (6) months because of the Support Staff Employee's medically verifiable serious illness or disability of five (5) or more consecutive workdays, including pregnancy and maternity, after having exhausted all available sick leave or for the medically verifiable serious illness or disability of the spouse, child or parent of the employee.

Upon return from such leave, a Support Staff Employee will be placed in the same or comparable position as held prior to the leave. Absences of five (5) or more consecutive workdays will require a doctor's release prior to the Support Staff Employee's return to work. A Support Staff Employee who fails to report to work immediately following the expiration of an approved unpaid leave will be deemed to have voluntarily resigned.

#### **8-5 Organization Leave**

##### **8-5-A**

On July 1 of each year, the Organization shall be credited with fifteen (15) days aggregate leave to be used for Organization business. Such leave is not accumulative.

##### **8-5-B**

Organization leave must be requested by the Organization president not less than three (3) work days prior to the commencement of such leave.

##### **8-5-C**

The Organization will be billed for the average daily pay of the individual released for Organization leave.

#### **8-6 Unauthorized Leave**

Any absence without authorization shall be grounds for disciplinary action. Any unauthorized absence of three (3) consecutive workdays shall constitute an abandonment of position and will be treated by the District as a resignation except in cases of verifiable emergency approved by the Superintendent.

## Article IX HEALTH INSURANCE

### 9-1

The District agrees to offer group health, accident, optical, and life insurance to all eligible contracted Support Staff Employees who are contracted to work five (5) or more hours per day and at least twenty-five (25) hours per week.

### 9-2

The District will pay up to \$662.31 of the individual group health, accident, optical, and life insurance premium for all eligible Support Staff Employees covered by this Agreement for the full term of this contract commencing July 1, 2007 and ending June 30, 2008. The District shall pay any increase in the cost above \$662.31 during the 2008-09 school year. The group term life insurance included in this premium will be in the amount of \$20,000.00.

An Advisory Insurance Committee shall be formed consisting of the Director of Business Services, three teachers selected by the DCPEA, two classified employees selected by DCSSO, one bus driver selected by the Douglas County School Bus Drivers, and one administrator selected by the Douglas County Administrator Association.

The committee shall meet monthly unless a majority votes otherwise. No more than two (2) meetings per year may be cancelled.

The responsibilities of the committee shall be to:

1. Review the actuarial soundness of the plan.
2. Review the benefits and features of the program.
3. Review premium requirements.
4. Evaluate the plan administrator.
5. Review the re-insurance.
6. Evaluate and review any other factors that may affect the program.

7. Review bids from plan administrators and health insurance carriers when the committee deems it appropriate.
8. Review general claim issues.

Minutes from each meeting shall be distributed to the Board of Trustees within ten (10) working days after the meeting is adjourned. The committee shall make majority recommendations to the Board and employee organizations regarding suggested changes to the insurance program, which are subject to final approval by the Board, to be considered as a part of the annual renewal process.

**9-3**

Dependents of Support Staff Employees eligible for insurance benefits under the Agreement will be allowed to participate in this insurance program but shall bear the full premium cost for coverage afforded under this insurance program. Group term life insurance will not be offered to dependents.

**Article X    MEDICAL EXAMINATION**

**10-1**

Should the District require post-employment medical examinations or tuberculosis tests, the District will pay the cost of such examinations or tests provided the employee uses the District's appointed technician or physician.

**10-2**

Any examination required by any other government entity is not covered by this provision.

**Article XI    SAFETY**

**11-1**

The District will continue to provide safe, healthy working conditions for Support Staff Employees in accordance with applicable Nevada Revised Statutes. Support Staff Employees with possible exposure to blood/body fluid borne pathogens that cannot be practically addressed through other preventative measures, as determined by the Human Resources Administrator for Classified Employees and the Chief Health Nurse, in accordance with the District's Exposure Control Plan as prescribed by OSHA, will be given the option of receiving Hep A and/or Hep B vaccines at no cost to the employee.

**11-2**

Upon discovery, Support Staff Employees agree to report unsafe working conditions to their immediate supervisor as well as agree to comply with all applicable District safety regulations and procedures.

