

Summary of Changes

2023-2025 Agreement
ESEA-Teamsters Local 14-CCSD

New language is in Blue font and ~~deleted language is in Red font and strikethrough~~

ARTICLE 1 Definitions

- 1-1 The term "NRS 288," as used in this Agreement, refers to Title 23, Chapter 288 of the Nevada Revised Statutes enacted by the 1969 Session of the Nevada Legislature and revised by subsequent sessions of the Nevada Legislature, cited as the Local Government Employee-Management Relations Act.
- 1-2 The term "School Trustees," as used in this Agreement, means the Board of School Trustees of the Clark County School District.
- 1-3 The term "Association," as used in this Agreement, means the Education Support Employees Association of Clark County, and is the entity known as the Employee Organization in NRS 288.040. The District acknowledges that the Education Support Employee Association has entered into an agreement with International Brotherhood of Teamsters, Local 14 to provide representation services for a group of employees within the jurisdiction of the Education Support Employees Association.
- 1-4 The term "School District" or "District," as used in this Agreement, means the Clark County School District, and is the entity known as the Local Government Employer in NRS 288.060.
- 1-5 The terms "School Trustees," "School District," and "Association" shall include authorized officers, representatives, and agents of each. Despite references herein to "School Trustees," "School District," and "Association" as such, each reserves the right to act hereunder by committee or designated representative.
- 1-6 The term "Superintendent," as used in this Agreement, means the superintendent of schools of the Clark County School District or designated representative.
- 1-7 The term ~~"Personnel Officer,"~~ "Chief Human Resources Officer" as used in this Agreement, means the School District's executive Human Resources leader. ~~associate superintendent, Human Resources Division or the superintendent's designee~~
- 1-8 The term "Employee," as used in this Agreement, means a regular status education support Employee holding a position on the Education Support Employees Salary Schedule, a member of the bargaining unit represented by the Association as defined by NRS 288.028, and eligible for membership in the Association. Employees working less than four (4) hours per day or twenty (20) hours per week, and temporary Employees are excluded from the Bargaining Unit.

- 1-9 The term "Regular Status Employee," as used in this Agreement, means an education support Employee who has successfully completed his or her initial six (6) month probationary period. A probationary employee may not transfer to lateral positions or promote to positions at a higher salary range until the employee satisfactorily completes the initial probationary period, unless mutually agreed to by the parties. ~~and any extensions thereof.~~ The initial probationary period may be extended on a monthly basis as long as the total probationary period does not exceed twelve (12) months. An Employee subject to such extension will receive a written explanation for the extension with specific areas requiring improvement identified. A probationary employee may be terminated at any time with or without cause for non-discriminatory reasons.
- 1-10 The term "Qualifying Period" as used in this Agreement, means the first six (6) month period after an Employee has been promoted, transferred to a different job family or a different position than currently held. Such employees will be provided the appropriate training and feedback during the Qualifying Period to facilitate their success in the new position. There is no qualifying period if an employee is reclassified into a higher grade in the same classification.
- 1-11 The term "School Year," as used in this Agreement, is the same as that defined in NRS 388.080, which states: "The public school year shall commence on the first day of July and shall end on the last day of June."
- 1-12 The term "Work Year," as used in this Agreement, refers to a variable period of time. The work year for Employees covered by this Agreement will vary based upon job classification and assignment. The work year may be nine (9) months or less, ten (10) months, eleven (11) months, or twelve (12) months in length. Employee compensation and benefits provided for under this Agreement are to be accrued based upon the Employee's work assignment which is the actual days or hours of employment defined in the Employee's assigned schedule, ~~only~~. The minimum number of work days in a work assignment shall be one hundred seventy (170) days for nine (9) month Employees, one hundred ninety (190) days for ten (10) month Employees, two hundred ten (210) days for eleven (11) month Employees, and two hundred thirty (230) days for twelve (12) month Employees
- 1-13 The term "~~School~~-Day," as used in this Agreement, means any day on which the education center offices are open for business.
- ~~1-13 A "Day" shall be defined as a day in which a regular status Employee is required to be and is present on the job.~~
- 1-14 A "Work Week" shall be defined as seven (7) contiguous days starting Sunday at 12:00 A.M. (midnight Saturday) and ending Saturday, seven (7), twenty-four (24) hour periods later.
- 1-15 The term "Immediate Family," as used in this Agreement pertaining to the use of sick leave, means mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law, foster child, step child, step parent or any person living in the immediate household of the Employee. The term "Immediate Family," as used in this Agreement pertaining to bereavement leave, shall include those persons listed above

and also brother-in-law, sister-in-law, grandmother, grandfather, grandchild, aunt, uncle, foster parent, and son-in-law and daughter-in-law.

- 1-16 The term "Agreement" refers to this document, the binding agreement between the Clark County School District and the Education Support Employees Association of Clark County.
- 1-17 The term "Appropriate Administrator," as used in this Agreement, shall be defined as the principal, department head, or a designated administrative [director/manager supervisor](#) paid on the Unified Administrative Salary Schedule and serving as the direct first line administrative officer in charge.
- 1-18 The term "Immediate Supervisor," as used in this Agreement, shall be a designated representative of the supervising administrator paid on the Teachers Salary Schedule, ~~or on the~~ Education Support Employees Salary Schedule [or on the Clark County School Administrators Salary Schedule](#).
- 1-19 The term "Serious Offense," is defined as an act or failure to act, which poses a serious threat or danger to the welfare or safety of staff, students, public or District property.
- 1-20 "Emergency" means a situation which the administration of the District could not have reasonably anticipated and when District needs may require adjustments to work schedules in order to maintain minimum staffing levels for the District.
- 1-21 An "Association Representative" is a duly authorized Association representative appointed by the Association and noticed to the District.
- 1-22 The term "Surplus Position," as used in this Agreement, refers to a position which has been eliminated by the District.
- 1-23 The term "Reduction-in-Force," as used in this Agreement, refers to the elimination of a position or positions which may/will result in the termination of an Employee or Employees.
- 1-24 The term "Lateral Reassignment," as used in this Agreement, refers to an entitled assignment that is equal in range, months, and hours.
- 1-25 Temporary summer assignments are those which fall outside the employee's regular work year.
- 1-26 [Adjusted Hire Date \(AHD\): This date is normally six \(6\) months after the employee is hired and completed their probationary period. This date may be adjusted by periods of leave without pay as defined in the Agreement. The AHD is used for future Step movement through the salary schedule included in this Agreement and will also be known as the Annual Step Increase Anniversary Date.](#)
- 1-27 [The Annual Step Increase Anniversary Date is the date the employee passes their probationary period and every year thereafter until they reach the end of the salary schedule. For those employees who were impacted by the removal of the longevity steps \(July 1, 2022\), their Annual Step Increase Anniversary date became the month of their adjusted hire date.](#)

ARTICLE 2 Recognition: No changes

ARTICLE 3 Impasse Proceedings: No changes

ARTICLE 4 Grievance and Arbitration Procedure

4-4 Extensions of the time limits may be requested verbally or in writing by either party. Verbal extensions shall be confirmed in writing **through email** by the party making the request within two (2) days.

