

COMPREHENSIVE AGREEMENT
BETWEEN THE
CARSON CITY SCHOOL DISTRICT
AND THE
CARSON CITY HEALTH SERVICES PERSONNEL ASSOCIATION
2018-2019

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**COMPREHENSIVE AGREEMENT
 BETWEEN THE
 CARSON CITY SCHOOL DISTRICT
 AND THE
 CARSON CITY HEALTH SERVICE PERSONNEL ASSOCIATION
 2018-2019**

ARTICLE 1--AGREEMENT

This Agreement is made and entered into this 1st day of July 2018 by and between the School Board of Carson City, hereinafter referred to as the "School Board" and the Carson City Health Service Personnel Association, an affiliate of the Nevada State Education Association and the National Education Association, hereinafter referred to as the "Union."

ARTICLE 2--RECOGNITION OF THE UNION

The School Board does hereby recognize the Union as the sole collective bargaining representative for the duration of this Agreement for all Health Service Personnel with respect to wages, hours and working conditions, excluding supervisors and all other employees not named herein.

ARTICLE 3--PRINCIPLES

3.1 Right to Join or Not Join

It is recognized that RN's, Clinical Aides and LPNs have the right to join or not join the Union but membership in the Union shall not be prerequisite for employment or continuation of any employee.

3.2

This Agreement is an attempt to reach mutual understanding regarding matters related to terms and conditions of employment. The School Board and the Union recognize that the School Board is the legally constituted body responsible for policies covering all aspects of the Carson City School District.

3.3

The District and the Association agree not to discriminate against any person on the basis of race, color, national origin, sex, disability, age, or on any other basis protected by state or federal law, and it provides equal access to the Boy Scouts of America and other designated youth groups.

ARTICLE 4—DEFINITIONS

4.1

"**Union**" means the Carson City Health Service Personnel Association, and is the entity known as the Employee Organization in NRS 288.

4.2

"School Board" as used in this Agreement means the Board of School Trustees of the Carson City School District, and is the entity known as the Local Government Employer in NRS 288.

4.3

"School District" means the Carson City School District.

4.4

"School year" means the period of time from the first contracted day through the last contracted day as expressed in individual contracts executed between the District and members of the bargaining unit, except that the number of contract days or hours may be adjusted more or less provided that a proportionate corresponding adjustment is made with respect to the wage schedule set forth later in the Agreement.

4.5

"Superintendent" means the superintendent of schools of the Carson City School District.

4.6

"NRS 288" means Chapter 288 of the Statutes of Nevada, enacted by the Nevada Legislature, also known as the Local Government Employee-Management Relations Act.

4.7

"Days" means regular working days, unless otherwise indicated.

4.8

"Health service personnel" means all nurses and emergency medical technicians (Clinical Aide) employed by the Carson City School District.

The following personnel are not covered by the terms of this Agreement:

- a) Those employed as substitutes for health service personnel who are absent or on leave;
- b) Those employed as part time for 4 or less hours per day or for more than 4 hours a day but less than 95 consecutive days per year; and
- c) Those employed in a temporary position for less than 91 consecutive days at the same location.

ARTICLE 5--IMPASSE PROCEEDINGS

5.1

Both parties shall have the right to determine that an impasse has been reached during negotiations and may so declare. The parties agree that following the declaration of an impasse, the parties shall follow the procedures outlined in NRS 288.200.

ARTICLE 6--GRIEVANCE PROCEDURE

6.1 Purpose

The purpose of the procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise, affecting the welfare or working conditions of employees. Both parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

6.2 Definitions

- a. A "**grievance**" shall mean a complaint by a unit member, members or the Union that he/she, they or it has/have been treated inequitably by reason of any act or condition which is contrary to any agreement that is arrived at through the collective bargaining procedure under the Local Government Employee-Management Relations Act.

Any other complaints such as unfair treatment or treatment which differs from the customary practice will be handled through managerial discretion. Also excluded from the grievance procedure will be matters which have their review methods specified by law or complaints about rules, regulations and policy having the force or effect of the law.

- b. An "**aggrieved person**" means a person, group or Union making a complaint.
- c. A "**party of interest**" means 1) any person or persons making a complaint; 2) any person or persons who might be required to take action relative to the complaint; 3) any person or persons against whom action might be taken in order to resolve the complaint; or, 4) the Union.
- d. The term "**days**" when used in this article shall, except when otherwise indicated, mean working school days.
- e. The term "**superintendent**" means the superintendent of schools or a person designated to serve in his place.

6.3 Initiation of Group Grievances

- a. Where members of the negotiating unit in one or more schools have a grievance, the chairman of the grievance committee, in the name of the Union at their request, may initiate a group grievance on their behalf. In such a case, a written grievance shall be filed originally with the superintendent, and information copies of the grievance shall be sent by the chairman simultaneously to the principal or principals of the employees involved.

- b. The Union shall have the right to initiate a grievance growing out of an alleged violation of Union rights under this contract. Any such grievance shall be initiated by filing the written grievance in the first instance with the superintendent. Appeals to the superintendent or grievance filed originally with him under this article shall be heard by the superintendent within twenty (20) days of the receipt by him of the appeal or grievance. Written notice of time and place of hearing shall be given five (5) days prior thereto to the chairman of the grievance committee and any administrator involved in the grievance. The superintendent shall render his decision, in writing, within ten (10) days after concluding the hearing.

6.4 General Procedures

- a. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort shall be made to expedite the process.
- b. In the event a grievance is filed that cannot be processed before the end of the school term and that if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure shall be exhausted prior to the end of the school term or as soon thereafter as practicable.
- c. In the event a grievance is filed so that sufficient time as stipulated under all levels of the procedure cannot be provided before the last day of the school year, and should it be necessary to pursue the grievance to all levels of the appeals, then said grievance shall be resolved in the new school term in September under the terms of the agreement and grievance procedure in effect at the time the grievance was filed and not under the succeeding agreement procedure.

6.5 Provisions Applicable to All Grievances

- a. The filing or pendency of any grievance under the provisions of this article shall in no way operate to impede, delay or interfere with the right of the School Board to take action complained of, subject however, to the final decision on the grievance.
- b. Members of the negotiating unit will follow all written and verbal directives, even if such directives are allegedly in conflict with the provisions of this Agreement. Compliance with such directives will not in any way prejudice the employee's right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance. The single exception to the above is a situation where the health or safety of persons involved may be adversely affected.
- c. The act of filing a grievance is not to be construed as insubordination.
- d. Any party of interest may be represented at all stages of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a

representative or an officer of any competing organization. When a party is not represented by the Union, the Union shall have the right to be present and to state its view at all stages.

