

# **AGREEMENT BETWEEN**

**WASHOE COUNTY SCHOOL DISTRICT**

**AND THE**

**WASHOE EDUCATION SUPPORT PROFESSIONALS /  
NEVADA STATE EDUCATION ASSOCIATION**

**2023-2027**

**SUPERVISORY AND NON-SUPERVISORY UNITS**

**JULY 1, 2023**



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## **ARTICLE 1 AGREEMENT**

- 1.1 This agreement is entered into at Reno, Nevada, this first day of between the Board of Trustees of the Washoe County School District (hereinafter referred to as the Board) and the Washoe Education Support Professionals/Nevada State Education Association (WESP/NSEA) (hereinafter referred to as the Association). The parties to this Agreement are the Board and WESP/NSEA. (2011)

## **ARTICLE 2 PREAMBLE**

- 2.1 WHEREAS, The parties recognize that the Board is charged by law with the duty and responsibility of operating a public school system; AND WHEREAS, wages, hours, and other terms and conditions of employment of ESP school employees are matters of mutual concern to the Board and the Association.
- 2.2 THEREFORE, it is the intent and purpose of this Agreement to assure sound and mutual beneficial economic and employment relations between the parties hereto; to attempt to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstandings or grievances; and to set forth here in article form the agreements between the parties covering wages, hours, and other terms and conditions of employment as provided in Nevada Revised Statutes Chapter 288.

## **ARTICLE 3 DEFINITIONS**

### **3.1 DEFINITION OF TERMS**

- 3.1.1 The term "NRS 288" as used in this Agreement shall refer to Chapter 288 of the Nevada Revised Statutes, also known as the Local Government Employee-Management Relations Act.
- 3.1.2 The term "employee," as used in this Agreement, means an Education Support Professional ("ESP") employee holding a position listed under the Full Schedule Classes and Separate Schedule Classes on the ESPs Salary Schedule. Individuals holding positions listed under the Non-Scheduled Classes are not considered an "employee" as used in this Agreement. Effective on the date of ratification of the changes to the 2005-2007 Agreement, employees regularly scheduled to work less than 25 hours per week are not considered an "employee" for purposes of this Agreement and are not considered unit members. (2007)

Employees are covered by this Agreement unless otherwise noted in the Agreement.

- 3.1.2.1 A probationary employee is an employee who has not completed his/her initial nine (9) month probationary period and any extensions thereof; or an existing employee who has promoted or transferred to a position for which s/he has not previously completed his/her six (6) month probationary period and any extension thereof.



- 3.1.2.2 A post probationary employee is an employee who has completed his/her initial nine (9) month probationary period and any extensions thereof; or an existing employee who has promoted or transferred to a position and who has successfully completed his/her six (6) month probationary period and any extensions thereof.
- 3.1.2.3 A temporary employee is an employee who is hired on a temporary basis, for completion of a special project or task, an emergency, or for abnormal workloads. Temporary employees are not included in the bargaining unit.
- 3.1.2.4 If a temporary position exceeds six (6) months, the position will no longer be considered temporary and will be covered by the Agreement except as noted below. The employee's probationary period will begin from the date the position is no longer temporary. If at any time the District determines the position is no longer needed, the employee may be terminated from the District and Article 7, 8, and 14 shall not apply.
- 3.1.2.5 If it is determined a temporary position should be made regular, the position will be advertised as per Article 12 Transfers/ Promotions.
- 3.1.3 The term "School Trustees" as used in this Agreement shall mean the Trustees of the Washoe County School District.
- 3.1.4 The term "Association" as used in this Agreement shall mean the Washoe Education Support Professionals (WESP).
- 3.1.5 The term "District" as used in this Agreement shall mean the Washoe County School District.
- 3.1.6 The term "Superintendent" as used in this Agreement shall mean the Superintendent of Schools of the Washoe County School District or his/her designated representative.
- 3.1.7 The term "School Trustee" and "Association" shall include authorized officers, representatives, and agents.
- 3.1.8 The term "days" as used in this Agreement shall mean working days, not calendar days.
- 3.1.9 The term "year" as used in this Agreement shall mean fiscal year (July 1 through June 30), not calendar year (January 1 through December 31).
- 3.1.10 An "Association Representative" is a duly authorized Association representative appointed by the Association and noticed to the District. (2007)
- 3.1.11 For purposes of this Agreement "recognition" has meaning ascribed to it under NRS 288.136.(2007)

## **ARTICLE 4**

### **RECOGNITION AND DESCRIPTION OF BARGAINING UNITS**

#### **4.1**

##### **RECOGNITION**

4.1.1 In accordance with the provisions of Chapter 288 of the Nevada Revised Statutes, the Washoe Education Support Professionals (WESP) / Nevada State Education Association (NSEA) has submitted to the Board of Trustees of the Washoe County School District, (1) a copy of its constitution and by-laws; (2) a roster of its officers and representatives; (3) a pledge in writing not to strike against the local government employer under any circumstances; and (4) a verified membership list showing that it represents a majority of the employees eligible in the described bargaining units.

4.1.2 Therefore pursuant to and for the purposes of Chapter 288 of the Nevada Revised Statutes, the Board of Trustees recognizes the Association as the exclusive bargaining agent to negotiate wages, hours, and other terms and conditions of employment enumerated in NRS 288.150(2) for the ESP employees bargaining units.

4.1.3 Recognition shall be automatically renewed and continued in effect from year to year unless notice is given to the Association pursuant to NRS 288.160 by the District not less than ninety (90) days prior to the date of the expiration of this Agreement.

##### **4.1.4 ABSENCE FOR NEGOTIATIONS**

4.1.4.1 Negotiation conferences or meetings between the parties shall normally be held at reasonable times during the regular business day.

4.1.4.2 The Association's negotiating team shall be released from work duties to attend negotiating meetings with the District. Such released time for the Association's team shall be charged to Association Leave. Such absences must be arranged with reasonable prior written supervisor notification.

#### **4.2**

##### **EDUCATION SUPPORT PROFESSIONAL EMPLOYEE UNITS**

4.2.1 The Supervisory bargaining unit shall be composed of all employees in positions listed in Appendix A, Page A1.

4.2.2 The Non-Supervisory bargaining unit shall be composed of all employees in positions listed in Appendix A, pages A2 and A3.

4.2.3 Employees in confidential positions as defined by NRS 288.170 shall be excluded from the unit.

4.2.4 Temporary employees are not covered by this Agreement.

4.2.5 Employees regularly scheduled to work less than 25 hours per week are not covered by this Agreement. (2007)

4.3

**NEW/DELETED CLASSIFICATIONS**

4.3.1 The District shall consult with the Association as to the appropriateness of adding new employees or groups of employees to the bargaining units covered by this Agreement, in accordance with NRS 288.170.

4.3.2 When the District removes a position from the bargaining unit, the District will notify the Association prior to the removal.

4.4

The parties hereto agree not to discriminate against any employee on the basis of Association membership or non-membership and agree further that the provisions of this Article are applicable to all employees covered by this Agreement.

**ARTICLE 5  
ADVISORY COUNCIL**

5.1

An Advisory Council shall be established by the Association and the Superintendent.

5.2

The purpose of the council is:

5.2.1 To advise the Superintendent regarding policies, administrative regulations, procedures, practices and programs which will create a more productive educational atmosphere in the Washoe County School District.