STEP THREE

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

1) Either party to this Agreement may request non-binding mediation through the designated representatives of each party. **A list of seven (7) Mediators will be established by the parties and will use that list to mutually agree on a mediator. Mediators shall be assigned by a joint ESEA-CCEA-CCASA committee.** Mediation shall take place prior to **proceeding to binding arbitration** and may precede the filing of a formal grievance if agreed upon by the parties. ~~the filing of a formal grievance and with the concurrence of the other party.~~ Timelines are not suspended pending mediation, except with the written agreement of both parties.

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

1) **The parties have established a list of arbitrators who will be assigned based on their earliest availability while rotating through the list. The parties agree that conducting arbitrations through virtual media will be acceptable.**

(l) The Association and the District will work together to attempt to implement an early resolution to cases prior to being scheduled for arbitration.

~~If a scheduled arbitration settles within ten (10) school days of the date of the scheduled arbitration, both parties agree to make every effort to replace the settled case with another mutually agreed upon case.~~

If in the event an arbitration is settled and subsequently cancelled, and no other mutually agreed upon case is scheduled, the parties agree to equally share the cost of the cancellation fee.

If in the event of extenuating circumstances an arbitration is cancelled, the party cancelling the arbitration will pay the entire cost of the cancellation fee.

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

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

4-13 In the event an Employee(s) who is not a member of the association, or a member of the Association has signed the appropriate waiver with the Association, exercises the right to individually process a grievance without assistance from the Association, the School District shall provide the Association:

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

~~(b) An opportunity to be present at any meeting with the grievant(s) and at any grievance hearings, suspension hearings, evidentiary hearings, arbitration hearings, or any other meetings.~~

~~(c) Reasonable time to assert the Association's position in regard to the matter.~~

(d) A written copy of the resolution of the grievance or arbitration.

(a) The parties acknowledge that any grievance processed consistent with NRS 288.140 (2) and 4-13, will have no precedential status in any way on the administration of this Agreement and/or District policy and regulation.

4-14 The parties hereby recognize the existence of policies and administrative regulations of the School District to which the Employees covered by this Agreement are bound, and which are subject to change by the School Trustees of the School District. The parties further acknowledge that any new or revised policy or administrative regulation which included mandatory subjects of bargaining as defined in NRS 288.150 will be subject of effects bargaining should the Association request such bargaining in writing, addressed to the Superintendent or his designee. The parties agree that any disputes

arising under the application and/or administration of such policies or regulations relating to the subject matter not covered by the provisions of this Agreement shall be processed in accordance with Step Two of the grievance procedure set forth herein. If the dispute is unresolved after Step Two of the grievance procedure, the dispute may only be processed as follows:

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

4-18 **Expedited Arbitration Procedure**

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

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

Temporary/Summer Assignment Appeals Process

4-20 Regular nine-month or modified nine-month employees who secure temporary/summer assignments do not have **any grievance rights provided under this agreement** or any property interest in the assignment while serving in such temporary/summer assignments. However, terminations from such assignments may be reviewed by the Chief Human Resources Officer or designee, Human Resources Unit, as set forth below.

4-20-1 The affected Employee may request an informal discussion with the Human Resources Administrator or designee.

4-20-2 The affected Employee may bring an Association representative to such meeting.

4-20-3 A representative of the Department terminating the Employee may attend the meeting and offer information.

- 4-20-4 The meeting will be scheduled and held within a reasonable period of time, as determined by the Human Resources Administrator or designee.
- 4-20-5 The Employee may be reinstated to the temporary summer assignment under conditions determined appropriate by the Human Resources Administrator or designee.
- 4-20-6 If an employee is working in a position during the summer in either the same or a different position worked during their regular or modified nine-month assignment, any termination of such assignment or other disciplinary action concerning poor work performance during the summer work will not be included in the employee's personnel file and will not be attached to the employee's disciplinary record when their regular or modified nine-month assignment commences or continues. Any other discipline including discipline resulting from misconduct, will be included in the employee's personnel file and will be attached to the employee's disciplinary record consistent with the procedures in effect during their regular or modified nine-month assignment.

Rules and Regulations

4-21 Work Rules

- 4-21-1 The District has the right to establish and enforce reasonable rules applicable to Employees, provided that such rules do not conflict with the provisions of this Agreement. It will be the responsibility of the District to post and maintain a notice of such rules in a manner that all Employees concerned may have an opportunity to become familiar with them.

ARTICLE 5 Responsibility Clause

- 5-1-2 If the Employee is subsequently promoted from the responsibility assignment to the regular assignment;
- 5-1-2-1 Placement on the salary schedule shall be made in accordance with the provisions of Article 19 of this Agreement or Regulation 4293 (Placement and Advancement on the Education Support Employees Salary Schedule).
- 5-1-2-2 An Employee who performed the responsibilities of the responsibility assignment for a minimum of ninety (90) days during the twelve (12) months prior to the promotion to the regular assignment will be given a three (3) month allotment to their ~~probationary~~ **qualifying period** status for the regular assignment position. Upon successful completion of an additional three (3) months ~~of probation~~, the Employee will **move to the next Step and** be placed at the appropriate step of the salary schedule or in accordance with Regulation 4293.

5-1-2-3 An Employee who performs the responsibilities of a higher rated support professional vacant position for six (6) consecutive months, will be promoted to that position and placed in the salary schedule at the Step that provides a minimum of a ten percent (10%) base wage increase. The District agrees that it will not utilize this provision to circumvent the competitive bidding for promotional vacancies.

ARTICLE 6 Annual Leave (Vacation)

6-1 Vacation time shall be accumulated at the annual rate of .833 days per month of employment for the first year of employment as a support staff Employee. Variations such as hire date and non-pay days may impact leave accruals.