- e. Failure at any step of this procedure to communicate the decisions in writing on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure at any step of this procedure to appeal the decision to the next step in writing on a grievance within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- f. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- g. Forms for processing grievances shall be jointly prepared by the superintendent and the Union. The forms shall be printed by the School Board and given appropriate distribution by the parties so as to facilitate operations of the grievance procedure.
- h. If any member of the Union's grievance committee is a party in interest to a grievance, he/she shall not serve as the Union's grievance representative in the processing of such grievance.
- i. The administration will cooperate with the Union in its investigation of any grievance and further, will furnish the Union with such information that is pertinent and available as is requested for the processing of the same grievance. In turn, the Union will furnish the School District with such information that is pertinent and available as is required for the processing of the same grievance.
- j. Nothing herein contained shall be construed as limiting the right of any person having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement.
- k. Nothing contained in this article or elsewhere in this Agreement shall be construed to prevent any person from presenting and processing a grievance and having it adjusted without intervention or representation by the Union if the adjustment is not inconsistent with the terms of this Agreement.
- l. The sole administrative remedy available to any person for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to the grievance procedure. Any person who has pursued any administrative remedy other than that provided under this grievance procedure should not be entitled to proceed under this grievance procedure.

However, nothing contained herein shall deprive a person of pursuing his/her legal right in our state or federal courts. No reprisals of any kind shall be taken by either party against any party in interest, any school representative or any other participants in the grievance procedure by reason of such participation.

- m.** In the course of investigation of any grievance, representatives of the Union shall report to the principal of the building being visited and will state the purpose of the visit immediately upon arrival.
- n.** Every effort will be made by all parties to avoid interruption of classroom activities and to avoid involvement of students in all phases of the grievance procedure. Grievance discussions shall not be permitted to take any staff member away from his/her regular responsibilities and student-centered activities. Specifically, this means that no person shall be excused from his/her responsibilities during work time regardless of the complaint or who is involved. Unless special circumstances require otherwise, as determined by the superintendent and the chairman of the grievance committee, grievance hearings should not interfere with the ongoing student-centered activities.
- o.** Where administrative personnel are named in the grievance procedure to receive grievances and they are a party to the grievance, the grievance shall be submitted to the next highest authority.
- p.** The Union agrees that it will not bring or continue and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of the School Board, and the School Board agrees that it will apply to substantially similar situations the decision of the School Board sustaining a grievance.
- q.** When a grievance is submitted to the superintendent or goes to arbitration, neither party may submit new evidence. Should either party do so, the grievance would have to be remanded to the level where the grievance was originally launched.

6.6 Initiating and Processing

a. Level One - Principal

1. A person with a grievance shall, within ten (10) days of the knowledge of the act or condition, first discuss the grievance with his/her principal or immediate supervisor either individually or through the grievance committee representative with the objective of resolving the matter informally. The principal shall dispose of the grievance within ten (10) days after the discussion. If such disposition is not made, it shall be understood the grievance was denied.
2. A person with a grievance will then submit the grievance to the Union grievance committee for review and this committee should screen these complaints of persons for which the Union shall provide counsel, endorsement and/or representation. If a person is unable to obtain the endorsement of the Union, he/she shall be permitted to lodge the grievance procedure. Such complaints may be handled in whatever manner wise personnel practice dictates.

3. If the person is not satisfied with the disposition of his/her grievance, he/she may file a written grievance with the principal within fifteen (15) days following the act or condition which is the basis of his/her complaint. The principal will send information copies as to time and place of a hearing which shall be within five (5) days of the filing of the complaint to the aggrieved person, to the chairman of the Union's grievance committee and to the superintendent. After the hearing, the principal shall communicate his/her decision in writing within five (5) days to the aggrieved person and to all persons present at the hearing and to the superintendent.
4. When a supervisor and/or principal feels he/she would like a witness to a grievance hearing, at any stage, he/she should feel free to involve another administrator.

b. Level Two - Superintendent

1. Within five (5) days of receipt of the decision rendered by the principal in regard to such hearing, such decision may be further appealed by the aggrieved person to the superintendent. The appeal shall include a copy of the decision being appealed and the grounds for regarding the decision incorrect. The appeal shall be in writing, dated, and the receipt of the appeal initialed or recorded by the superintendent by date and time. It shall also state the name of all persons officially present at the prior hearing and such persons shall receive a copy of the appeal.
2. Appeals to the superintendent shall be heard by the superintendent within ten (10) days of the receipt of the appeal. Written notice of the time and place of the hearing shall be given by the superintendent five (5) days prior thereto to the aggrieved person, his/her representative, if any, the Union grievance representative, and any administrator who has theretofore been involved in the grievance.
3. Within twenty (20) days of hearing the appeal, the superintendent of schools shall communicate to the aggrieved person and all other parties officially present at the hearing, his written decision which shall include supportive reason therefore. A copy of the decision will be sent to the chairman of the grievance committee.

c. Level Three – Mediation

If the grievant and/or CCHSPA is not satisfied with the disposition of the grievance by the Superintendent, the parties may mutually agree in writing to have the grievance submitted to mediation within five (5) days of the Superintendent's decision. The mediator shall be appointed by the Federal Mediation and Conciliation Service. The mediation shall be conducted within thirty (30) days of the appointment of the mediator. The mediator shall have no binding authority. Any mediated agreement voluntarily agreed to by both parties will be binding and not subject to further appeal or court action. Any fees imposed by FMCS shall be equally split by the parties.

d. Level Four - Arbitration

1. In the event the grievance is not settled at the previous level, the aggrieved party may elect arbitration of the unresolved grievance in accordance with the following provisions:
 - a) Not later than ten (10) days after the superintendent has rendered his decision either party shall inform the other party, in writing, of their intent to request arbitration. If the School District requests arbitration, the superintendent shall send his informative notice to the chairman of the Union grievance committee. If the Union requests arbitration, the chairman of the Union grievance committee shall send the informative notice to the superintendent of schools.
 - b) The parties will jointly request from the list of seven (7) arbitrators from which the arbitrator shall be selected. Such selection shall be accomplished within ten (10) days by the Union and the School District, each striking one (1) name from the list in turn until only one (1) name remains. The Union shall strike first.
 - c) The arbitrator shall not have the authority to modify, amend, alter, add to, or delete from any provisions of this Agreement. An arbitrator in the absence of the expressed written Agreement of both parties shall have no authority to rule on any dispute between the parties other than the dispute which was originally processed.
 - d) The arbitrator's decision shall be submitted, in writing, to both parties and shall be final and binding on the parties to this Agreement unless he/she exceeds the powers specified herein, or is guilty of procedural error prejudicing the rights of either party as defined by Federal Labor Law decisions.
 - e) The expenses of arbitration, including the arbitrator's fee, cost and expenses, and the cost of the arbitrator's transcript shall be borne exclusively by the party that has not prevailed. All other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expenses.
 - f) All hearings held by the arbitrator shall be in closed sessions and no party to or in any way associated with the arbitration shall comment outside the arbitration itself until the arbitrator renders a decision.
2. No reprisals of any kind will be taken by the School Board or by any member of the administration against any party because of filing a grievance or because they participated in an orderly manner in the grievance procedure on behalf of the grievant or representative or any person present on their behalf for the time spent in processing a grievance in accordance with the provisions of this article. The time for a grievance meeting must be approved by the superintendent of schools and by

the Union and/or the grievant. It may occur during or outside the school day. In the event a grievance meeting is scheduled and held during the school day, those employees covered by this Agreement who participate in such a meeting may do so without loss of pay.