**Article XII NO STRIKE AGREEMENT**

**12-1**

Each contracted Support Staff Employee herein agrees that he will not instigate, promote, encourage, sponsor, engage in, or condone a strike, stoppage of work, or slow down of the operations of the District and that any such act is illegal.

**Article XIII GENERAL SAVINGS CLAUSE**

**13-1**

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 negotiation thereon at a time and date agreeable to both parties. The remainder of the Agreement shall remain in full force and effect.

**13-2**

The District shall not be bound by any requirement, which is not expressly stated in this Agreement. This Agreement terminates and supersedes those procedures, rules or regulations inconsistent with the provisions herein. The parties agree that during the negotiations, which culminated in this Agreement, each party enjoyed and exercised without limitations the right and opportunity to make demands and proposals or counterproposals with respect to any matter not reserved by policy or laws from compromise through negotiations.

## Article XIV                      COMPENSATION

### 14-1

The Salary Schedule for the 2007-08 school year shall be increased by 4% and 3% for 2008-09. The District will fund the statutorily required PERS contributions for all employees. (20.50% for employer-paid option and 10.50% for employee-employer paid option.)

Contracted Health Service Nurses who have completed their B.S.N. and possess a Nevada School Nurse endorsement shall be placed on the Classified Salary Schedule, Range 47, prorated for a 186 day position.

Instructional Aides, who meet the "highly qualified" state and federal requirements of HR1 and SB1, shall be placed on Range 14 of the salary schedule at the beginning of the contract year following the year in which the employee provides proof of meeting "highly qualified" requirements.

### 14-2

Helper/Cashier range is for food service workers hired before January 1, 1994. This range will be removed from the schedule when all affected employees in this range are no longer employed by the District or have been transferred or promoted to another range.

### 14-3

In the event a contracted Support Staff Employee is promoted, the promoted employee will be placed on a step at which the hourly rate is at least equivalent to the hourly rate of one's previous assignment. If the employee's previous rate was the employer/employee paid PERS rate (50%) and they choose to switch to employer paid PERS at the time of promotion, their previous rate will be matched to the 50% rate and they will be placed on that step at the employer paid rate (100%).

### 14-4

At the discretion of the school principal, a yearly stipend of \$500.00 may be paid to a qualified Support Staff Employee who provides bilingual services outside the employee's regular work day for the benefit of the school. The school principal will determine the qualifications necessary, the duties required and to whom the stipend will be given.

**14-5 Professional Growth**

Support Staff Employees will be given the opportunity to attend at least one District sponsored professional development class/course on a yearly basis during a non-student work day. Topics shall be based upon input from DCSSO and the needs of the District.

**Article XV TERM OF AGREEMENT**

**15-1**

This Agreement shall be effective as of the first day of July 2007 and shall remain in effect until the 30th day of June 2009.

**Article XVI CONTRACT PRINTING**

**16-1**

The expense of printing and distributing this Agreement shall be shared equally by the Organization and the District. Sufficient copies shall be printed to ensure that each employee with the bargaining unit shall receive a copy. Additional copies may be requested by either the Organization or the District.

**Article XVII DISTRICT RIGHTS**

**17-1**

Except as expressly modified or restricted by a specific provision of this Agreement, the School Trustees retain those management rights as provided by statute.

**17-2**

All other rights of management not expressly limited by the terms of this Agreement are also expressly reserved to the District even though not enumerated above. The expressed provisions of this Agreement constitute the only contractual limitation upon the District's rights.



## **Article XVIII      BREAKS**

### **18-1**

Each eight (8) hour Support Staff Employee is entitled to two paid ten (10) minute rest breaks. The first rest break should take place at or near the midpoint of the work period prior to the half (1/2) hour unpaid lunch break and the second rest break should be taken at or near the midpoint of the work period after the lunch break, making one's total day eight and one-half (8 1/2) hours.

### **18-2**

Employees who work fewer than eight (8) hours and work more than four (4) consecutive hours without a lunch break are entitled to one ten (10) minute rest break at or near the midpoint of the employee's work day (i.e., seven (7) hour employees with a lunch break are not entitled to a rest break if they do not work four (4) consecutive hours). Rest breaks may not be attached to the lunch break thus extending the lunch break.