Assigned Schedule	Vacation Accrual per Month per Assigned Schedule
Nine (9) Month	Seven point five (7.5) days
Ten (10) Month	Eight point three (8.33) days
Eleven (11) Month	Nine point one six (9.16) days
Twelve (12) Month	Ten (10) days

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

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

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

Assigned Schedule	Vacation Accrual per Month per Assigned Schedule
Nine (9) Month	Eleven point two five (11.25) days
Ten (10) Month	Twelve point five (12.5) days
Eleven (11) Month	Thirteen point seven five (13.75) days
Twelve (12) Month	Fifteen (15) days

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

6-3 After five (5) years of employment as a support staff Employee (beginning of the 6th year), **annual** vacation time shall be accumulated at the rate of 1.5 days per month worked:

Assigned Schedule	Vacation Accrual per Month per Assigned Schedule
Nine (9) Month	Thirteen point five (13.5) days
Ten (10) Month	Fifteen (15) days
Eleven (11) Month	Sixteen point five (16.5) days
Twelve (12) Month	Eighteen (18) days

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

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

Assigned Schedule	Vacation Accrual per Month per Assigned Schedule
Nine (9) Month	Fifteen point seven five (15.75) days
Ten (10) Month	Seventeen point five (17.5) days
Eleven (11) Month	Nineteen point two five (19.25) days
Twelve (12) Month	Twenty one (21) days

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

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

6-6 Whenever possible, all summer vacation requests for custodial staff are to be submitted for approval to the director, Operations Department, **or the Principal or their designee** by the first Friday in May. Requests will not be unreasonably denied. Reasons for denial shall be forwarded in writing to the Employee within **fifteen (15) days.** ~~twenty (20) School Days.~~

6-7 The District shall grant vacation leave as requested by the Employee except in the event of an Emergency. **Emergency is defined as expected or unexpected variable high demand periods to ensure optimal staffing levels.** The District may require the

adjustment of scheduled vacation leaves to maintain minimum staffing levels in the District or in the event of an emergency. **If an Employee was granted vacation and it is subsequently cancelled by the District, the Employee will be reimbursed by the District for all documented non-refundable expenses.** It is understood that minimum staffing levels may be adjusted by the District.

6-8 In case of a scheduling conflict, the Appropriate Administrator shall consider length of service. If the nature of the work makes it necessary to limit the number of Employees on vacation leave at one time or to limit the number of days which may be approved at one time, the Appropriate Administrator should consult with the Employees to determine which Employees shall be assigned and which Employees are to receive approval for annual leave. Unless approved in advance by the Appropriate Administrator, no annual leave shall be granted to Employees who are school-based custodians or clerical staff during the five (5) days prior to the beginning of the student school year, during the first five (5) days when schools are in session, and during the last ten (10) days before the end of the student school year. Unless approved in advance by the Appropriate Administrator, no annual leave shall be granted to other Employees during the first ten (10) days when schools are in session and the last ten (10) days before the end of the student school year.

6-9 Education Support Employees accumulated annual leave hours above **six hundred and eighty hours** ~~eight five (85) days will be no higher than~~ **reset to six hundred and eighty hours on July 1st each year, and any hours above the six-hundred-and-eighty-hour threshold will be forfeited. No additional annual leave shall be credited when the Employee has reached this maximum.** Nine-, ten-, eleven-, and twelve-month Employees shall have the option at the end of their work assignment, or the second (2nd) pay period in January, or on the pay period following spring break to retain all of their accumulated vacation or take a full pay-off for their accumulated vacation or retain part of their accumulated vacation and take a partial pay-off for their accumulated vacation.

6-9-1 Notwithstanding the foregoing, an Employee must have passed the initial probationary period and have at least six (6) hours of accumulated vacation before requesting a payoff under this Article 6-9. It is understood that the six (6) hour minimum for those who have passed initial probation applies to vacation payoff, but not to the actual use of accumulated vacation. **Except for a personal emergency, verified by the appropriate administrator, and the Human Resources Division, vacation leave may not be utilized by an employee during the initial probationary period in an authorized and/or entitled position(s).**

ARTICLE 7 Jury Duty

7-3 Those Employees required to appear for jury duty who are released from jury service with three (3) or more hours of their work day remaining (after travel time to work site) shall report to work. The requirement to report to work shall not apply to evening shift workers who served for four (4) hours or more on a jury during the day of their shift,

without loss of pay. Any employee working an evening shift and is required to report for jury duty the following morning will be release from work no later than 8:00 P.M. or for their entire shift if it begins at or after 8:00 P.M. without loss of pay.

- 7-6 Any Support Staff Employee subpoenaed by an Employee organization to appear at any hearing relating to labor relations matters shall not be granted leave with pay except as provided in the negotiated agreement—and will not be denied the use of accumulated paid leave as defined in the Agreement.

ARTICLE 8 ASSOCIATION BUSINESS ... PENDING

ARTICLE 9 Paid Lunch Period: No changes

ARTICLE 10 Call Back Pay: Deleted and contents moved to Article 15 Overtime

ARTICLE 11 Sick Leave

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

- 11-4 An Employee may be required to submit a certificate of fitness questioned because of extensive use of sick leave. "Extensive" shall mean that the Employee has used in excess of six (6) ten (10) "incidents" of sick leave during the school year. An "incident" of sick leave shall mean an absence of at least one-half of the assigned work day. The District shall have the right to review the usage of such leave.

If a preliminary examination of sick leave usage indicates that an Employee's non-FMLA approved use of sick leave is excessive or not in accordance with the provisions of this Article, the Employee's administrative supervisor shall forward a request for a Sick Leave Review to the superintendent's designee, Employee-Management Relations department. As part of the Sick Leave Review, the District, at the District's expense, may require the Employee to have a physical examination from a physician of the District's choice from a list of qualified physicians licensed to practice in the State of Nevada and/or at the option of the District to submit a written certificate from a physician of the Employee's choice confirming the necessity of an absence due to illness.

If an Employee disagrees with the outcome of a Sick Leave Review and/or any related disciplinary action that resulted, the Employee may, within seven (7) School Days of the issuance of the finding, appeal the decision and/or discipline to Step Two of Article 4, Grievance and Arbitration Procedure.

- 11-6 When an Employee is receiving compensation under workers' compensation, the Employee shall have the option of receiving full pay through the use of accumulated sick leave. If the Employee elects to receive workers' compensation only, the one (1) year period of time as outlined in Article 11-8, shall begin with the first day of workers' compensation [benefits paid](#).
- 11-10 Employees who have completed at least ten (10) years of service with the Clark County School District and who enter into and receive retirement benefits, in accordance with Public Employee Retirement System (PERS) rules and regulations or if not enrolled in PERS are eligible for and start receiving social security benefits, or have completed twenty (20) continuous years of service with the District, shall receive reimbursement for unused sick leave. In accordance with the 1979-81 Negotiated Agreement between the parties, the Association, in lieu of an increase in the salary schedule, agreed to take \$51,443 and that this amount would be set aside to implement the payments for reimbursement of unused sick leave. The dollar amount and the number of days to be paid will be by agreement of the Association and the District. For the 1986-87 school year, the District agrees to add \$39,100 for payment of unused sick leave for a total not to exceed \$90,543. This amount shall be increased in the same percentage amount granted as general salary increase as a result of future negotiations. For ~~2023-2025~~ ~~2021-2023~~, the amount shall be ~~\$173,959~~. [\\$193,000](#). Any unused sick leave reimbursements to qualifying Employees who retired during the prior school year shall be paid by October 15th.