3. No provision of this article shall be construed to prevent any individual employee covered by this Agreement from discussing any problem, dispute, or even a grievance as defined herein with any supervisor outside the presence of a representative of the Union. However, such discussion shall not relieve any party from compliance with other provisions of this article in the absence of an expressed written waiver of such provisions.
4. The parties hereby recognize the existence of Policies and Administrative Regulations of the School District to which the employees covered by this Agreement are bound, and which are subject to change by the School Trustees of the School District. The parties agree that any disputes arising under the application and/or administration of such policies or regulations relating to subject matter not covered by the provisions of this Agreement shall be processed as a complaint on policy.

ARTICLE 7--USE OF FACILITIES

7.1

The Union shall have the right to use school mail boxes and the inter-school mail service for organizational material, provided all such material is clearly identified and the Union accepts the responsibility for such material. Copies of all such material shall be given to the building principal if Carson City School District's material, postage or copy machine is used.

7.2

The Union shall be allowed the use of school buildings for Union meetings on regular school days so long as arrangements have been made with the superintendent of schools or an authorized representative. Such meetings shall not conflict with any regular or special educational activities and such use shall not involve additional or extra custodial services and/or other unusual expense to the District. Use of buildings on other than school days requires the approval of the superintendent in addition to the school principal. Any added expense resulting from Union use shall be paid by the Union.

ARTICLE 8--DUES DEDUCTIONS

8.1

The School Board agrees to deduct from the salaries of its employees Union dues for the persons who individually voluntarily authorized the School Board to deduct, and to transmit the monies promptly to the Union. Deduction authorization will be written on forms provided by the Union.

8.2

The Union will certify to the School Board in writing the current rate of membership dues. The School Board will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.

8.3

Deductions referred to in Section 8.1 above will be made in equal installments once each month during the year. The School Board will not be required to honor for any month's deduction any authorizations that are delivered to it later than the 15th day of the month prior to the distribution of the payroll from which the deductions are made.

8.4

No later than October 15th of the each year, the Union will provide the School Board with a list of those employees who have voluntarily authorized the School Board to deduct dues for the organizations named in Section 8.1 above. The Union will notify the School Board monthly of any changes in said list. Any person desiring to have the School District discontinue deductions he/she has previously authorized must notify the School Board in writing by September 15 of each year for that school year's dues.

8.5

The Union shall indemnify and save harmless the employer from any and all claims, demands, suits and costs, incurred in connection with any such claim, demand and suit, resulting from any action taken by the employer for the purpose of complying with the provisions of this article.

The School Board may at its option direct the coordinator of business and finance to act on behalf of the School Board.

ARTICLE 9--UNIT MEMBER PROTECTION

9.1

The School District will provide legal assistance within the limits of any insurance policy the School District may have for such purposes, for any person who is sued for any alleged incident which occurs in the pursuance of his/her duties and within the limits of his/her assigned responsibility, as may be determined by any court of competent jurisdiction.

- a.** Such reports shall be made to the Unit member's principal or immediate supervisor for immediate forwarding to the School Board through the superintendent's office.

9.2

- a.** An employee covered by this agreement while acting in pursuance of his/her duties may use physical force as is reasonable and necessary to protect himself/herself or for the

protection of others or the property of the School District from possible injury or to quell a disturbance threatening physical injury.

- b.** An employee covered by this agreement may expect an administrator or his/her designee to react in a reasonable amount of time if there is an expectation of physical injury to an employee or student of the District, or physical damage to District property is occurring or imminent.
- c.** An employee covered by this agreement will not be required to perform any duty or act outside the scope of his/her employment which unreasonably threatens the employee's or student's physical safety or well-being.
- d.** The District agrees to assist an employee covered by this agreement who is assaulted while acting within the scope of his/her employment in accordance with District policies and direction. Administrative leave may be authorized by the Superintendent, upon request, without deductions to sick leave.

9.3

No formal action shall be taken upon any complaint by a parent of a student directed toward a Unit member, nor shall any notice thereof be included in said Unit member's personnel file unless such matter has been reported in writing to the Unit member within seven (7) working days of said complaint.

9.4

If any question of breach of professional ethics is involved, the Union and the School Board shall be notified within seven (7) days of the initiation of formal action.

9.5

Unit members shall have the right to be present during parent conferences that bear upon the Unit member's responsibilities. A principal may confer with the parents without Unit member's attendance when such meetings are strictly for the purpose of securing factual evidence to substantiate or refute the complaint.

9.6

No post probationary employee covered by this Agreement will be disciplined, suspended, demoted or terminated for disciplinary reasons without just cause. Disciplinary actions below the level of suspension, demotion and termination may only be appealed to the Superintendent's level which decision will be final and binding on the parties.

9.7

The probationary period under this Agreement shall be defined as 183 consecutive workdays from date of hire.

ARTICLE 10--UNIT MEMBERS HOURS

The building principal or the superintendent may require attendance at their discretion, of any Unit member, at staff meetings, in-service meetings, parent conferences or other similar activities designed to further the education needs of the District.

ARTICLE 11--PROFESSIONAL COMPENSATION

11.1

Compensation

FY 2019: There shall be a 2% salary increase to the 2017-2018 salary tables calculated as in prior years effective the first full pay period of the contracted 2017-2018 contracted school year (August 15, 2018).

Longevity

10 year additional increment – Employees who have completed 10 years of continuous service shall receive a total of \$500 in addition to their schedule salary.* Effective for the 2013-2015 term and this increment will be \$625.

15 year additional increment – Employees who have completed 15 years of continuous service shall receive a total of \$1150 in addition to their schedule salary.* Effective for the 2013-2015 term and this increment will be \$1,200.

20 year additional increment – Employees who have completed 20 years of continuous service shall receive a total of \$1400 in addition to their schedule salary.* Effective for the 2013-2015 term and this increment will be \$1,700.

*Longevity increment is not added to the base salary and is payable on the final payroll check in June [30 Payroll check].

Definitions of Headings:

A = Nurse R.N. (without baccalaureate degree in nursing or endorsements pursuant to NAC 391.305 or 391.310)

B = School Nurse Endorsement (R.N. plus baccalaureate pursuant to NAC 391.305) + 16 semester hours in health or education related courses.