Copies of all proposed policies and administrative regulations which will be presented to the Board will be provided to members of the Advisory Council.

5.2.2 Improve employee morale.

5.2.3 Apprise the Superintendent and staff of actual or potential problems involving the School District

5.2.4 Improve communications between employees, the Association and the District, and

5.2.5 Secure maximum productive and constructive improvement of all unit members in their primary goal, which is the educational process of the Washoe County School District.

5.3

The Council shall consist of (1) the Superintendent or his/her designee, who will act as the chairperson, (2) the President of the Association or his/her designee, (3) up to four (4) members of the Association, and (4) others who may be called upon by the Superintendent or the Association to attend the meetings.

5.4

The Superintendent shall convene the Advisory Council at least four (4) times a year. Additional meetings may be held with the mutual consent of the Superintendent and the President of the Association.

5.5

The agenda of each meeting shall be determined in advance. Both the Superintendent and the Association may place on the agenda any item dealing with the conduct, policies, or welfare of the public schools of Washoe County. The Superintendent will request from the Association President any items to be placed on the agenda as well as items that the Superintendent wishes to place on the agenda at least ten (10) days prior to the scheduled meeting. Subjects which are mandatory topics of bargaining under NRS 288.150(2) or are

covered by the Negotiated Agreement shall be excluded from Advisory Council agendas and shall not be subject to discussion at meetings.

5.6 Either party may request a meeting of the Advisory Council subject to the provisions of Article 5.4

5.7 Unless expressly stated by the District, no action taken by the District under this Article shall be construed as a waiver of any management right or the negotiation of subject matters which are not within the scope of mandatory bargaining, which are reserved to the District without negotiation under NRS 288.150(3)

## **ARTICLE 6 NO STRIKE AGREEMENT**

6.1 The Association recognizes the public policy as expressed in NRS 288.700 in which the Nevada Legislature declared:

6.1.1 That the services provided by the School District as an employer are of such nature that they are not and cannot be duplicated from other sources and are essential to the health, safety and welfare of the people;

6.1.2 That the continuity of such services is likewise essential, and their disruption incompatible with the responsibility to the people; and

6.1.3 It is the public policy of the State of Nevada that a strike against the School District as a local government employer is illegal.

6.2 The Association agrees to act and conduct its affairs in accordance with this policy. The Association, its officers and agents agree further that they shall not support any strike against the Washoe County School District, nor shall they engage in or support any action to impair the rendering of such essential services by the District.

## **ARTICLE 7 GRIEVANCE PROCEDURE**

7.1 **GRIEVANCE PROCEDURES**

7.1.1 **General Definitions**

7.1.1.1 A "grievance" is an allegation by an employee, group of employees, the Association, or the District based upon an alleged violation, misinterpretation, or inequitable application of any provision of the Negotiated Agreement.

7.1.1.2 An "aggrieved person" is an employee, a group of employees, the Association, or the District asserting a grievance.

7.1.1.3 The term "days" when used in this Article shall, except where otherwise indicated, mean working school days rather than calendar days. If the grievance procedure extends past the contracted year, the term "days" shall mean working days beyond the contract year.

**7.1.2 Purposes**

- 7.1.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise.
- 7.1.2.2 Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of the procedure.

**7.1.3 STRUCTURE**

- 7.1.3.1 A formal written grievance will be submitted on the Grievance Form. All written responses to the grievance will be submitted on the Grievance Form. Additional sheets may be attached to the Grievance Form as needed. A copy of the Grievance Form is attached to the Agreement.
- 7.1.3.2 If the aggrieved person is the District, then the grievance shall proceed directly to Level Four (Arbitration) under Article 7.2.5.

**7.1.4 Time Limits**

- 7.1.4.1 As a courtesy to all parties involved, the aggrieved person and the responding party will advise each other at least two (2) days before meetings/hearings in this procedure who, other than the aggrieved person and the District representative, will be present.
- 7.1.4.2 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process.
- 7.1.4.3 If an employee, group of employees, the Association, or the District does not file a grievance in writing as provided herein within fifteen (15) days after the employee, group of employees, the Association, or the District knew of or should have known of the act or condition on which the grievance is based, then the grievance shall be deemed waived.
- 7.1.4.4 If an aggrieved person fails to comply with the requirements set forth in Article 7.2, then the grievance shall be deemed waived.
- 7.1.4.5 Any and all time limitations as set forth in this Article may be extended upon agreement of the parties, which shall not unreasonably be withheld. With prior written notice to the Association, the District may unilaterally extend by seven (7) days the time required for it to respond under Article 7.2.2.3, 7.2.3.3, and 7.2.4.3.

## 7.2

### PROCESS

#### 7.2.1 Informal Level

- 7.2.1.1 If an aggrieved person believes that he/she has a grievance, he/she shall first discuss the matter informally with his/her immediate supervisor in an effort to resolve the matter. The supervisor shall be informed as to the nature of the problem, in writing, prior to this meeting being scheduled. If a grievance is resolved at the informal level, the resolution shall be reduced to writing and forwarded to the Association and the Talent Office.

#### 7.2.2 Level One – Immediate Supervisor

- 7.2.2.1 If the aggrieved person is not satisfied with the outcome of the informal procedure, he/she shall, within ten (10) days following the date of the informal conference, submit his/her formal grievance in writing to the immediate supervisor and the Talent Office. The formal grievance must be in writing and must include the specific provisions of the Negotiated Agreement in question and describe the conduct at issue and remedies sought.
- 7.2.2.2 Within five (5) days after receipt of the completed formal grievance, the immediate supervisor shall schedule a meeting to hear the grievance.
- 7.2.2.3 Within ten (10) days from the date of the Level One meeting, the immediate supervisor shall render a decision and the reasons therefore in writing on the prescribed form to the aggrieved person, with a copy to the Association and to the Talent Office.

#### 7.2.3 Level Two – Next Level Supervisor

- 7.2.3.1 If the aggrieved is not satisfied with the disposition of his/her grievance at Level One, then the aggrieved person may file with the Talent Office a written request to elevate the grievance to the next level supervisor at Level Two. The written request to elevate the grievance to Level Two must be filed with the Talent Office within ten (10) days after the issuance of the Level One decision and must specify in writing those areas of the Level One decision with which they disagree and the basis for disagreement.
- 7.2.3.2 Within five (5) days after receipt of the completed request to elevate the grievance to Level Two, the next level supervisor shall schedule a meeting to hear the grievance.
- 7.2.3.3 Within ten (10) days after the Level Two grievance meeting, the Level Two hearing officer shall render a decision and the reasons therefore in writing on the prescribed form to the aggrieved person, with a copy to the Association and to the Talent Office.

**7.2.4 Level Three - Superintendent of Schools**

- 7.2.4.1 If the aggrieved is not satisfied with the disposition of his/her grievance at Level Two, then the aggrieved person may file with the Talent Office a written request to elevate the grievance to the Superintendent or his/her designee at Level Three. The written request to elevate the grievance to Level Three must be filed with the Talent Office within ten (10) days after the issuance of the Level Two decision and must specify in writing those areas of the Level Two decision with which they disagree and the basis for disagreement.
- 7.2.4.2 Within five (5) days after receipt of the completed request to elevate the grievance to Level Three, the Superintendent or his/her designee shall schedule a meeting to hear the grievance.
- 7.2.4.3 Within ten (10) days after the Level Three grievance meeting, the Level Three hearing officer shall render a decision and the reasons therefore in writing on the prescribed form to the aggrieved person, with a copy to the Association and to the Talent Office.