Moved to Article 13

~~11-11 — Maternity leave shall be granted to an Employee consistent with the provisions of Nevada Pregnant Workers' Protection Act, the Family Medical Leave Act, for up to six (6) weeks for the purpose of giving birth. Maternity leave may be taken as vacation, sick leave, or leave without pay.~~

~~11-11-1 — An Employee returning to work from an unpaid maternity leave of six (6) or less shall be reinstated to the position from which the leave was taken.~~

~~11-12 — Any education support Employee adopting a minor child may be granted paid sick leave or an unpaid maternity leave of absence. Such leave shall commence upon de facto custody of said adopted child, or earlier, if necessary to fulfill the requirements for the adoption and such leave shall not exceed six (6) weeks.~~

~~11-12-1 — An Employee returning to work from an unpaid adoption leave shall be reinstated to the position from which the leave was taken.~~

11-13 Moved to 16.5

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

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

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

ARTICLE 13

Bereavement Leave

Leaves of Absence

13-1 **Bereavement Leave:** Leave with full pay shall be allowed for three (3) work days for each period of bereavement or absence due to death in the Immediate Family of the Employee, may be taken in hourly increments and must be used for that purpose. Two (2) additional work days with full pay may be approved by the Employee's Appropriate Administrator. Time may be allowed for travel, with maximum bereavement leave not to exceed seven (7) work days. Bereavement leave shall be deducted from sick leave, but not taken into consideration for the calculation of personal leave days earned. **Employees will have up to thirty (30) days from the date of death to utilize this leave. Requests for exceptions to this timeframe will be managed on a departmental basis.**

13-2 **Maternity Leave:** Maternity leave shall be granted to an Employee upon hire, for up to six (6) weeks for the purpose of giving birth. Maternity leave may be taken as any contractually negotiated paid time off ~~vacation, sick leave,~~ or leave without pay. **Employees who qualify for FMLA will be provided leave consistent with Regulation 4359.**

13-2-1 An Employee returning to work from an unpaid maternity leave of six (6) weeks or less **or who utilize FMLA for maternity leave** shall be reinstated to the position from which the leave was taken.

13-2-2 **Should an employee who is not eligible for FMLA, experience a non-voluntary end to a pregnancy and be required to use leave without pay to cover their absences, such unpaid hours will be treated as if they were FMLA-qualified absences, not to exceed ten (10) days.**

13-3 Any education support Employee adopting a minor child may be granted paid sick leave or an unpaid maternity leave of absence. Such leave shall commence upon de facto custody of said adopted child, or earlier, if necessary to fulfill the requirements for the adoption and such leave shall not exceed six (6) weeks. **Employees who qualify for FMLA will be provided leave as defined in the Act.**

13-3-1 An Employee returning to work from unpaid adoption leave **or who utilize FMLA for leave for adoption as defined in the Act,** shall be reinstated to the position from which the leave was taken.

13-4 **School Organizational Teams (SOTs):** Consistent with NRS 388G.720 (c) the Association is required to administer the SOT election for education support professionals. The Association will select a member who will serve as the administrator/manager to conduct the election and necessary oversight. This administrator/manager named by the Association will receive the necessary hours of

leave without loss of pay to satisfactorily complete this duty outside of the allocated hours for union business defined in Article 8, Sect 8-1.

- 13-5 Medical Leave of Absence-Non Occupational Injury or Illness: Employees may apply for a medical leave of absence consistent with the provisions of Regulation 4351.
- 13-6 Family Medical Leave Act: All requirements and benefits are defined in Regulation 4359.
- 13-7 Nevada Family Medical Leave Act: Parental Leave: Employees are entitled to up to four (4) hours of paid leave to attend school-related activities involving their children consistent with the provisions of NRS 394.179. This leave may be taken in one-hour increments. Employees are required to provide five (5) "school days" written notice of their intent to utilize this leave and provide documentation of their presence at the school-related activities. Employee will be allowed to use accumulated annual leave for this time away from work.
- 13-8 Leave to Vote in Nevada: Employee may take leave with pay to vote, consistent with the provisions of NRS 293.463.
- 13-9 Elected Office
 - 13-8-1 An Employee who is elected or appointed to serve in a county, municipal or similar elected position will be granted leaves of absence as necessary to attend meetings of the governing board.
 - 13-8-2 An employee who is elected to serve in a statewide elected position for no longer than 120 days shall be granted a temporary leave of absence. At the expiration of the leave of absence, the Employee will be returned to the position the Employee left.
 - 13-8-3 Employees returning to work following such leaves, shall return under the same provisions as outlined in Article 8-8-4.
 - 13-8-4 Employees on such leave will not be prevented from using accumulated annual leave to cover any or all of the lost time associated with this leave. This leave cannot be used outside of the employee's contracted hours.

ARTICLE 14 Military Leave

- 14-1 Members of reserve units of the United States Armed Forces or National Guard who are mobilized to meet local emergency situations for a period of ~~ten (10)~~ fifty (50) days or less shall receive their regular rate of pay for this period of time. However, they will be required to surrender the lesser of the amounts of (1) their regular rate of pay for each such period of time or (2) their payment received for military service while on active duty, exclusive of pay received for meals, transportation, and lodging. The Uniformed Services Employment and Reemployment Rights Act (USERRA) defines military member's employment protections at the conclusion of their military service.

ARTICLE 15 Overtime and Call Back Pay

- 15-1 Any Employee who works or is in a paid status for more than forty (40) hours in any week (Sunday through Saturday) and the Appropriate Administrator or designee is aware of and approves the work assignment shall be paid for all hours in excess of forty (40) on the basis of time and one-half. Holiday pay, sick leave pay, and vacation pay shall not prevent an Employee from receiving time and one-half.
- ~~15-2 Employees required to work on holidays, shall be paid double time as well as holiday pay unless the holiday is a regularly scheduled work day. Moved to Article 16~~
- 15-6 Except in emergencies, the decision to work overtime is at the option of the Employee. The Appropriate Administrator or designee must offer overtime pay or compensatory time. If the employer offers both, the Employee may select either. [The Fair Labor Standards Act does not allow](#) Appropriate Administrators or designees ~~shall not to~~ force Employees to accept compensatory time in lieu of [overtime pay](#) or [require overtime work without compensation](#).
- 15-12 Compensatory time shall be compensated at the then current range and step placement of the Employee when the compensatory time is used or paid off at termination or retirement, not to exceed [two hundred and forty \(240\) hours](#) ~~one hundred and fifty (150) hours~~ of paid compensation.