C = (1) School Nurse Endorsement (R.N. plus baccalaureate pursuant to NAC 391.305) + 32 semester hours in health or education related courses

(2) School Nurse Endorsement – (R.N. plus baccalaureate of science in nursing pursuant to NAC 391.305)

D = (1) School Nurse Endorsement (R.N. plus baccalaureate pursuant to NAC 391.305) + 48 semester hours in health or education related courses

(2) School Nurse Endorsement – (R.N. plus baccalaureate of science in nursing pursuant to NAC 391.305) + 16 semester hours in health or education related courses

E = (1) School Nurse Endorsement (R.N. plus baccalaureate pursuant to NAC 391.305) + 64 semester hours in health or education related courses

(2) School Nurse Endorsement – (R.N. plus baccalaureate of science in nursing pursuant to NAC 391.305) + 32 semester hours in health or education related courses

F = (1) School Nurse Endorsement (R.N. plus baccalaureate pursuant to NAC 391.305) + 80 semester hours in health or education related courses

(2) School Nurse Endorsement – (R.N. plus baccalaureate of science in nursing pursuant to NAC 391.305) + 48 semester hours in health or education related courses

(3) Professional School Nurse Endorsement (pursuant to NAC 391.310)

Full-Time – Equivalent Status:

- a. Employees with a regular work week which averages 20 hours or more will have, in addition to their salary, the current costs paid by the Carson City School District to the Public Employees Retirement System (PERS) for retirement benefits.

Vertical Movement on the Salary Schedule:

- b. Employees will advance a maximum of one step for the 2014-2015 school year on their anniversary date provided they have completed the necessary years of service on the compensation schedule. Employees may then advance a maximum of one step each school year thereafter through the top step in the salary range.

Quarter Hours to Semester Hours Conversion:

- c. One quarter hour is equal to two-thirds of a semester hour.
- d. All health service personnel shall work the full school year which will be termed as 183 days at 7 1/2 hours per day which includes a one-half hour lunch period for Registered Nurses, and 183 days at 7 1/2 hours per day which includes a one-half hour lunch period for RNs, LPNs, and Clinical Aides.

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CLINICAL AIDE & LICENSED PRACTICAL NURSE (L.P.N.)
SALARY SCHEDULE 2018-2019

Years of Experience	Clinical Aide Column B	LPN Column C	LPN + 16 Column D	LPN + 32 Column E
1	\$18,844.02	\$19,303.68	\$19,765.33	\$20,228.94
2	\$19,765.33	\$20,284.42	\$20,746.07	\$21,215.63
3	\$20,746.07	\$21,310.72	\$21,770.38	\$22,228.06
4	\$21,774.35	\$22,392.51	\$22,850.18	\$23,309.85
5	\$22,850.18	\$23,220.69	\$23,680.34	\$24,143.96
6	\$23,926.03	\$24,292.56	\$24,760.15	\$25,221.78
7	\$24,999.88	\$25,368.40	\$25,737.22	\$26,293.66
8	\$26,083.64	\$26,004.40	\$26,473.96	\$26,951.45
9	\$26,689.92	\$26,638.40	\$27,119.86	\$27,605.27
10	\$27,296.20	\$27,272.42	\$27,765.77	\$28,253.16
11	\$28,019.37		\$28,375.99	\$28,865.37
12			\$29,142.75	\$29,646.00

* The table above reflects a 2% base salary increase for FY 2019.

*On or about July 1, 2019, the Clinical Aide and LPN classifications will accrete into the Carson Educational Support Association (“CESA”), and will, thereafter, be recognized as members of the CESA bargaining unit, and covered by the collective bargaining agreement between CESA and the District. At that time, base pay for said classifications will be established under the CESA collective bargaining agreement. The parties hereby agree that these classifications will be subject to the salary and classification studies set out within the CESA CBA with the District.

*At midnight on June 30, 2019, this contract will become void and will cease to have any impact or effect on the CCHSPA and/or the District.

REGISTERED NURSES (R.N.) SALARY SCHEDULE 2018-2019

*The following chart will be amended to reflect a 2% base rate of pay increase for FY 2019.

*On or about July 1, 2019, the classifications set out in the following chart, excluding Nurse RN/2 Year Registered Nurses, will accrete into the Ormsby County Education Association (“OCEA”) and will, thereafter, be recognized as members of the OCEA bargaining unit, and covered by the collective bargaining agreement between OCEA and the District. At that time, base pay for said classifications will be established under the OCEA collective bargaining agreement.

*Nurse RN/2 Year Registered Nurses will be accreted into the CESA bargaining unit on July 1, 2019.

*At midnight on June 30, 2019, this contract will become void and will cease to have any impact or effect on the CCHSPA and/or the District.

Years of Exper.	Nurse RN / 2 Year RN	School Nurse RN +16 Credits	School Nurse RN +32 Credits & School Nurse BSN	School Nurse RN + 48 Credits & School Nurse BSN +16 Credits	School Nurse RN + 64 Credits & School Nurse BSN +32 Credits	School Nurse RN +80 Credits & School Nurse BSN +48 Credits
	Column A	Column B	Column C	Column D	Column E	Column F
1	\$33,228.17	\$33,776.98	\$34,331.74	\$35,308.51	\$35,849.41	\$36,368.51
2	\$34,309.95	\$34,848.86	\$35,385.80	\$36,388.33	\$36,929.21	\$37,442.36
3	\$35,385.80	\$35,924.71	\$36,463.61	\$37,466.14	\$38,001.09	\$38,520.19
4	\$36,463.61	\$37,002.52	\$37,539.45	\$38,540.00	\$39,080.89	\$39,596.03
5	\$37,539.45	\$38,074.40	\$38,615.29	\$39,619.81	\$40,154.76	\$40,671.87
6	\$38,615.29	\$39,152.22	\$39,691.13	\$40,695.64	\$41,228.60	\$41,747.70
7	\$39,691.13	\$40,232.02	\$40,763.00	\$41,769.50	\$42,310.40	\$42,825.53
8	\$40,761.03	\$41,303.90	\$41,842.81	\$42,847.32	\$43,388.21	\$43,901.36
9	\$41,834.88	\$42,379.74	\$42,922.61	\$43,919.20	\$44,460.09	\$44,977.21
10	\$42,910.72	\$43,451.61	\$43,994.49	\$44,995.04	\$45,535.93	\$46,053.05
11	\$44,071.76	\$44,525.48	\$45,070.32	\$46,066.91	\$46,607.81	\$47,124.93
12		\$45,587.43	\$46,142.20	\$47,142.75	\$47,681.66	\$48,196.81
13			\$47,214.08	\$48,218.59	\$48,755.52	\$49,272.63
14			\$48,287.94	\$49,292.45	\$49,827.40	\$50,344.51
15			\$49,595.59	\$50,364.33	\$50,895.31	\$51,412.43
16					\$51,969.17	\$52,486.29

11.2 Terms and Date of Payment

- a. All employees will be paid over 12 months or the school year. Individual employees cannot be paid on different schedules from the bargaining unit. If the bargaining unit does not notify the District to the contrary in writing by June 30th, the bargaining unit including all employees covered by the Agreement will be paid over a twelve (12) month period for the next school year. Changes to the method of payment will not be made after June 30th or during the school year.
- b. Unit members terminating their employment can make arrangements to have the balance of their contract paid by making arrangements with the superintendent, financial conditions permitting.