**7.2.5 Level Four - Arbitration**

- 7.2.5.1 If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, the Association may notify the Talent Office in writing that the Association wishes to take the grievance to arbitration.
- The written request to take the grievance to arbitration must be filed with the Talent Office within ten (10) days after the issuance of the Level Three decision and must specify in writing those areas of the Level Three decision with which they disagree and the basis for disagreement.
- 7.2.5.2 Within five (5) days after written notice of submission to arbitration, the parties shall meet to select a mutually agreeable arbitrator, with preference given to arbitrators located in Nevada.
- If the parties cannot select a mutually agreeable arbitrator, then the parties shall jointly request the American Arbitration Association (AAA) or the Federal Mediation & Conciliation Service (FMCS) to furnish a list of seven (7) arbitrators from which the arbitrator shall be selected. Such selection shall be accomplished by the Association and the School District each striking one (1) name from the list in turn until one (1) name remains. The order of striking shall be determined by coin toss with the winner of the coin toss making the decision on who will initially strike the first name. The final selection of the arbitrator shall be made within five (5) days following receipt of the list of

arbitrators. The arbitrator so selected shall meet with the parties to schedule the arbitration.

7.2.5.3 In the event there is a question as to whether a specific grievance is arbitrable, such a threshold issue shall be considered first through written briefing limited to the issue of arbitrability only. The aggrieved person shall file its brief on Arbitrability first, and the responding party will file its brief on Arbitrability second. If the arbitrator finds the issue is not arbitrable, no further consideration of the grievance shall be allowed. If the arbitrator is unable to make a determination on arbitrability, then he/she may proceed to hear the grievance even though no decision will be rendered on the grievance if he/she subsequently determines the issue is non-arbitrable. If the arbitrator finds the issue arbitrable, he/she shall proceed to hear the grievance.

7.2.5.4 All hearings held by the arbitrator shall be in closed sessions and no news releases shall be made concerning progress of the hearings.

7.2.5.5 Unless extended by mutual agreement, the arbitrator shall issue his/her report not later than thirty (30) days from the date of the close of the hearing. The arbitrator's decision shall be submitted in writing to the District and the Association only and shall set forth his/her findings of fact, reasons, and decision on the issues submitted. The arbitrator's decisions shall be binding except as provided in Section 7.2.5.6 and shall be consistent with the law and with the terms of this Agreement.

7.2.5.6 The School Trustees agrees to the binding arbitration of grievances as specified in the preceding section. However, in the event that the arbitrator's award would cost the District in excess of 1/2 cent on the tax rate (or its equivalent) for any one (1) specific grievance or one (1) cent on the tax rate in the aggregate (more than one (1) grievance) during the term of the Agreement, then the School Trustees shall have final authority in the resolution of the grievance and the arbitrator's decision shall be advisory only.

7.2.5.7 The costs of services of the arbitrator shall be shared equally by the Association and the School District.

## 7.3

### MISCELLANEOUS

7.3.1 Decisions rendered at all levels of the formal grievance procedure shall be in writing attached to the appropriate form, and shall set forth the decisions and reasons, therefore. The grievance forms contained in Appendix D are included for the sole purpose of making employees aware of the forms that must be used in filing a grievance. Grievance forms may be modified by the District at any time, with or without notice. Appendix D is not in any way subject to the grievance procedure.

7.3.2 If in the judgment of the Association, a grievance affects a group or class of employees, the Association shall submit such grievance in writing to the



Superintendent directly and the processing of such grievance shall begin at Level Three.

- 7.3.3 All documents, communications and records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.
- 7.3.4 Forms for filing and processing grievances and other necessary documents as approved in this Agreement, shall be prepared by the School District and made available through the Talent Office. . Grievance forms presently in use in the District shall be continued until revised forms are mutually agreed upon.
- 7.3.5 A grievance may be withdrawn at any level by the aggrieved person without prejudice.
- 7.3.6 The sole remedy available for any alleged breach of this Agreement or any alleged violation of rights hereunder granted, shall be pursuant to the foregoing grievance procedure, provided however, that nothing contained herein shall deprive any party of any legal right.
- 7.3.7 If an employee is called as a witness during regular school hours, such employee shall do so without loss of pay. The party calling the witness shall be responsible for paying that portion of the witness's salary for the time spent away from work.
- 7.3.8 No reprisals of any kind shall be taken by either party against any school representative or any other participant in the grievance procedure by reason of such participation.

## **ARTICLE 8**

### **DISCIPLINE: PROBATIONARY/POST PROBATIONARY EMPLOYEES**

#### **8.1 PROBATIONARY EMPLOYEES**

- 8.1.1 The nine (9) month or six (6) month probationary period of an employee may be extended by the District. When the District extends the probationary period of an employee, the employee will be notified of the reason in writing or in the performance evaluation process. (2007)

#### **8.2 DISCIPLINARY ACTIONS**

- 8.2.1 The District shall not suspend without pay; demote or discharge a post-probationary employee as a disciplinary action without just cause.

#### **8.3 PROGRESSIVE DISCIPLINE**

- 8.3.1 The District and Association agree that progressive discipline is a constructive and advantageous method of dealing with problems involving post-probationary employee performance and misconduct. Progressive discipline assists the District in rectifying unsatisfactory performance and misconduct of a post-probationary employee by providing information as to the manner with which the problem can and must be corrected. Furthermore, it serves to provide fair notice to the post-probationary employee that failure to rectify unsatisfactory performance and misconduct will result in further disciplinary action. The principles of progressive discipline do not preclude a higher level of disciplinary action being taken on a first offense if the offense committed is

sufficiently serious to warrant such action, in the reasonable judgment of the District. (2007)

8.3.2 For post-probationary employees, including six (6) month probationary employees, the District agrees to adhere to the principles of progressive discipline in matters which require disciplinary action. Such actions may include written warnings and reprimands, suspension without pay, demotion and termination. (2007)

8.3.3 When an employee is performing unsatisfactorily and/or is engaging in misconduct that may lead to disciplinary action against the employee, the supervisor shall meet with the employee in an investigatory/due process meeting in order to discuss the allegations of unsatisfactory performance and/or misconduct. (2007)

Prior to a supervisor meeting with an employee for an investigatory/due process meeting the employee shall be informed they have the right to have an Association Representative present. When there are not exigent circumstances, the supervisor should inform the employee in writing. (2007)

In the event extraordinary circumstances are involved, as determined by the District, the employee may be placed on paid administrative leave/ reassignment until the investigation is complete.