Call Back Pay

- 15-15 Call back shall be defined as an employee called for and accepting a district requirement after the employee's regular shift. Call back pay shall begin with the employee's receipt and acceptance of the call back request. Employees called for a district requirement shall be paid a minimum of three (3) hours at time and one-half of the regular rate for the Employee unless it is a remote access call back. Several call backs on the same shift shall not exceed eight (8) hours of pay, unless the Employee actually works eight (8) hours or more on that shift on call back time.
- 15-16 A remote access call back is a call back task that an Employee can perform through the use of a computer, smart phone or similar device and does not require the Employee to leave his or her geographic location at the time of the call back to perform the task. Employees called for a remote access call back shall be paid a minimum of two (2) hours at time and one-half of the regular rate for the Employee. Remote access call backs will not be stacked. Examples:
- 15-16-1 Employee is notified of issue at 8:50 p.m. and resolves issue and concludes work at home with remote device by 9:05 p.m. Employee receives two (2) hours of call back pay.
- 15-16-2 Employee is notified of issue at 8:50 p.m. and resolves issue and concludes work at home with remote device by 9:05 p.m. Same Employee is notified of additional or repeated issue at 9:55 p.m. and resolves issue and

concludes work at home by 10:50 p.m. Employee receives two (2) hours of call back pay.

- 15-16-3 Employee is notified of issue at 8:50 p.m. and resolves issue at home with remote device and concludes work by 9:05 p.m. Same Employee is notified of additional or repeated issue at 9:55 p.m. and resolves issue and concludes work at home by 11:20 p.m. Employees receive two and one-half (2.5) hours of call back pay.
- 15-16-4 Employee is notified of issue at 8:50 p.m. and resolves issue at home with remote device by 9:05 p.m. Same Employee is notified of additional or repeated issue at 10:55 p.m. and resolves issue and concludes work at home by 11:15 p.m. Employees receive four (4) hours of call back pay.
- 15-17 Call back pay will be reported to Nevada's Public Employees Retirement System ("PERS") as required by and in accordance with the Official Policies of PERS.

Article 10 Call Back added here without changes.

ARTICLE 16 Holidays

- 16-1 The following state-approved holidays shall be recognized and observed as paid holidays:

- Independence Day - July 4
- Labor Day
- Nevada Day (last Friday in October)
- Veteran's Day
- Thanksgiving Day
- Christmas Day* - December 25
- New Year's Day - January 1
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Juneteenth

- 16-2 The Board of Trustees shall grant one (1) additional paid holiday at Thanksgiving (the day after Thanksgiving), one (1) additional paid holiday at Christmas* and one (1) paid holiday for spring vacation.
- 16-3 Employees required to work on holidays, either as a regular work day or scheduled overtime shall be paid double time for all hours worked, as well as holiday pay

equivalent to their normal work hours on that day. ~~unless the holiday is a regularly scheduled work day.~~

ARTICLE 17 Medical Examination

- 17-1 ~~Effective July 1, 1983,~~ The Clark County School District shall reimburse the actual cost or ~~sixty-five dollar (\$65.00) or thirty-six dollars (\$36),~~ whichever is the lesser amount, to each driver who is required by the District to submit a physician's report of medical examination when renewing a Class A or Class B Driver's License, as stipulated in the current State of Nevada Special Supplement to the Nevada Driving Handbook issued by the Department of Motor Vehicles, Carson City, Nevada. ~~Employees may use their personal physician for this medical examination.~~ The School District will pay for any other medical examinations required by the School District.

ARTICLE 18 Dues Deduction

- 18-2 No later than August 15 of each year, the Association will provide the School District with a list of Employees who have voluntarily authorized the District to deduct Association dues or a uniformly applied authorized assessment to Association members and the amount to be withheld. The Association will notify the District monthly in writing of any changes to said list. Changes in the amount to be withheld must be submitted in writing at least thirty (30) calendar days prior to the date the change is to be effective. The School Trustees will not be required to honor any authorizations for any month's dues deductions that are delivered to the District later than the fifteenth of the month prior to the distribution of the payroll from which the deductions are to be made. Any Employee desiring to have the District discontinue dues deductions he/she has authorized ~~must notify the Association in writing during the period of July 1 through July 15 for that Work Year's dues.~~ ~~must follow the process defined by the Executive Board of the Association that has been communicated to members previously.~~ Deductions referred to in Section 18-1 above will be made as follows: 9-month Employees, 20 equal installments; 10-month Employees, 21 equal installments; 11-month Employees, 22 equal installments; and 12-month Employees, 24 equal installments. Those Employees who become members of the Association in June, July, and August shall have the appropriate dues deducted from their salary.

ARTICLE 19 ~~Pay Grades~~ Compensation and Pay Practices

- 19-1 Effective ~~December 1, 2024~~ as quickly as practicable after Board of Trustees and membership ratification of this Agreement, the hourly rates for all School District support professional pay grades will be increased by ~~six point seven, seven, five percent (6.775%) three and one-half percent (3.5%).~~ The new Support Professional Pay Grades and Hourly Rates matrix ("Pay Matrix") is attached hereto as Appendix A.

19-1-1 Effective at the beginning of the pay period that includes July 1, 2024, the hourly rates for all School District support professional pay grades will be

increased by two percent (2.0%) ~~three and one half percent (3.5%)~~. The new Support Professional Pay Grades and Hourly Rates matrix ("Pay Matrix") is attached hereto as Appendix A.

- 19-2 Effective as quickly as practicable after Board of Trustees and membership ratification of this Agreement, an Employee who is eligible for a step increase will be advanced one step. Employees who became eligible for a step increase between July 1, 2023, and the effective date defined in 19-1, will advance one step effective the commencement of the pay that period and maintain their previous anniversary date for future step increases. Employees who become eligible for a step increase after the date defined in 19-1 will advance one step effective the commencement of the pay period including the date they become eligible.
- 19-3 Effective July 1, 2024, an Employee who is eligible for a step increase will be advanced one step effective the commencement of the pay period including the date they become eligible.
- 19-4 Effective the pay period that included July 1, 2022 a New Pay Matrix became effective and is attached hereto as Appendix B. ~~The previous Column A1 is eliminated and is replaced by a new Column A1 that is the previous B1 hourly rates.~~
- 19-4-1 ~~The single, double and triple asterisks appended to current step columns G1, H1 and I1 of the Pay Matrix will be deleted, and there will no longer be five-year waiting periods between any consecutive steps. Eligible Employees who have been delayed at steps F, G or H will advance one step effective the commencement of the pay period that includes their anniversary date.~~
- ~~19-4-2 Any Employee on Column A1 on June 30, 2022 will be moved to the new A1 effective the commencement of the pay period including July 1, 2022 and upon completion of new hire or promoted probation will move to the new B1, if applicable.~~
- 19-4-3 Employees hired on or after July 1, 2022 will be placed at Step B. ~~remain at that step for one (1) year and establish an anniversary date for future step increase.~~
- 19-4-4 Employees who are promoted or reclassified will be moved to the step on the new wage range consistent with Regulation-4293.
- 19-4-5 Upon completion of promotional ~~probation~~ ~~qualifying period~~, an Employee will advance one (1) step and establish a new step anniversary date, if applicable.
- 19-4-6 Employees who are voluntarily or involuntarily demoted or are placed in a lower wage range due to elimination of their position will be placed at a step in the new wage range consistent with Regulation-4293.