11.3

Registered Nurses may move horizontally on the salary schedule as indicated on each salary heading column. Credit from an accredited college or university which has been earned after employment with the District may be applied for column advancement if those credits are obtained from courses in the area of health care which are required for attainment of the next level of endorsement as set forth by the Department of Education.

11.4

An employee shall not be additionally compensated for teaching a class or classes or for preparing for such when done within the normal workday. Employees may refuse, however, to teach any classes if they do not want such assignments.

Nothing above shall be construed as to limit an employee's responsibility to relay proper health care information and service to students or staff as may be required in day-to-day job routines and requirements.

11.5

Employees who have obtained prior verbal and/or written approval by their supervisor or principal to work in excess of the regular school day, shall be compensated at their regular hourly rate of pay for such time.

Employees who respond to a medical emergency involving aid for a student which necessitates their presence and in so doing works in excess of their regular school day, shall be compensated at their regular hourly rate of pay for such time. The employee will prepare a written report for their supervisor the next working day setting forth the circumstances of the emergency and why their presence was needed. The supervisor will approve the additional hours if there is verification that medical emergency aid was rendered and that it required the presence of the employee.

11.6 Educational Increment

Educational Degrees: Employees will be paid an annual increment of a maximum of \$1,000 for an Associate of Arts degree(s) or an annual increment of a maximum \$1,500.00 for a Bachelor of Arts or Bachelor's of Science or Masters degree(s) from an accredited institution approved by the Associate Superintendent for Human Resources unless the degree is a requirement of the classification. This annual increment will be prorated for the number of months that the employee has the degree. There is a maximum of one increment paid under this section no matter how many degrees an employee has. If an employee has an AA degree(s) and a BA/BS and a Master's degree(s) the employee will only be paid for one degree for a maximum of \$1,500.00 per year. The above salary increment is subject to PERS contributions and will be paid separately each pay period or a pro-rated amount through the remainder of the year if the degree has been earned is earned during the year.

ARTICLE 12--CONTRACT OF EMPLOYMENT

12.1

This Agreement, when ratified by both parties shall be incorporated by reference and become a part of the Unit member's contract of employment.

ARTICLE 13--NOTIFICATION OF VACANCIES AND PROMOTIONS

13.1

Vacancies which occur in professional positions in the Carson City School District at any time during the school year shall be publicized in the individual schools throughout the School District as well as the bulletin board in the administration building.

13.2

Persons who desire to apply for a promotional position which may be filled during the summer vacation period may submit their names to the personnel department together with the position or positions they desire to apply for, and an address where they can be reached during the summer vacation period. The personnel department shall notify such persons of any vacancy in a position for which they desire to apply. Such notice and application forms shall be sent at least ten (10) days before the final date when the applications are to be submitted.

13.3

Notices of promotional vacancies shall set forth the information pertinent to the positions, i.e., qualifications, requirements, duties, salary, plus any other items deemed pertinent. Promotion is defined as the achievement of a professional position which pays a higher salary differential or is on a higher salary schedule than the regular salary schedule.

13.4

Nothing in the foregoing sections shall be construed to prohibit filling a vacancy by temporary appointment pending the selection of a permanent appointee. Substitutes or Part Time Health Service Personnel shall be placed in such position until the vacancy is filled as determined necessary by the Superintendent or designee.

ARTICLE 14--LEAVE

14.1 Sick Leave

Each full-time employee of the Carson City School District shall be allowed at the beginning of the school year 15 days of which no pay deductions shall be made because of personal illness or accident. There shall be no limit as to the accumulation of sick leave if service is continuous.

- a. Personal illness or accident is defined as illness or accident to the employee. A doctor's statement may be requested for any absence, but it is mandatory after ten days. This mandatory doctor's statement will include the anticipated length of absence and the reason for the absence. Before the employee may return to his or her normal duties, a doctor's release must be submitted to the superintendent or his designee.
- b. For the absence due to the conditions stated above, beyond the accumulated sick leave allowance, pay deductions will be made in proportion to the basic salary per day based on the number of days stated on the contract.
- c. Accumulated sick leave not to exceed 15 days in any one school year may be used for illness, death or accident for members of the immediate family. Extensions beyond the 15 days may be granted by the School Board. Immediate families defined as husband, wife, children, father, mother, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, foster parents, sister-in-law, brother-in-law, stepparents, half brothers, adopted children, stepchildren and grandparents.
- d. Termination of employment automatically erases any sick leave benefits. Reemployment after termination begins another term in the accumulation of sick leave.
- e. Sick leave allowance is granted only under the legal designation, personal illness, or because of serious illness, accident, or death of a member of the immediate family. Failure to report to work because of weather conditions, road conditions, or any reason other than those reasons stated by law will require a per diem deduction from the salary of the person.
- f. Sick leave earned in another school district in Nevada may not be transferred to the Carson City School District.

Health service personnel covered by this Agreement who begin employment after the start of the school year or who terminate prior to the end of the school year will earn sick leave on a pro rata basis set in the following formula:

Number of days to be worked or actually worked x 15 days = sick leave days earned 183 days

- g. In the event any employee does not complete the number of days required by his/her contract, the number of such days used in excess of the number of pro-rated days earned will be deducted when the final pay of the terminating employee is computed. Employees who begin service later in the school year will earn sick leave on a pro-rated basis at the rate of 1 1/2 days for each school month.
- h. The principal shall make available, not later than the beginning of September, the accumulated sick leave as of that date.
- i. Under no circumstances will an employee be paid for more sick leave than is indicated in his/her account. In cases of dispute concerning the number of days of sick leave an employee has in his/her account, the records maintained in the personnel office will be considered as the official record.
- j. Each year, a health service employee with more than 165 accumulated sick leave days may convert a maximum of 15 sick leave days to 1 personal leave day. The employee must

always maintain a sick leave balance, after conversion, that is equal to or greater than 150 days in order to be able to convert sick days to 1 personal day. An employee who intends to convert sick leave days to 1 personal day must notify the District by September 30th on a form provided by District Finance.