8.3.4 **Step I (Written Warning)**

- A. Upon completion of the investigation the supervisor shall meet with the employee to advise the employee of the decision to issue a Written Warning. The Written Warning is to be given to the employee by the supervisor and the employee may respond in writing to the warning and have the response attached. (2007)
- B. The Written Warning and the written response by the employee, if any, will be placed only in the employee's site file. (2007)
- C. This is an informal warning.
- D. An employee issued a Written Warning, who does not receive a subsequent Written Warning, Reprimand, or Suspension/Demotion for the same or related matter within a 24-month period shall not have the Written Warning referenced in future disciplinary proceedings and it shall be removed from the site file upon the employee's written request. Written Warnings issued for conduct related to violence or the threat of violence may be referenced in future disciplinary proceedings. Conduct considered to be violent is defined as the exertion of physical force so as to injure, damage, abuse, or intimidate. Conduct considered to be a threat is defined as a communicated intent to inflict physical or other harm on any person or on property. An employee who has had no incidences of violence or of threatening violence for four (4) years, and who has demonstrated s/he has overcome violent or threatening behaviors, may upon written request have it removed from his/her site file. (2007)

8.3.5

**Step II (Written Reprimand)**

- A. Upon completion of the investigation, the supervisor shall meet with the employee to advise the employee of the decision to issue a Written Reprimand. The Written Reprimand is to be given to the employee by the supervisor and the employee may respond in writing to the reprimand and have the response attached. (2007)
- B. A copy of the Written Reprimand, and the written response by the employee, if any, will be placed in the employee's personnel file. (2007)
- C. A reprimand form issued to an employee who has met the expected standards, and who has received no subsequent Written Warnings, Reprimands, or Suspension/Demotions for the same or related matter shall not be referenced and shall be removed from the employee's personnel file upon the employee's written request, anytime after thirty-six (36) months have elapsed from the original date of issue. Reprimands issued for conduct related misconduct that, in the discretion of the District, is serious may remain in an employee's personnel file and may be referenced in future disciplinary proceedings. Conduct considered to be violent is defined as the exertion of physical force so as to injure, damage, abuse, or intimidate. Conduct considered to be a threat is defined as a communicated intent to inflict physical or other harm on any person or on property. An employee who has had no incidences of violence or of threatening violence for four (4) years, and who has demonstrated s/he has overcome violent or threatening behaviors may, upon written request of the employee, have a Written Reprimand removed from his/her personnel file. (2007)

8.3.6

**Step III (Suspension/Demotion)**

- A. Upon completion of the investigation the supervisor shall meet with the employee to advise the employee of the decision for the suspension/demotion. A suspension/demotion letter is to be given to the employee by the supervisor and the employee may respond in writing to the suspension/demotion and have the response attached. (2007)
- B. A copy of the suspension/demotion letter, and the written response by the employee, if any, will be placed in the employee's personnel file. (2007)
- C. A suspension/demotion issued to an employee who has met the expected standards and who has received no subsequent Written Warnings, Reprimands, or Suspension/Demotions for the same or related matter shall not be referenced and shall be removed from the employee's personnel file, upon written request, any time after thirty-six (36) months have elapsed from the original date of issue. Suspensions/demotions issued for conduct related violence or the threat of violence may remain in an employee's personnel file and may be referenced in future disciplinary proceedings. Conduct considered to be violent is defined as the exertion of physical force so as to injure, damage, abuse, or intimidate. Conduct considered to be a threat is defined as a communicated intent to inflict physical or other harm on any person or on property. An employee who has had no incidences of violence or of threatening violence for five (5) years, and who has demonstrated s/he has overcome violent or

threatening behaviors may, upon written request of the employee, have a suspension/demotion removed from his/her personnel file. (2007)

**8.3.7 Step IV (Termination)**

- A. Upon completion of the investigation, the District shall inform the employee of the termination in writing.

**8.4 APPEALS**

8.4.1 Post-probationary employees who are suspended without pay, who are demoted or terminated as a disciplinary measure may appeal such action through the grievance procedure (see Article 7). (2007)

8.4.2 Probationary employees who are either serving their initial nine (9) month probationary period or a six (6) month probationary period in a new position, and any extension thereof, may not appeal disciplinary actions through the grievance procedure (see Article 7). (2007)

8.4.3 In the event the appeal reaches arbitration, the sole issue upon which the arbitrator is to render an opinion shall be whether or not there was just cause for the District to take the specific disciplinary action which was taken.

**8.5 MISCELLANEOUS**

8.5.1 Any absence without authorization shall be grounds for disciplinary action. Any unauthorized absence for three (3) consecutive workdays shall constitute an abandonment of position and may be treated by the District as a resignation and the provisions of Articles 7 and 8 shall not apply.

8.5.2 Prior to noticing the employee of his/her separation under this section, the District will, with the exception of the initial nine (9) month probationary period employees, send a certified letter to the employee at his/her address of record advising of the District's intent to separate them unless they contact the District within six (6) calendar days from the date the letter was mailed. In the event the employee reports to work within the six (6) days, the District may still proceed with discipline, however, the action shall be subject to Articles 7 and 8 for post-probationary employees, as defined above.

**ARTICLE 9  
SICK LEAVE AND OTHER LEAVES**

**9.1 SICK LEAVE**

**9.1.1 General Provisions**

9.1.1.1 Employees regularly scheduled to work at least five (5) hours per day or twenty-five (25) hours per week are eligible for leaves in this Article.

9.1.1.2 Sick leave is to be used only if the employee is unable to perform his/her duties. In instances where an administrator is concerned that inappropriate use of sick leave has occurred, verification of the employee's illness or disability, may be required in order to charge the absence to sick leave.

In the event of accident, injury, disability, or safety concerns, verification of the employee's fitness to return to work may be required by the District. The District may require an independent medical examination of the employee at the District's expense, with a physician selected by the District. The results of such examination are to be forwarded to the District.

- 9.1.1.3 Sick leave must be earned before it can be accrued and used. To be earned for any biweekly pay period, the employee must be in pay status (meaning on-the-job, and/or on paid vacation leave, sick leave, holiday leave, etc.).

## 9.1.2 **Accrual and Accumulation**

- 9.1.2.1 Employees will accrue sick leave at the rate of .058 hour of sick leave for each hour in pay status.

Examples:

A twelve (12) month employee paid over twenty-six (26) biweekly pay periods would accrue .058 per hour x 26 pay periods for approximately 15 days sick leave.

A ten (10) month employee paid over twenty-two (22) biweekly pay periods would accrue .058 per hour x 22 pay periods for approximately 12.76 days sick leave.

- 9.1.2.2 Employees who work less than eight (8) hours per day shall accrue sick leave on a proportional basis (i.e., a food service employee who works a six-and-one-half-hour (6-1/2) day would earn .58 days of sick leave per biweekly pay period - each sick leave day being six-and-one-half (6-1/2) hours).

- 9.1.2.3 Unlimited days of sick leave may be accumulated.

- 9.1.3 Upon separation, employees with at least ten (10) years of continuous service in Washoe County shall be entitled to payment for accumulated sick leave in accordance with Washoe County School District Regulation 4242.1. For purposes of this section, years of service shall include years of service in a non-bargaining unit ESP position. Regulation 4242.1 shall not be incorporated into this Agreement by references and thus shall not be subject to the grievance procedure. If an employee separates from the District and returns within three (3) years of the separation, said employee will be entitled to the restoration of their sick leave accruals that had not previously been paid out.

- 9.1.3.1 For purpose of this article, "separated" shall mean retired, resigned, or deceased.

- 9.1.3.2 Total monies available for this compensation shall be .00328 of total General Fund State Revenues as shown in the amended General Fund Budget approved by the Board during the calendar year the benefit will be distributed.

- 9.1.3.3 The rate of pay shall be as follows: 25% of the days of accumulated sick leave, to a maximum of 190 days, multiplied by the employee's daily rate of pay at the end of the previous fiscal year.
- 9.1.3.4 Checks for said unused sick leave will be distributed to the employee within 90 days after the close of the fiscal year in which the employee separates. Checks for said unused sick leave for the estate of deceased employees will be distributed to the estate as soon as possible after the employee's death.
- 9.1.3.5 Employees may purchase PERS Service Credit with this benefit.