19-5 Notwithstanding any other provision of this Agreement, the Employee share of any future (2025 and later) Nevada PERS contribution rate increase shall be paid by the Employee, which will be done accomplished by reducing the hourly rates within Exhibit B salary schedule the equivalent of one-half (1/2) of the total Nevada PERS contribution rate increase on the effective date of the PERS rate increase unless the parties agree to a different method for payment of the Employee share of the rate increase. through negotiations, which may occur after implementation of the salary schedule reduction.

Should the Nevada PERS decrease the required Employer/Employee contribution rate, the Employees' percentage share of the change will increase the hourly rates within Exhibit B by the applicable percentage amount. (1/2) will be applied to the salary schedule.

19-6 Longevity Stipends: Employees that have completed twenty-five years of service with the District on or before July 1st (original hire date of July1, 1998 or before for 2023) will be receive a lump-sum payment of two-thousand five hundred dollars (\$2500.00) in the first full pay period in October each year. This lump-sum payment is Nevada PERS eligible compensation. After July 1, 2023, eligible employees who separate from the District prior to July 1st each year will receive a prorated amount of the Longevity Stipends in their final paycheck.

~~The Longevity Stipends are eliminated effective July 1, 2022, but Longevity Stipends will be paid in July of 2022 to employees who have reached their anniversary date prior to July 1, 2022 and a final prorated amount to eligible employees for the time from their last anniversary date through June 30, 2022.~~

19-6-1	25th and 26th years	\$ 750
19-6-2	27th and 28th years	1,000
19-6-3	29th +	1,250

~~19-6-4 The established schedule for longevity stipends will be paid accordingly for 9-month and 10-month employees and also for 11-month and 12-month employees. Those who separate prior to June 30, 2022, will be paid a prorated amount for actual time worked.~~

~~19-6-5 PERS will be paid by the District on longevity stipends.~~

19-7 ~~Effective with the 2007-2008 school year and thereafter,~~ the District shall recognize up to a maximum of five (5) years of experience (Step E1) (Step F1) as a Clark County School District Teacher/Administrator/School Police Personnel for those employees who are hired as a District support professional employee. This Article is recognized for salary placement only.

~~19-8 Except in case of Emergency, Employees will receive pay checks by the end of their regularly scheduled shift on established pay days.~~

19-9 Support Professional Job Title and Pay Grade Listing is attached hereto as Appendix C.

ARTICLE 20 Group Health Insurance

20-1 The District provides identified benefits for employees covered by this Agreement through the CCSD Health and Welfare Insurance Program. ~~for district Support Staff employees (“CCSD Program”) is hereby established, effective September 15, 2001, to replace the ESEA Health and Welfare Benefit Trust.~~

20-2 In addition to contributing toward the cost of the plan, on behalf of each Employee participating in the plan (“Plan Participant”), the School District agrees to provide payroll deduction for additional premiums and to provide such reasonable record keeping and verification of employment as may be required by the insurance carrier.

20-2-1 ~~Within said payments, set forth in 20-4-5,~~ the CCSD Program shall provide Short-Term Disability. The medical benefits package in the CCSD Program includes ~~voluntary~~ short-term disability benefits available for purchase by employees and paid through payroll deduction.

20-3 Additional Provisions

20-3-1 Employee Participation in Appeals Process. All ~~fully~~ insured carriers doing business in the State of Nevada and the federal Patient Protection and Affordable Care Act provide both internal and external appeal processes. These processes are defined in the applicable Summary Plan Description. ~~are required to provide members with a dispute resolution process. Appeal processes are defined in each Summary Plan Description, providing participants multiple levels of recourse. The insurance providers’ plans provide all covered employees with several levels of appeal to resolve disputes. The CCSD Program requires insurance providers to include an ESEA covered employee, to be selected by the District after consultation with ESEA, as a member of the Grievance Review Committee.~~

20-4 The parties shall ~~continue the~~ reconstitute a Joint Insurance Advisory Committee having a minimum of six members, half of whom shall be appointed by each party.

20-4-1 The Joint Insurance Advisory Committee will meet in Fall and Spring of each calendar year. The Fall will review the overall performance of each Plan at these meetings. The Fall meeting should identify any potential plan design modifications and provide sufficient time to complete the financial and actuarial analysis for such modifications. The Spring meeting will finalize plan designs and the projected overall expense and cost sharing responsibilities for the plans consistent with 20-4-2. If a consensus cannot be reached on plan design modifications the Chief Financial Officer or designee will have final authority. Nothing in this provision shall be interpreted as a waiver of mandatory bargaining over the subject of insurance following the expiration of the new collective bargaining agreement, but consistent with legal notice obligations. These decisions will facilitate a timely and effective open enrollment process for the following school year. ~~—quarterly and review the ESEA insurance programs. The committee will report the results of such review to the Chief Financial Officer, Finance and Operations Division.~~

~~20-4-2 In the event that there are surplus funds remaining from the School District's contribution for insurance benefits pursuant to Article 20-4-5 of the Negotiated Agreement, the following shall occur:~~

~~20-4-2-1 When such funds are determined to be a surplus, they shall be set aside in the restricted Insurance Reserve Account.~~

~~20-4-2-2 A report shall be made quarterly to the Joint Insurance Committee concerning the amounts set aside in the restricted Insurance Reserve Account, and the ending balance.~~

~~20-4-2-3 Upon mutual agreement of the District and the Association, this Article may be reopened for the limited purpose of discussing the structure, composition and functions of the Joint Insurance Advisory Committee.~~

20-4-3 In the event the **employee Plan Participant** premium for health insurance increases beyond the premium agreed to in Article 20-4-5, then the increase will be paid through any one or a combination of the following:

~~20-4-3-1 Any funds present in the restricted Insurance Reserve Account;~~

20-4-3-2 Monies designated by the Nevada State Legislature for health and welfare benefits for the District's support staff employees; or

20-4-3-3 A change in the benefits available under the plan, and/or an increase in **employee** Plan Participant contribution.

~~20-4-4 The Committee shall consider insurance proposals submitted to it for an insurance benefits package. The goal of the Committee shall be to make a recommendation to the Chief Financial Officer CFO. If a joint recommendation is not reached, then each party may submit a recommendation or recommendations from which the CFO may select. Nothing in this provision shall be interpreted as a waiver of mandatory bargaining over the subject of insurance following the expiration of the new collective bargaining agreement, but consistent with legal notice obligations.~~

20-4-5 The School District will increase the per-employee per Plan Participant per month contribution for the insurance benefits package **by September 1st each year as follows:**

Effective Date	Monthly Contribution	Percentage Increase from Previous Rate
9/1/2023	\$790.80	Fifteen percent (15%)
9/1/2024	\$830.34	Five percent (5%)

~~five percent (5%) fifteen percent (15%) effective on September 1, 2021 September 1, 2023 and by an additional five percent (5%) ten percent (10%) on September 1, 2022 September 1, 2024 Effective September 1, 2021 September 1, 2023, the School District will contribute the amount of \$654.90~~