14.2 Maternity Leave and Child Adoption Leave

- a.** Pregnancy, childbirth, false pregnancy, termination of pregnancy and recovery therefrom and any temporary disability resulting therefrom shall be treated as any other temporary disability for all job-related purposes under the provisions of sick leave. An employee is able to use accumulated sick leave up to maximum of six (6) weeks for maternity leave. Maternity leave beyond six (6) weeks may be granted based on a physician's excuse if the employee has accrued sick leave to cover the extension or as unpaid leave under the provisions and subject to the requirements of the FMLA. FMLA leave will be concurrent with any maternity leave.
- b.** An employee is entitled to use accumulated sick leave for adoption purposes under the following guidelines:
 - 1. A maximum of six (6) weeks adoption leave will be permitted to either the mother or father, but not simultaneously Adoption leave must be taken immediately upon receiving child or as provided by the FMLA. Leave beyond six (6) weeks may be granted under the provisions of and subject to the requirements of the FMLA. FMLA leave will be concurrent with any adoption leave.
 - 2. Adoption leave will be granted only for children who are between the ages of birth and six (6) years of age at the time of adoption or under age requirements provided by the FMLA if FMLA leave used.
 - 3. The employee should notify his or her supervisor at least ten (10) days in advance of his or her desire to use adoption leave. In cases where ten (10) days advance notice is not possible, the employee should give as much advance notice as possible.

14.3 Leave Without Pay

Leave of absence without pay for a school year may be granted by the School Board to regular employees who have completed at least three continuous years of service to the District, upon written request to the School Board, prior to July 1, preceding the year of requested absence. Leave without pay may be granted for the following reasons or such other reasons that the School Board feels appropriate: a) approved study; b) approved travel; c) exchange with counterpart within another school system; d) health; e) child rearing; and f) service in and for the armed forces of the United States.

- a.** All persons who are on leave of absence without pay must notify the Carson City School District Personnel Office, in writing, of their intent to return to the Carson City School District. This written notification must be received by the Carson City School District Personnel Office on or before March 15. Failure to comply will terminate the reemployment agreement.

- b.** In the event that the original request for leave has not been complied with, the employee must submit in writing the reasons for non-compliance with the original leave request. In the event of such non-compliance the School Board, at its discretion, may terminate the agreement to reemploy.
- c.** Persons granted a leave of absence will return to duty at the same status on the salary schedule unless the employee has qualified for advancement as shown at the date the leave was granted. While assurance cannot be given to the employee returning as to his/her building, grade or position assignment, every effort shall be made to return him/her to the position he/she left. He/she shall also be credited with the unused sick leave accumulated at the time the leave of absence was granted.

14.4 Military Leave

Military leave will be granted under the provisions of NRS 281.145.

14.5 Sabbatical Leave

Registered Nurses, Licensed Practical Nurses, and Clinical Aides (effective on and after July 1, 2010) who have seven (7) or more years of continuous service in the Carson City School District, may be eligible for sabbatical leave under the following conditions:

- a.** Applications for sabbatical leave must be submitted to the personnel office no later than March 1 of the school year immediately preceding the year of the sabbatical.
- b.** Applicants must submit a formal educational plan for the sabbatical leave, which includes full-time study at an accredited college or university (minimum equals the minimum number of credit hours which meet the requirements for full-time study at the attending college or university for each semester of the sabbatical leave). The educational plan must focus upon improving health or educational skills.
- c.** Successful applicants will be entitled to one-half (1/2) salary during the sabbatical leave. The School District will also provide employer-paid retirement benefits and group health insurance as provided elsewhere in this Agreement.
- d.** Successful applicants must provide a surety bond in the amount of the sabbatical stipend to ensure that they will return to the Carson City School District and serve a minimum of two (2) years following completion of the sabbatical leave.
- e.** After completion of the sabbatical leave, returning employees must submit a formal written report to the superintendent.
- f.** Employees will receive a service time for the sabbatical leave.
- g.** Credits earned while on sabbatical may be used for advancement on the salary schedule.

- h. No more than one (1) Registered Nurse or one (1) Licensed Practical Nurse or one (1) Emergency Medical Technician_employee may be on sabbatical leave from the Carson City School District during any academic year.
- i. Approval of sabbatical leave for Emergency Medical Technicians subject to employee being pre-admitted into an accredited Registered Nurse (RN) or Licensed Practical Nurse (LPN) degree program and obtaining RN degree and Nevada RN or LPN licensure.

The superintendent will review all applications and may select a candidate for the sabbatical. In making the decision to grant sabbatical leave, the superintendent will take into consideration the ability to fill the vacancy by an Emergency Medical Technician or Licensed Practical Nurse or a Registered Nurse with a School Nurse Endorsement or School Nurse Professional Endorsement for the duration of the sabbatical leave, the proposed educational plan as compared to the needs of the School District, and the ability of the School District to meet the financial requirements imposed by granting such leave.

14.6 Absence for Professional Purposes

The superintendent may authorize absences of employees for professional purposes with pay provided that such attendance will render an educational service or value to the Carson City School District. Additional absence for professional purposes may be granted on specific authorization of the School Board. All requests for professional absence will be made to the superintendent of schools.

14.7 Absence for Jury Duty

- a. Absence for jury duty shall not count in calculating absence limitations under other sections. The salary paid by the Carson City School District under such absence shall be at the regular rate.
- b. An employee called for jury duty must report daily to the immediate supervisor as to the jury's schedule for the following work day.
- c. An employee will be released from all school obligations the entire day of a jury summons, even if the jury duty lasts only a portion of that day.
- d. The employee may retain any pay given by the court.

14.8 Paid Leave for Personal Business

- a. All full-time health service employees will be entitled to two (2) days of personal leave with pay to be credited at the beginning of each school year.
- b. Personal leave days may be taken in hourly increments and granted in accordance with this article will be granted without any limitation on the purpose for the use of such leave and shall only be limited by the provisions of 14.8 (c and d) as stated below when a substitute is not required otherwise will be taken in minimum half day increments.