## 9.2 LEAVE FOR SURGERY AND MEDICAL APPOINTMENTS

- 9.2.1 Use of accrued sick leave shall be allowed for surgery and/or medical appointments. An administrator/supervisor may require advance approval and/or a medical note from a physician.

Employees will make a reasonable effort to schedule medical appointments outside of their regularly scheduled workday. If this is not possible, employees will make a reasonable effort to schedule medical appointments at a time that will be least disruptive to the work location.

Employees will make a reasonable effort to schedule surgeries during the summer break or at a time that is least disruptive to the work location. Sick leave hours may be used, provided that the employee completes documentation in advance explaining the dates of the absence, the reason for absence, and that their supervisor has been made aware of the absence. The documentation will be submitted to the appropriate Human Resources Technician for approval before sick leave hours will be deducted. Employees who use sick leave during summer break or at a time that is least disruptive to the work location will have the same accruals and deductions made as other times during the year.

## 9.3 BEREAVEMENT LEAVE

- 9.3.1 Employees will be granted one (1) or more leaves of absence per year for bereavement of the immediate family. Not more than ten (10) consecutive days per occasion shall be allowed and leave will be deducted from sick leave. Immediate family shall mean: Mother, father, husband, wife, children, sister, brother, mother-in-law, father-in-law, foster parents, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step parents, half brother, half sister, grandchildren, grandparents, aunts and uncles, niece, nephew and stepchild and any person living in the immediate household of the employee. Request for extension of this leave shall be directed to the Superintendent. (2007)

## 9.4 FAMILY ILLNESS

- 9.4.1 Employees will be granted a leave of absence with pay, to be deducted from sick leave, for not more than ten (10) days per year when unavoidably absent because of a serious accident or illness within the immediate family. Immediate family shall mean: Mother, father, husband, wife, children, sister, brother, mother-in-law, father-in-law, foster parents, sister-in-law, brother-in-

law, son-in-law, daughter-in-law, step parents, half brother, half sister, grandchildren, grandparents, aunts, uncles, niece, nephew and stepchild and any person living in the immediate household of the employee. Request for extension of this leave should be directed to the Superintendent. Verification of the illness from the attending physician may be required. (2007)

## **9.5 USE OF SICK LEAVE TO SUPPLEMENT WORKER'S COMPENSATION**

- 9.5.1 Employees may use accrued sick leave to supplement worker's compensation benefits provided; however, the sick leave payments shall not exceed the difference between the employee's salary and the worker's compensation benefits. If sick leave is used to supplement worker's compensation benefits, approximately one-third (1/3) day of sick leave will be deducted from the employee's sick leave accrual.

## **9.6 CHILD-REARING LEAVE**

- 9.6.1 Upon written verification from her physician that she is unable to perform her duties due to disabilities caused by or attributed to by pregnancy, miscarriage, childbirth, or recovery therefrom, an employee may have the option of charging such period of disability to her accrued sick leave.
- 9.6.2 An employee may be granted a child-rearing leave without pay not to exceed twelve (12) calendar months upon written application to the Board of Trustees submitted at least one (1) month prior to the commencement of the requested leave. Such request must be accompanied by a birth certificate, if appropriate.
- 9.6.3 Such leave may be requested at any time during the pregnancy or within four (4) months after the birth of the child.
- 9.6.4 No benefits shall accrue to the employee while on a child-rearing leave, except that the employee shall be credited with one (1) year of service for salary advancement if he/she worked the major portion of the school year at the time such leave commenced. Upon return, the employee shall be credited with any accumulated unused sick leave.
- 9.6.5 In the event the female employee is on a child-rearing leave and becomes unable to perform her duties due to such disabilities caused by or attributed to childbirth as verified in writing by her physician, she may have the option of charging such period of time to her accrued sick leave. Upon termination of such disability, the employee may continue her child-rearing leave.
- 9.6.6 Upon written application to the Board of Trustees, showing unusual and extenuating circumstances necessitating extended child-rearing leave, the Board of Trustees, at its discretion, may extend the leave for an additional period up to twelve (12) calendar months.
- 9.6.7 Adoption Leave shall be granted to an employee who has been employed in the District for twenty-seven (27) working months. The District shall be notified by the employee of the pending adoption as soon as the employee has applied for adoption. A leave shall commence no later than nine (9) months after the placement of the child in the home.
- 9.6.8 Three (3) months prior to the expiration of a child-rearing/adoption leave, the employee shall notify the District whether he/she plans to return to work.



- 9.6.9 Upon return, the employee shall be paid at the salary step on the salary schedule immediately higher than the step applicable at the beginning of such leave, provided that the employee worked the major portion of the school year at the time the leave commenced. Upon return, the employee shall be credited with the unused sick leave accumulated at the time the leave of absence commenced.

**9.7 PERSONAL LEAVE**

- 9.7.1 Upon five (5) days advance notification to the supervisor, and with prior approval of the supervisor, one (1) day of personal leave shall be granted each year without deduction. In case of personal emergency, notice should be given as early as possible. The personal business must be such that it will not reflect adversely on the District.
- 9.7.2 Employees who have completed three (3) years of service will have two (2) days of personal leave, with the first day of personal leave under the same conditions as above. The second day shall be deducted from accumulated sick leave, provided the personal business cannot be taken care of outside the scheduled workday.
- 9.7.3 All personal leave shall require prior approval by the supervisor and cannot be used on the day before or the day after a scheduled holiday or break (fall, winter, spring). Personal leave cannot be requested during the first two (2) weeks and last two (2) weeks of the school year.
- 9.7.4 Upon reasonable prior notification in writing to the supervisor, an employee shall be granted one (1) day of personal leave per year without pay. Such authorization shall also be in writing. (2016)
- 9.7.5 District staffing needs, as well as emergency situations, may require denial of personal leave requests and/or rescheduling of approved personal leave dates. An example of an emergency is any situation that might threaten the life, safety, or health of employees, students, or the public, or that which might cause damage to any District facility.

**9.8 JURY DUTY**

- 9.8.1 All employees who are required to report for jury duty shall not have loss in pay due to such service. However, any jury pay received by the employee shall be remitted to the Business and Finance Department. An employee who reports for such service and is excused therefrom shall immediately contact the supervisor and report for work, if requested.

**9.9 MILITARY LEAVE**

- 9.9.1 Employees who must serve under orders in military programs shall have no loss of salary from the School District for required participation in such programs for up to fifteen (15) days per year.

**9.10 SCHOOL BUSINESS LEAVE**

- 9.10.1 Any employee requested or required to participate in a District sponsored activity, or meeting, which occurs during his/her work hours, shall do so without



loss of pay, unless the request clearly indicates participation is voluntary and no reimbursement will occur.

9.11

**ASSOCIATION LEAVE**

9.11.1 Upon reasonable prior notification in writing to the appropriate supervisor and administrator (to be forwarded to Human Resources), the President of the Association or the President's designee shall be granted up to thirty (30) days leave with pay to be used for Association business. The thirty (30) days shall be distributed among the separate bargaining units as the Association desires. Such leave may accumulate up to forty (40) days in any given year. An additional two (2) days may be used by the President or a designee with pay, however, the Association shall reimburse the District at the President's or designee's hourly rate for such time. Such leave may be taken in hourly increments.