~~\$790.80 per employee per Plan Participant per month for the insurance benefits package. Effective September 1, 2022 September 1, 2024, the School District will contribute the amount of \$687.65 \$830.34 per employee per Plan Participant per month for the insurance benefits package. The School District will also pay any additional sum, beyond the five percent (5%) increase, to ensure that Employees do not experience a reduction in their take home pay due to increased insurance costs for the 2021-2022 School Year.~~

Article 21 Work Day

21-4 No Employee covered by this Agreement will be permitted by the Immediate Supervisor or Appropriate Administrator to attend more than twelve (12) association meetings (up to two {2} hours per meeting) a year which are scheduled during the Employee's work day. The time permitted to attend association meetings will be non-paid ~~and will have to be made up by the Employee on the same workday,~~ and the Association meetings will not begin prior to 4:30 P.M. **Make-up time may be scheduled during the current week by mutual agreement of the Employee and the Immediate Supervisor or Appropriate Administrator.**

Article 22 Use of Facilities No changes

Article 23 Education Support Advisory Committee

23-6 Education Support Advisory Committee to the Superintendent:

23-6-1 The Education Support Advisory Committee will be comprised of the Association president, three (3) association members, and the Association's executive director **or designee.**

ARTICLE 24 Employee Personnel Files

24-5 It is the School District's intention **and obligation** that work rules, policies, and procedures are to be interpreted and applied uniformly to all Employees under similar circumstances.

Article 25 Surplus Assignment No Changes

Article 27 Use of Private Vehicles No Changes

Article 28 Public Employees Retirement System

28-2 Notwithstanding any other provision of this Agreement, the Employee share of any future PERS rate increase shall be paid by the Employee, which will be done by reducing the salary schedule the equivalent of one-half (½) of the total PERS rate increase on the effective date of the PERS rate increase unless the parties agree to a different method for payment of the Employee share of the rate increase through negotiations, which may occur after implementation of the salary schedule reduction.

For the July 1, 2023 Nevada PERS rate increase, the “in lieu of equivalent basic salary increase or cost of living increase,” option will be utilized on the 2023 Contribution Rate Change Certification declaration.

Article General Savings Clause No Changes

Article 30 No Strikes/Work Stoppage No Changes

Article 31 Discrimination Clause No Changes

Article 32 Work Practices

32-7 It is the School District's intention **and obligation** that work rules, policies, and procedures are to be interpreted and applied uniformly to all Employees under similar circumstances.

Article 33 Progressive Discipline

33-1 The continued employment of a regular status Employee is contingent upon proper performance of assigned duties and personal fitness. A Regular Status Employee may be **issued disciplinary action up to and including suspension, demotion and/or dismissal** ~~suspended, demoted, or dismissed~~ for just cause. **The District recognizes employees' rights emanating from NLRB v. J. Weingarten, Inc. 420 U.S. 251, and will not commence or continue an interview with an employee if the employee believes the interview could lead to disciplinary action and the employee asks for their union representative be present.**

33-2 The District agrees that principles of progressive discipline will be followed. Disciplinary actions may range from ~~informal conversation~~ **a written warning** to formal dismissal. ~~Whenever it is appropriate, an oral warning for the first offense will be utilized.~~ When extraordinary circumstances are involved, an Employee may be suspended immediately, without prior notice or an administrative evidentiary hearing.

33-2-1 Any behavior that results in a rating of not satisfactory on a written evaluation or direction for change shall be called to the Employee's attention in writing within twenty-five (25) Days **(as defined in Article 1-12)** after the observation.

It is recognized that such written direction may refer to previously given verbal warning(s) in recognition of the need to preserve the progressive discipline model. In the event the Employee or the Association requests in writing, and the School District agrees, in writing, to postpone an investigatory interview regarding the behavior, the twenty-five (25) Days day period shall be tolled during the pendency of the postponement.

33-2-2 The steps of formal discipline are:

1. Written Warning
2. Written Reprimand
3. Suspension of three (3) Days or less
4. Suspension of four (4) Days or more
5. Dismissal
- 6.

A documented Oral Warning or Summary of Conference is considered coaching and counselling and is not formal discipline. Documentation of an Oral Warning or Summary of Conference remains in a supervisory file and is not included in an employee's personnel file. Employees will be provided a minimum of two (2) Days written notice of a mandated investigatory interview.

Effective August 1st of each school year, the previous school years' documented Oral Warning or Summary of Conference are removed from the supervisory file.

33-3 **Written Reprimand**

- A. In the event that a written reprimand is issued, a copy will be given to the Employee not later than twenty-five (25) Days after the infraction. A copy shall also be placed in the Employee's personnel file. In the event the Employee or the Association requests in writing, and the School District agrees, in writing, to postpone an investigatory interview regarding the infraction, the twenty-five (25) day period shall be tolled during the pendency of the postponement. Further, in the event of a serious infraction or an infraction that has been or is being investigated by law enforcement or a government entity other than the School District, the twenty-five (25) day period does not apply. For purposes of this Article a serious infraction is conduct that would: constitute a crime or other violation of state or federal law; or, adversely affects the physical or mental health or safety of a student.
- B. The Appropriate Administrator shall meet with the Employee to discuss the reprimand. Pursuant to Article 24-3, the Employee may submit a written response to this document.

33-4 **Suspension of Three Days or Less**

- C. A written report of disciplinary action shall be completed by the suspending authority not later than twenty-five (25) Days after the infraction. The written report will be signed by the Employee, [acknowledging receipt of the report only](#), and transmitted to the Human Resources Division for inclusion in the Employee's personnel file. In the event the Employee or the Association requests in writing,

and the School District agrees, in writing, to postpone an investigatory interview regarding the infraction, the twenty-five (25) day period shall be tolled during the pendency of the postponement. Further, in the event of a serious infraction or an infraction that has been or is being investigated by law enforcement or a government entity other than the School District, the twenty-five (25) day period does not apply. For purposes of this Article a serious infraction is conduct that would: constitute a crime or other violation of state or federal law; or, adversely affects the physical or mental health or safety of a student.