- c. Employees eligible for personal leave shall notify their principal and/or supervisor, in writing, of the intended use of a half day, day or hour(s) of personal leave at least five (5) school days prior to the date to be used except in cases of personal emergencies. In the latter case, notice should be given as early as possible.
- d. Personal leave days will be approved by the principal and/or supervisor, in writing, whenever the requests do not jeopardize the health and well being of students and staff in terms of the number of requests per building and the availability of satisfactory substitutes. The determination of whether or not the health and well being of students and staff would be jeopardized and the availability of satisfactory substitutes will be made solely by the principal and/or supervisor.
- e. There shall be no limit as to the accumulation of unused personal leave if service is continuous. Yet, at no time may a person use more than five (5) days in any one school year.
- f. When an employee is hired after the beginning of a school year he/she will be credited with personal leave as follows:
 - 1. A full-time employee must serve the District one-half or more of the contractual year to be credited with two days personal leave.
 - 2. A full-time employee who serves the District more than one-fourth but less than one-half of the contractual year will be credited with one personal leave day.
- g. Employees who voluntarily terminate will be eligible for pay for unused personal leave held at the time of termination. Accumulated personal leave will be paid at the following specified percentage of his/her contractual daily rate of pay:
 - 1. Employees with ten (10) but less than fifteen (15) years of service, at 15%
 - 2. Employees with fifteen (15), but less than twenty (20) years of service at 20%
 - 3. Employees with twenty (20) or more years, at 25%

14.9 Absence for Personal Business

Absence without pay may be authorized by the superintendent for purposes which he considers urgent and which shall be deducted from the employee's salary in the amount of the proportionate amount of compensation equal to the Absence without Pay. The employee shall make application for such authorization at least ten (10) days in advance of the occurrence, or if advance application is not possible, not later than ten (10) days after the occurrence. Length of service, previous record of absence other than that for personal illness, and the purpose of the absence shall be factors in the decisions for such absence. The approval of the principal or the director involved will be required. Involuntary absence not heretofore provided for may be excused by the superintendent.

The employee shall make application to the superintendent immediately for excuse for such absence and deductions shall be made in accordance with 1/183 of the contracted base salary, unless such deductions are specifically waived by the School Board on recommendation of the superintendent of schools.

Principals are authorized to exercise impartial and justifiable judgment in releasing employees for short periods of time during the school day. Such releases should be of a non-recurring nature. Other absences than those herein provided for or failure to follow the foregoing regulations may be deemed to be neglect of duty or insubordination and may be sufficient grounds for dismissal.

14.10 Leave Policy for Negotiations

Unit members will be granted leave with pay for the purpose of participating in fact-finding, mediation or arbitration with the School Board or its representatives subject to the costs of such leave being reimbursed by the Association including but not limited to salary, benefits and substitutes. The length of this leave is not to exceed five (5) calendar days per school year for the aggregate of all persons granted leave under this provision. The Union agrees to have no more than one Unit member away from the District at any one time under the terms of this leave.

14.11 Payment for Unused Sick Leave

- a. The value of an employee's unused sick leave shall be paid to the estate of any employee who dies while in the employment of the District at the rate of said employee's daily wage at time of death, for a maximum of sixty (60) sick leave days.
- b. Payment for unused sick leave will be granted upon voluntary termination from the Carson City School District on the following conditions:
 1. Employees must have completed ten (10) or more continuous years of service with the School District.
 2. Accumulated sick leave will be paid at the following specified percentages at the health service employee's daily rate of pay at time of termination, for a maximum of 200 days for any one individual:
 - a) For health service employees with ten (10), but less than fifteen (15) years of service, at 45% of the daily rate of pay;
 - b) For health service employees with fifteen (15), but less than twenty (20) years of service, at 50% of the daily rate of pay;
 - c) For health service employees with twenty (20) or more years of service, at 60% of the daily rate of pay.
 3. The maximum payment any employee may receive cannot exceed the specified percentage of the teacher daily substitute rate of pay for 200 days.

4. To qualify for payment of unused sick leave, an employee must give notification of intent to terminate at least three weeks before the effective date of termination.
5. At the discretion of the employee and with the consent of the Public Employees Retirement System, the District shall make the payment due the employee for unused sick leave as set forth in this Article directly to the Public Employee Retirement System for the purchase of retirement credit.

14.12 Sick Leave Bank: Long-Term Disability.

Under this Agreement, members of this bargaining unit may contribute to a maximum of one sick leave day each year for the establishment and operation of a sick leave bank. This bank is to assist employees who have long-term illnesses or disabilities and who have exhausted their sick leave accumulation.

- a. Only individuals who have contributed to the bank are eligible for benefits.
- b. Benefits are available only to members of this sick leave bank who have been employed by the Carson City School District for a minimum of three years.
- c. The maximum cumulative number of days which any one person can be granted from the bank during his/her period of employment with the Carson City School District is sixty (60) days.
- d. Applicants for benefits from the sick leave bank must make application through the personnel office. The Director of Personnel will then make a recommendation to the Board of Trustees. The decision of the Board is final.
- e. At the beginning of each school year there will be a nine (9) weeks open enrollment period. Eligible staff must notify the personnel office in writing of their desire to participate in the bank.
- f. Those employees previously enrolled in the bank will continue their participation from year to year unless they notify the personnel office in writing of intent to withdraw. Such withdrawal from the bank must occur during the enrollment period.

ARTICLE 15--INSURANCE

15.1 Group Health Insurance

- a. The Carson City School District will contribute the single employee premium for all full-time contractual employees on the payroll an average of twenty (20) hours or more per week.
- b. In case change in premiums or benefits make the policy untenable, the School Board may advertise for bids from another carrier. The level of insurance coverage for any new

proposal secured by the School Board of the Carson City School District shall be subject to negotiations pursuant to NRS 288.150 (f).

- c. Representatives of the Unit will be included as members of any advisory committee to make recommendations to the School Board regarding insurance programs being considered.
- d. District Insurance Committee – Subject to approval of all four (4) District bargaining units the Association shall appoint two (2) of it's members to serve on the District Insurance Committee with the authority to make recommendations to the Board of Trustees on health insurance plan design and level of benefits. The recommendations by the District Insurance Committee are binding on all four (4) District bargaining units. The District Insurance Committee will be composed of two (2) voting members appointed by the District Superintendent, two (2) voting members appointed by the Administrators Association, two (2) voting members appointed by the Classified Association, two (2) voting members appointed by the Nurses Association and two (2) voting members appointed by the Teachers Association. A recommendation to the Board of Trustees requires at least six (6) votes of ten (10) voting members. The Director of Human Resources shall serve as the non-voting chair of the District Insurance Committee.
- e. Tentative changes in premium shall be determined in time to be included in the final budget, if possible. The change in premium shall become effective on the date the budget, of which it becomes a part, goes into effect.
- f. IRS Section 457 Plan: Effective July 1, 2003, employees retiring or terminating employment with compensation due in connection with unused person leave, sick leave or other separation payments will be paid in the form of deferred compensation through a defined 401(A) special pay plan with a third party administrator. Employees are immediately 100% vested in all contributions to the plan.
- g. The Association will allow the District to add an additional medical plan option to the existing medical plans which may be selected by employees during open enrollment periods as an alternative to the existing group medical care coverage.