### **18-3**

Neither lunch breaks nor rest breaks may be taken at the beginning or end of the shift to shorten the workday.

### **18-4**

All breaks are to be scheduled and taken at the direction of the employee's immediate supervisor.

### **18-5**

Employees unable to take a rest break will not receive any remuneration in lieu of the rest break.

## **Article XVIX      POSTING VACANCIES/TRANSFERS**

### **19-1**

The DCSSO agrees that the Personnel Administrator for Classified Employee Services in conjunction with the appropriate supervisor is authorized to make appointments to all vacant positions based upon the needs of the District. Prior to filling vacancies the procedures below will be followed.

1. All vacancies for bargaining unit positions, including such new positions, will be posted within the District at each school site, department and the District Office for a period of five (5) working days.
2. The posting shall include job title, wage classification, job location, and closing date for application.
3. The posting will not be filled for five (5) days from the date of posting during which time transfer requests by individuals within the job categories listed in the Appendix being posted shall be considered.
4. In considering whether a transfer will be granted or not, the District will examine the following criteria:
  - a. Previous experience
  - b. Satisfactory performance evaluations
  - c. Job-related training
  - d. Experience working with children

**ADDENDUM - MOU**

Memorandum of Understanding: The current dues paying member of the DCSSO, Janice Moore, is currently contracted for less than twenty (20) hours per week. Only this Support Staff Employee is currently covered and will be covered by this Agreement until such time as she discontinues paying dues or discontinues her employment with the District. This MOU is to be a binding agreement but not an integral part of the Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 8th day of January 2008.

Douglas County School District  
Board of Trustees

Douglas County School District  
Support Staff Employees

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**Douglas County School District  
2007-2009 LIST OF JOB FAMILIES  
APPENDIX A**

<b>CLASS TITLE</b>	<b>RANGE</b>
<b>AIDES</b>	
Aide, Instructional (Paraprofessional)	14
Aide (Classroom, Playground, Library, etc.)	11
Special Education Aide – Program Aide	11
<b>ATTENDANCE</b>	
Attendance Officer	31
Attendance/Detention Clerk	21
<b>BUILDINGS/SITE MAINTENANCE</b>	
Maintenance Specialist – HVACR	36
Maintenance Technician II	31
Maintenance Technician I	26
Groundsperson	23
<b>CLERICAL SERIES</b>	
Administrative Secretary	32
Student Information Specialist	31
Data Processing Specialist (Testing & Accountability)	28
Head School/Department Secretary	26
School/Department Secretary	23
School Account Clerk	23
Clerk-Typist	17
<b>COMPUTER SERVICES</b>	
Computer Systems Analyst	47
Network Analyst – WAN	47
Computer Specialist	40
Help Desk/Support Technician	26
Computer Technician (School)	23
<b>CUSTODIANS</b>	
Head Custodian	26
Custodian	23
<b>FOOD SERVICES</b>	
Nutrition Manager	18
Assistant Cook	14
Cashier II	12
Cashier I	10

**Douglas County School District  
2007-2009 LIST OF JOB FAMILIES  
APPENDIX A**

<b>CLASS TITLE</b>	<b>RANGE</b>
<b>HEALTH</b>	
Health Service Nurse – RN (BSN & State Endorsement)	47
Health Service Nurse – RN	34
Health Service Nurse – LPN	30
Health Aide	14
<b>HEARING IMPAIRED INTERPRETERS</b>	
Educational Interpreter/Tutor III	41
Educational Interpreter/Tutor II	40
Educational Interpreter/Tutor I	34
Hearing Impaired Tutor	23
<b>LIBRARY SERVICES</b>	
Library Media Technician, Senior	39
Library Media Technician	31
Library Assistant	23
<b>MECHANICS</b>	
Equipment Mechanic	42
Automotive Mechanic	36
Automotive Service Person	15
<b>SECURITY PERSON</b>	
	23
<b>TEACHER ASSISTANT</b>	
	31
<b>WAREHOUSE</b>	
Warehouse Manager	26
Mail Person	23
Warehouse Delivery	21