33-6 **Suspensions of Four Days or More**

- G. Suspensions ~~shall~~ may be for consecutive Days and will not include more than two Days in an employee's work week. ~~administrators will except by mutual agreement between the Employee and the appropriate administrator.~~

33-7 **Unpaid Leave Pending Investigation/Indefinite Suspension**

- A. After reviewing the matter with the Employee, the Superintendent's designee may immediately place a Regular Status Employee on unpaid leave following the arrest or initiation of an investigation of the Employee by law enforcement or a government entity other than the School District, into the following allegations: conduct that adversely affects the physical or mental health or safety of a student (including but not limited to, sexual or physical contact with a student or child); felony arrest, charge, or conviction; intentional dishonesty with the District assuming the burden of proof of the intentional act by the employee, possession of a firearm or deadly weapon on District property as defined in NRS 200.265: crimes of moral turpitude; conduct that would constitute a crime or other violation of state or federal law which has an ~~direct~~ impact on the employee's position, or drug or alcohol-related offenses, which ~~directly~~ impacts the employee's ability to perform their duties. The unpaid leave will continue pending resolution of the charge or conclusion of the investigation by appropriate authorities.
- D. If at the conclusion of the investigation the Employee is determined to not have engaged in any crime, violation of state or federal law, or misconduct per the provisions of Section A above, that caused the unpaid leave, the Employee will receive back pay for the time the Employee was placed on unpaid leave pending investigation. If the employee receives disciplinary action of a written warning for the misconduct that led to the unpaid leave, the employee shall receive all back pay and benefits for the time the employee was off work. If the employee receives disciplinary action of a suspension for the misconduct that led to the unpaid leave, the employee will normally receive back pay and benefits less the length of the suspension after review of the facts and previous District action in similar circumstances by the Chief Human Resources Officer or their designee.
- E. In the case of an Employee who waives the right to a speedy trial for any criminal charges while on unpaid leave pending investigation, back pay and interest is capped at twelve (12) months.

- F. If the investigation results in a sustained dismissal of the Employee, the Employee shall not be entitled to **back** pay for any of the time the Employee was on unpaid leave pending investigation, regardless of the length of such leave.

33-10 **Appeal of Disciplinary Actions**

- A. Regular Status Employees may appeal **any** disciplinary actions through the regular grievance procedure outlined in Article 4 of this Agreement.
- B. **Disciplinary actions** of suspensions, demotions, or dismissals **sustained by the hearing(s) defined in 33-5 and 33-6** may be appealed by the Association. Such appeals will begin at Step 2 and be subject to the **Expedited** Arbitration Procedure (Article 4-18).

33-11 **Document Removal**

- A. An Employee who receives a disciplinary document, **but has no other disciplinary document issued within the previous three (3) years** in the Employee's personnel file and who does not subsequently receive any other disciplinary document, may submit a written request to have the disciplinary document removed **after two (2) years and one (1) day from issuance.** from their personnel file as follows:
1. Written Warning: one day following one (1) year after the date of issuance.
 2. Written reprimand: one day following eighteen (18) months after the date of-issuance.
 3. Suspension: one day following two (2) years after the date of-issuance.

ARTICLE 34 SPECIAL CONDITIONS

34-1 **Clothing Allowance**

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

34-1-1 Food Service employees, excluding those in an office/clerical setting, will be eligible to receive an \$80 shoe allowance annually, commencing after the completion of their probationary period and continuing on an annual basis thereafter. The shoe allowance is provided to assist eligible employees in purchasing appropriate footwear required for their roles within the food service department, ensuring compliance with safety and hygiene standards.

34-2 **Application Process for Summer Temporary Assignments**

34-2-3 The District will advertise summer temporary assignments internally before seeking out-of-District applicants. ~~Supervisors will be encouraged to give~~

First consideration for summer temporary job assignments will be provided to regular status support staff employees in the relevant job family.

34-3 **Bus Driver Guarantee**

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

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

~~34-5 **Bus Driver/Food Services Hours**~~

~~At the end of the third week of the school year, Food Services shall post remaining openings for additional hours in the Food Services Department, and CCSD bus drivers shall be permitted to bid on the Food Services hours. Bus drivers shall have no entitlement to the Food Services hours, and the denial or removal of a bus driver from a Food Services position may be appealed only to the Business Manager, Operations Unit, whose determination is final and shall not be subject to further appeal. Bus drivers working Food Services hours must meet all requirements mandated by regulation and Nevada state law with respect to Food Services positions. A bus driver who works Food Services hours and who subsequently gains bus driver total route time as defined in Article 34-4 above that conflicts with the Food Services hours must relinquish the Food Services hours in favor of the bus driver total route time.~~

~~This provision shall expire automatically at the end of the term of this Agreement, unless the parties mutually agree to incorporate it into the successor Agreement.~~

34-6 **Tool Allowance**

Automotive mechanics, parts re-builders, mechanic assistants, and automotive painters shall receive a ~~fifty (\$50)~~ **seventy-five dollars (\$75.00)** per month tool allowance. Automotive mechanic leaders, automotive workers, radiator repairers, and tire inspector/repairers shall receive ~~fifteen dollars (\$15)~~ **twenty-two dollars (\$22.00)** per month tool allowance.

34-7 **Remote Pay**

Full-time education support Employees assigned to remote or isolated areas that are currently receiving remote pay will be grandfathered to receive that compensation until they leave the District or accept a different position. ~~as of July 31, 2003 shall receive an incentive allotment in addition to their regular salary. Following are the rates:~~

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

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

~~34-7-1 For purpose of this procedure, a full-time Employee is hired to work eight (8) hours per day.~~

~~34-7-2 For Employees with less than a full-time assignment, the incentive allotment for remote area pay shall be prorated. Employees who work less than a full School Year will also have the incentive allotment prorated on the basis of actual time worked.~~

~~34-7-3 These Employees at Blue Diamond in 1991 or before shall receive remote pay in the amount of \$1,200 as long as they are employed at Blue Diamond. Employees assigned to Blue Diamond after 1991 shall not receive remote pay.~~

34-12 Transportation Aide Route Assignments

34-12-3 It is the District's intention that as a general rule, daily transportation aide at each bus yard shall be based on seniority, ~~with the most senior aides being assigned the longest routes and the most junior aides being assigned the shortest routes.~~

34-12-4 The provisions of Article 34-12 are not subject to the grievance process; however, a transportation aide who believes that a route assignment did not properly account for his or her seniority may appeal the route assignment to the appropriate Transportation Administrator for the assigned bus yard.

34-12-5 A Transportation Aide-Special Education who promotes to a Bus Driver or Special Education Bus Driver position will be placed based on the hire date

to the position in the applicable seniority list utilized by Bus Drivers and/or Special Education Bus Drivers to bid bus routes.

A Bus Driver or Special Education Bus Driver who demotes to a Transportation Aide-Special Education position will be placed based on the hire date to the position in the applicable seniority lists utilized at bus yards to assign Transportation Aides-Special Education to bus routes.

34-13 **Fingerprinting**

As required by Nevada Law, Employees must be fingerprinted once every five (5) years. For the term of this Agreement and ~~upon ratification of this Agreement,~~ the School District and its police department will waive any fees or cost for such fingerprinting.

ARTICLE 35 SAFETY AND HEALTH No Changes

ARTICLE 36 REQUEST FOR INFORMATION No Changes

ARTICLE 37 TRANSFER No Changes

ARTICLE 38 TERM OF AGREEMENT

38-1 This Agreement shall remain in effect until the 30th day of June ~~2023-2025~~ and shall continue from year to year thereafter. In the event the parties commence negotiations for a successor agreement, then this Agreement shall remain in full force and effect until such successor agreement is ratified.