15.2 PERS Language

1. When **increases** to the PERS Contribution Rate affecting employees occur, the appropriate condition will begin on the effective date set by PERS of the retirement contribution rate increase:
 - a. When employees are not receiving a pay increase, the salary schedule will be reduced by one-half the amount of the change to the PERS Contribution Rate (NRS 286.421 (3))

- b. When employees are to receive a pay increase equivalent to one-half the amount of change to the PERS Contribution Rate there will be no change to the salary schedule.
 - c. When employees are receiving a pay increase greater than one-half of the difference in the increase of the PERS Contribution Rate, the pay increase will be reduced by the one-half difference in the PERS Contribution Rate Increase.
2. When **reductions** to the PERS Contribution Rate affecting employees occur, the appropriate condition will begin on the effective date set by PERS of the retirement contribution rate reduction:
- a. When employees are not receiving a pay increase, the salary schedule will be increased by one-half the amount of the change to the PERS Contribution Rate.
 - b. When employees are to receive a pay increase equivalent to the one-half in reduction of the PERS Contribution Rate, the salary schedule will be increased by the one-half equivalent pay increase and by one-half the amount of the reduction to the PERS Contribution Rate.
 - c. When employees are receiving a pay increase greater than one-half of the difference in the reduction of the PERS Contribution Rate, the pay increase will be increased by that one-half reduction in the PERS Contribution Rate, and by any additional negotiated pay increase.

Any impact on the salary schedules will be implemented following completion of contract negotiations.

ARTICLE 16--GENERAL SAVINGS CLAUSE

16.1

It is not the intent of either party hereto to violate any law of the State of Nevada or of the United States. The parties agree that in the event that 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 negotiation thereon at a time and date agreeable to both parties. The remainder of the Agreement shall remain in full force and effect.

ARTICLE 17--PROCEDURES FOR REDUCTION IN WORK FORCE

17.1

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

17.2

Article 17, "Procedures for Reduction in Work Force," will apply only to post-probationary employees.

17.3

In the event that the work force must be reduced, the initial reduction will start with probationary employees within the determined layoff classification.

17.4

In the event that further staff reduction to include post-probationary employees is required, the following criteria of District-wide seniority within the determined layoff classification will be used.

17.5

District-wide seniority for post-probationary employees shall be defined as the total length of "continuous" service with the District within the determined layoff job classification. The effective day in determining District-wide seniority shall be the original date of employment with the District, except for those whose employment has been terminated either voluntarily or involuntarily. If a terminated employee is rehired by the District, his/her seniority date will be determined by the first day the employee is required by his/her contract to report to his/her assignment. Service rendered beyond the normal school year shall not add to the employee's seniority.

17.6

The relative seniority of employees with the same seniority date as defined in 17.5 above shall be determined if and when it is necessary, by a lottery designed by the District in consultation with the Union.

17.7 Recall

Any non-probationary employee laid off pursuant to this article shall, for a period of two years, have recall rights to any position having the same job title held by that employee prior to the layoff that may become open in inverse order of the reduction in the layoff. Any employee offered such reemployment and refuses shall forfeit any future rights under this section. Any employee reemployed under this provision shall be given the same salary rank and grade and all unpaid sick leave and other benefits. However, a laid off employee will not accumulate benefits while laid off. For purposes of other benefits set forth in this Agreement, a laid off reinstated employee shall not be considered a break in service.

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ARTICLE 18--TENTATIVE AGREEMENT PROCEDURE

18.1

It is hereby agreed by and between the undersigned parties that the procedures set forth herein shall be used during the course of their collective bargaining negotiations to demonstrate tentative agreement on any provision for their collective bargaining agreement.

18.2

Any provision for a collective bargaining agreement tentatively agreed to in negotiations between the Union panel and the School Board panel shall be stated in writing and shall be initialed and dated by the chief negotiator of each party.

18.3

The subject matter of any provision for collective bargaining agreement between the Union panel and the School Board panel which has been initialed in accordance with paragraph 18.2 above may not be re-opened except by mutual agreement of both panels.

18.4

If the panels tentatively agree to and initial the provisions of a total Agreement, the provisions of that Agreement shall be subject to ratification and adoption by the members of the School Board. However, an initialed total Agreement shall commit the Union to submit the contents of that Agreement to its membership with a firm unanimous recommendation from its entire negotiating panel in favor of ratification and shall commit the School Board panel to submit the contents of that Agreement to the School Board with a firm unanimous recommendation in favor of its ratification and adoption.

18.5

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposal with respect to any appropriate subject or matter concerning said Agreement; and that this Agreement was arrived at after the exercise of said right or opportunity. It is recognized by the parties that questions or disputes may arise over matters not specifically referred to or provided for in this Agreement. It is, therefore, mutually agreed to by the parties that the grievance procedure herein provided shall be applicable only as against the specific matters stated herein, and the failure to expressly exclude any matter hereunder or herein shall not be deemed or construed to include any such matter. No other matters arising between the parties hereto are in any way to be regarded as subject matter of this Agreement.

18.6

The Association shall retain negotiations information requested and provided by District pursuant to NRS 288.180 (2) for a period of five (5) years from receipt to avoid duplicate requests in future

years. Requested information available on District website will be provided by District with reference to location on District website where Association can download and print requested information.

ARTICLE 19--TERM OF AGREEMENT – One Year

19.1

This Agreement, when ratified by both parties, shall become effective July 1, 2018, and shall remain in force until June 30, 2019.

19.2

If the parties cannot agree on any particular issue for negotiations and there has been a provision in the prior Agreement on this subject, that provision shall continue in the contract until changed by mutual agreement or by binding arbitration.

19.3

The expense of reproducing this Agreement shall be borne by the Carson City School District. Sufficient quantities shall be reproduced to ensure that each health service employee shall receive a copy. Additional copies may be purchased by the Carson City Health Service Personnel Association at the cost of printing.

19.4 The District may reopen the Agreement to address a “fiscal emergency” in accordance with the requirements of NRS 288.150(4).

CARSON CITY HEALTH SERVICE PERSONNEL ASSOCIATION

Keri J. Finn
President

8/13/18
Date

Keri J. Finn
Chief Negotiator

8/13/18
Date

CARSON CITY BOARD OF SCHOOL TRUSTEES

[Signature]
President

8/14/18
Date

[Signature]
Clerk

8/14/18
Date

Appendix A - Grievance Report Form

GRIEVANCE STATEMENT FORM

CARSON CITY SCHOOL DISTRICT

And

CARSON CITY HEALTH SERVICE PERSONNEL ASSOCIATION

Grievant: _____

Level: _____

Date of Grievance: _____

Date Grievance Filed: _____

Statement of Grievance:

Violations of the Comprehensive Agreement Cited:

Remedies Sought:

For CCHSPA

Date

For CCSD

Date

Appendix B

List of possible Arbitrators for expedited arbitration:

Claude Ames
Charles Askin
Mark Burnstein
Catherine Harris
Ken Perea
Philip Tomoush
Barry Winograd

Association strikes first, then alternate strike or agree to 3 with first available used.

4821-8370-9993, v. 1