9.11.2 The Association President shall be granted a two (2) year Leave of Absence with pay. At the end of those two years the Association President will be guaranteed to return to the same position and location he/she formerly held. If his/her position has been eliminated, the President shall be placed in a position as provided in 9.11.2 (a) below. The Association shall reimburse the District for all of the President's compensation and benefits costs, including salary, PERS, Medicare, unemployment, medical insurance, etc. The Association shall notify the District sixty (60) days prior to the commencement of the leave.

In the event the President serves a second consecutive two-year term, the President will be guaranteed the following:

The District will make every reasonable effort to return the President to the same position and location. If the position is not available, the President shall be returned to a similar position within the same "Occupational Series Group." If a similar position is not available within the same "Occupational Series Group," the President will be assigned a position based upon his/her qualifications.

If the President is returned to a position at a lower pay range, the President is guaranteed his/her former higher rate of pay for a period not to exceed one (1) year or until the employee is placed in a position at equivalent pay range to his/her former rate, whichever comes first.

In the event the President is returned to a position at a lower pay range than his/her former position, the District and the Association agree to equally share the cost of the difference in rate of pay between the lower pay range and the current rate of pay for his/her former position, not to exceed one year.

In the event the President serves more than two two-year terms, the President will be returned to a position based upon his/her qualifications. Furthermore, the President will be compensated at the rate of pay for that position and is not guaranteed the rate of pay as provided above in 9.11.2 (b) and (c).

9.12

**LEAVE OF ABSENCE WITHOUT PAY**

9.12.1 ESP employees may request in writing a leave of absence without pay for a specific period of time. Such leaves must be approved by the Chief Talent Officer or his/her designee. In the event a request is denied the employee will

be notified in writing as to the reason for denial. The employee may appeal denial of the leave request to the Superintendent. The Superintendent's decision is final.

Employees with less than six (6) months of service may not be granted a leave of absence without pay in excess of one (1) month.

Employees with more than six (6) months, but less than twelve (12) months of service, may not be granted a leave of absence without pay in excess of three (3) calendar months.

Employees with twelve (12) months or more of service may be granted a leave of absence without pay not to exceed twelve (12) calendar months. Any leave of absence of one (1) month or more shall not be counted towards the completion of any required probationary period.

Failure to return to work following a leave of absence shall be grounds for termination.

Employees on a leave of more than three (3) months are required to inform their administrative supervisors no later than two (2) months prior to the expiration of their leave, if they will or will not return to work. Notification must be in writing. Failure to provide written notification in accordance with this section will automatically forfeit the right of the employee to return and shall be considered a resignation. (2003)

An unauthorized absence for three (3) consecutive workdays following a leave of absence shall constitute a voluntary "quit" (resignation).

9.12.2 Employees regularly scheduled to work at least four (4) hours per day and twenty (20) hours per week may, with the supervisor's approval, be eligible for leaves as outlined in 9.12.1.

9.12.3 If an employee accepts a position resulting from the current incumbent taking a leave of absence, and the employee accepting the position does not receive a leave of absence from his/her position, and if the current incumbent returns to his/her previous position, the employee filling the position shall separate from the District and will have no rights under Article 14, Reduction In Force.

## **9.13 LEAVE OF ABSENCE FOR VOTING**

9.13.1 Absence with pay may be granted by the appointing authority to allow employees time off to vote, pursuant to the provisions of NRS 293.463.

## **9.14 SICK LEAVE BANK**

9.14.1 The sick leave bank is provided to assist ESP employees who are unable to perform the duties of their position because of catastrophic or life-threatening illness, or accident and which will require a lengthy convalescence, providing days are available in the sick leave bank.

9.14.2 In order for an employee to be eligible to participate in the sick leave bank, the employee must have been employed by Washoe County School District for a minimum of one (1) year of continuous service.

- 9.14.3 Employees interested in participating in the sick leave bank shall complete and submit a Sick Leave Bank Participation/ Authorization form to the Sick Leave Bank Committee of the Washoe Education Support Professionals (WESP) / Nevada State Education Association (NSEA).
- 9.14.3.1 Sick Leave Bank Participation/Authorization forms will only be accepted during the open enrollment period of October 1 through October 31.
- 9.14.3.2 Sick Leave Bank Participation/Authorization forms are available upon request from the Human Resources office or the WESP office.
- 9.14.4 Employees who enroll in the sick leave bank shall donate and have deducted from their own sick leave account one (1) day for the operation of the sick leave bank.
- 9.14.5 Employees participating in the sick leave bank shall continue their participation from year to year unless they notify the ESPs Sick Leave Bank Committee in writing during the open enrollment period of their intent to withdraw.
- 9.14.5.1 An employee who withdraws from the sick leave bank may not be reimbursed for sick leave days already contributed.
- 9.14.6 Employees who retire from the District may donate to the sick leave bank a maximum of one (1) unused sick leave day from their personal sick leave account. This donation is in addition to any other days contributed during the year.
- 9.14.7 If at any time during a fiscal year, the total number of hours in the sick leave bank is less than 480 hours, the ESPs Sick Leave Bank Committee will inform Human Resources and all sick leave bank participants that one (1) sick leave day will be deducted from their personal sick leave for operation of the sick leave bank. If an employee is unable to donate a sick leave day because the employee does not have a day to donate, the employee will have a day deducted as soon as a sick leave day is accumulated.
- 9.14.7.1 The circumstances that lead to this contribution shall constitute a waiver of the one-day limit specified in 9.14.4.
- 9.14.8 The total number of hours that may be utilized from the sick leave bank in one year is 3,500.
- 9.14.9 Hours not used will be carried over to the next year.
- 9.14.10 Only employees who have contributed to the sick leave bank are eligible to receive assistance from the sick leave bank.
- 9.14.11 Employees must exhaust all available appropriate leaves and compensatory time (if any) before they can become eligible to receive assistance from the bank.
- 9.14.12 Employees who enroll in the sick leave bank in October are not eligible for assistance from the bank until January 2. Employees who wish to apply for

assistance from the sick leave bank shall complete and submit a Sick Leave Bank Assistance Application to the ESPs Sick Leave Bank Committee. Sick Leave Bank Assistance Applications are available upon request from the Human Resources office or the WESP office.

- 9.14.12.1 The ESPs Sick Leave Bank Committee shall review the employee's sick leave bank application and sick leave account and usage.
- 9.14.12.2 Employees who participate in the sick leave bank shall allow the ESPs Sick Leave Bank Committee to review their sick leave account and usage.
- 9.14.13 The ESPs Sick Leave Bank Committee shall forward its decision to the Human Resources office. Responsibility for determining who shall receive assistance from the bank rests exclusively with the WESP's ESPs Sick Leave Bank Committee. The WESP holds the District harmless in the event of any action by an employee relative to use of the bank. The decision of the Committee is final and is not subject to review, complaint, or grievance.
- 9.14.14 An employee approved for assistance from the sick leave bank may be granted a maximum of sixty (60) days of sick leave per year.
- 9.14.15 An employee who receives sick leave from the sick leave bank is entitled to payment for that leave at a rate no greater than his/her current hourly rate of pay.
- 9.14.16 Any sick leave which an employee receives from the sick leave bank, which was not used at the time the catastrophic illness or accident ceased to exist or upon resignation or termination of the employment of the employee, shall be returned to the sick leave bank.

Sick Leave Bank days shall not be used for elective surgery.
- 9.14.17 An employee receiving assistance from the sick leave bank shall not accrue leave days.
- 9.14.18 If an employee is approved to receive assistance and the employee is receiving some form of compensation because of an industrial injury, each sick leave day granted will only equal the amount of compensation needed to offset the total amount of the employee's daily rate of pay.
- 9.14.19 Except for 9.14.2, the term "year" for purposes of this procedure shall be the time period of October 1 through September 30.
- 9.14.20 Employees enrolled in the sick leave bank, who transfer into a position which does not receive sick leave, will no longer be eligible for the sick leave bank and will have all sick leave days donated returned to the employee. If the employee previously received assistance from the sick leave bank, no sick leave days will be returned to the employee.
- 9.14.21 The District shall be responsible for tracking leave amounts in the Sick Leave Bank; that no more leave, without prior written approval from WCSD, will be granted after the Sick Leave Bank falls below 100 days or 800 hours whichever

is greater, WESP may request an accounting of the Sick Leave Bank no more than four times per year or in the event that WESP is notified that the Sick Leave Bank has fallen below 100 days or 800 hours.

**9.15      ASSOCIATION VISITS**

An Association Representative may meet with an employee. The conduct of such business shall be such as not to interfere with the performance of the employee's duties. The Association Representative will notify the appropriate site-level administrator and will inform the site-level administrator on his/her arrival in the building in order to facilitate the purpose of the visit.

**9.16      SICK LEAVE CONVERSION TO VACATION LEAVE**

9.16.1      Nine, Ten and Eleven month employees may convert sick leave into vacation leave once a year from September 1<sup>st</sup> to September 15<sup>th</sup>, to be used during the school year. A form will be available for the employee to complete and return to payroll by the deadline.

9.16.1.1      In order to be eligible for the conversion an employee must have a sick leave balance of 95 hours. Out of the sick leave balance the employee will only be able to convert one (1) week to vacation based on the number of hours the employee works, i.e. if employee works six (6) hours a day then only 30 hours can be converted to vacation.

9.16.1.2      Converted vacation days are to be used first before other accruals, please refer to 10.2.4.1 for utilization of vacation leave.

9.16.1.3      Conversion of these days must not exceed the employee's vacation leave accrual cap.

**ARTICLE 10  
VACATIONS AND HOLIDAYS**

**10.1      VACATION LEAVE: General Provisions**

10.1.1      Employees regularly scheduled to work at least five (5) hours per day or twenty-five (25) hours per week are eligible for vacation.

10.1.2      For vacation leave to be earned, the employee must be in a pay status (meaning on-the-job, and/or on vacation leave, paid sick leave, holiday leave, etc.).

10.1.3      Vacation leave must be earned before it can be accrued and used.

10.1.4      Employees who work less than eight (8) hours per day shall accrue vacation leave on a proportional basis.

10.1.5      Reasonable consideration will be given to an employee's request for specified vacation dates. Requests for vacation time shall be approved by the employee's supervisor.

10.1.6      District staffing needs as well as emergency situations may require denial of vacation requests and/or rescheduling of approved vacation dates.

- 10.1.7 Employee vacation requests of two (2) days or less will be submitted to the employee's supervisor at least five (5) calendar days in advance. Employee vacation requests of three (3) days or more will be submitted to the employee's supervisor at least five (5) work days in advance. Vacation leave shall not be used by an employee in lieu of sick leave, except in cases of extreme emergency involving long-term illness or injury.

10.2 **VACATION LEAVE: Accrual and Accumulation**

- 10.2.1 Employees shall not have a vacation leave balance of more than the maximum amount of vacation leave days they can accrue over a two (2) year period. For example, if an employee accrues 20 days of vacation leave per year, the maximum amount of vacation leave days the employee is allowed to accumulate is 40.

Other than as specified in 10.2.2, employees are not allowed to accrue vacation leave days beyond the two (2) year maximum. In the event an employee's vacation leave balance exceeds the two (2) year maximum, the days accumulated above the two (2) year maximum will be eliminated from the employee's vacation leave balance.

Employees who have exceeded the two (2) year maximum vacation accrual as of the ratification of this Agreement, shall have until June 30, 2005, to reduce their vacation accrual to the maximum amount allowable under this Article. Employees who do not comply with this Article after June 30, 2005, shall have all vacation days that exceed the maximum amount eliminated from their vacation balance.

- 10.2.2 In unusual circumstances, earned vacation leave may be accumulated beyond the two (2) year maximum, provided the employee was unable to take vacation leave due to workload. In order to exceed the vacation leave maximum on accumulation, the employee must have requested vacation leave in sufficient time so that had the request been approved, his/her accumulated vacation leave would not have exceeded the two (2) year maximum.

10.2.3 **Accrual Rates:**

- 10.2.3.1 During the first three (3) years of service ... .039 per hour.
- 10.2.3.2 During the fourth (4th) through tenth (10th) years of service ... .058 per hour.
- 10.2.3.3 During the eleventh (11th) through fifteenth (15th) years of service ... .070 per hour.
- 10.2.3.4 During the sixteenth (16th) year and thereafter of service ... .077 per hour.

**Examples:**

A twelve (12) month employee working eight (8) hours per day and paid over twenty-six (26) biweekly pay periods would accrue in their first three (3) years, .039 per hour x 26 pay periods for approximately ten (10) days per year.

A ten (10) month employee working eight (8) hours per day and paid over twenty-two (22) biweekly pay periods would accrue in their first three (3) years, .039 per hour x 22 pay periods for approximately 8.58 days per year.

10.2.3.5 Examples Of Approximate Vacation Accruals (12 Month Employee)

<u>Length of Service</u>		<u>Vacation Days Accrued</u>
0 - 3 years	=	10 days
4 - 10 years	=	15 days
11 - 15 years	=	18 days
16+ years	=	20 days

10.2.4 **Vacation Leave:**

10.2.4.1 Employees who work less than 12 months will be encouraged to take vacation when school is not in session. Employees working less than 12 months are eligible to utilize vacation leave during break periods. For example: vacation leave may be utilized during summer, fall break, winter break, or spring break. If taken during the summer vacation time must be utilized immediately following the completion of the employee's work schedule. When vacation time is utilized in conjunction with Compensatory Time Off (CTO), the CTO must be utilized first.

Effective July 1, 2016, employees who work less than 12 months may use vacation time or compensatory time off on the day preceding or immediately following the December 25<sup>th</sup> and/or January 1<sup>st</sup> holiday in order to be paid for these holidays. (2016)

10.2.5 **Vacation Accrual:**

10.2.5.1 Only years of service in a position which accrued vacation leave will be credited towards the accrual rate as defined in 10.2.3 of this article.

10.3 **SCHEDULED HOLIDAYS**

10.3.1 Employees regularly scheduled to work at least five (5) hours per day or twenty-five (25) hours per week are eligible for the following scheduled holidays (pursuant to NRS 236 and any other federal or state guidance as it is developed):

<u>Holiday</u>	<u>Day/Date</u>
1. New Year's Day	January 1
2. Martin Luther King's Birthday	3rd Monday in January
3. President's Day	3rd Monday in Feb.
4. Memorial Day	Last Monday in May
5. Juneteenth National Independence Day	June 19
6. Independence Day	July 4
7. Labor Day	1st Monday in Sept.
8. Nevada Day	Last Friday in October



9. Veterans Day	November 11
10. Thanksgiving Day	4th Thursday in November
11. Family Day	4th Friday in November
12. Christmas Day	December 25

In order for an employee to receive pay for a holiday, an employee must be in a paid status, including vacation and CTO, for any portion of the day, the day preceding or following the holiday (unless the day following the holiday is the first scheduled day to return to work for the new academic school year, or the day preceding the holiday is the last scheduled day of work for the academic school year.) (2003)

Effective July 1, 2016, employees who work less than 12 months may use vacation time or compensatory time off on the day preceding or immediately following the December 25<sup>th</sup> and/or January 1<sup>st</sup> holiday in order to be paid for these holidays. (2016)

Examples: (1) A Library Assistant scheduled to begin work for the school year on the day following Labor Day would not be paid for Labor Day; (2) an employee whose last scheduled day of work precedes Memorial Day would not be paid for Memorial Day. (2003)

## **ARTICLE 11 WAGES AND INSURANCE**

### **11.1 WAGE SCHEDULES**

All employees will be paid by the District's paperless direct deposit pay system. Each employee will designate a financial institution to receive the direct deposit. If no designation is made by an employee, pay will be direct deposited on a pay card. The parties agree that the only information about an employee that can be shared by the District is what is allowable by statute.

11.1.1 Pay ranges for Supervisory and Non-Supervisory employees are included in the salary schedule(s) in Appendix C.

11.1.2 Effective on the date this Agreement is ratified, bargaining unit members shall receive a cost of living increase as follows:

FY 2024: Employees will receive an 13.2% cost of living increase;

FY 2025: Employees will receive a 2% cost of living increase;

FY 2026: Employees will receive a 2% cost of living increase, subject to the provisions of Article 11.1.3 and 11.1.4; and

FY 2027: Employees will receive a 2% cost of living increase, subject to the provisions of Article 11.1.3 and 11.1.4.

For those positions which are eligible, the District will pursue a match of the above cost of living increases for FY2024 and FY2025 from the State, which the District believes will be partially funded pursuant to legislation passed and signed in 2023 (Senate Bill 231) for school-based certified and support positions. This salary match will be in addition to the cost of living increases indicated above. Any salary match funded by the State and received by the District will be passed through to eligible employees upon full funding and approval and, thereafter, on a monthly basis, based on the number of budgeted eligible positions and the amount of reimbursement from the State.



The State's salary match is only funded for FY2024 and FY2025; therefore, any additional compensation funded through this State salary match program will end on June 30, 2025.

Special Education Aides and Assistants may be eligible for one-time recruitment or retention bonuses during the term of this Agreement. Special Education aides and assistants that hold such positions on the date that this Agreement is ratified, will be eligible for a retention bonus of \$1,500 if they remain employed as a Special Education aide or assistant through the end of the 2023-2024 school year. Special Education aides and assistants that earn the retention bonus for the 2023-2024 school year will be eligible for a second retention bonus of \$1,500 if they remain employed as a Special Education aide or assistant through the end of the 2024-2025 school year. The retention bonus payments will be paid in the final payroll cycle of each school year. A new hire or transfer employee who is employed by the District as a Special Education Aide or Assistant will be eligible to receive a one-time signing bonus of \$3,000. The new hire or transfer Special Education aide or assistant must sign a two (2) year recoupment or payback agreement with the District before he/she is eligible for the recruitment bonus.

An employee will only be eligible for either the retention bonus or the recruitment bonus, but not both.

- 11.1.3 For FY 2026 and FY 2027, the percentage increase of total General Fund revenues must be at least 100% greater than (i.e., twice) the cost of living increase indicated above in Article 11.1.2. This is based on the Final Budget or Amended Final Budget submitted to the State Department of Taxation by July 8 or, in the case of an Amended Final Budget, within 30 days of the end of the legislative session. If the growth in total General Fund revenues is not at least 100% greater than (i.e., twice) the cost of living increase indicated in Article 11.1.2 for FY 2026 and FY 2027, then the COLA will equal 50% of the percentage increase in total General Fund revenues.
- 11.1.4 In addition, in order to re-open negotiations for FY2026 and FY 2027, total General Fund revenues must increase from the prior year more than 5.00%. Total General Fund revenue is measured based on the Final Budget submitted to the State Department of Taxation by July 8 for FY 2027, or, for FY2026 the Amended Final Budget submitted to the State Department of Taxation within 30 days of the end of the legislative session. If the annual growth in total General Fund revenues is 5.00% or less, then sections 11.1.2 and 11.1.3 will remain in place.
- 11.1.5 During the term of this Agreement, if the District enters into a ratified collective bargaining agreement (which excludes, for example, subsequent arbitration decisions, , changes which affect compensation based on judicial or administrative agency findings or guidance, etc.) which provides the bargaining unit consisting of licensed staff members on the teacher's salary schedule with a Cost of Living Adjustment ("COLA") or general wage increase of more than one-half of one percent (0.5%) than the percentage increase provided in Article 11.1.2 of this Agreement in any fiscal year, then the District shall adjust the COLA in 11.1.2 of this Agreement so that it is equal to the increase provided to the bargaining unit consisting of licensed staff members on the teacher's salary schedule. Such adjustment shall be effective at the same time the COLA is granted to employees in the bargaining unit consisting of licensed staff members on the teacher's salary schedule. .

The critical consideration for agreement to this provision by the District is WESP's agreement to the terms of the CBA before any of the other units reached agreement with the District during Fiscal Year 2024. The determination of whether the one-half of one percent (0.5%) threshold is triggered shall explicitly not include the reallocation of cost savings, offsets, or revenue from sources outside of the District's general fund. Thus, for example, a COLA that is partially funded by weighted funds shall be subtracted by the amount of weighted funding.. The determination of whether the one-half of one percent (0.5%) threshold is triggered shall also explicitly not include adjustment to leaves, incentives, bonuses, cash-out of leave balances, pay for extra duties, slot/addenda pay, overtime, pay outside of contract days and other similar compensation. Further, the determination of whether the one-half of one percent (0.5%) threshold is triggered shall also be based exclusively on the information and calculations (including offset calculations) reasonably used/projected/relied upon by the District regarding the negotiations and/or its budget, and such reasonable amounts are not subject to challenge by WESP.

The District and the Association agree to the formation of a working group consisting of six members, three appointed by the Association and three appointed by WCSD, to review unit salary schedule, pay structure, and pay differentials. The working group shall provide recommendations no later than 3 months before the expiration of the ratified agreement between WESP and WCSD or shall provide alternative recommendations in the event a majority recommendation cannot be reached among the six members.

## 11.2

### **SALARY ADVANCEMENT**

- 11.2.1 ESP employees hired prior to January 1 of any year will be eligible for a step increment on July 1. Those employees hired after January 1 of any year will be eligible for a step increment on July 1 of the following year.
- 11.2.2 If an employee is not recommended for a salary advance (step increase) within a pay range, such recommendation must be submitted in writing by June 1 to the Human Resources office with a copy to the employee. Such recommendation to defer the step increase must be supported by a statement describing the performance deficiencies. Within ten (10) days after notification the employee may request a review before his/her supervisor, the department head or his/her designee and an Association Representative to discuss the reason(s) for denial.
- 11.2.3 If an employee believes the recommended deferment of a step increase is unwarranted, he/she may seek a resolution of such action under Article 7.
- 11.2.4 Should the District have the need to hire a new employee at a step higher than Step 1 of the ESPs Salary Schedule the following will occur prior to the employee being hired:
  - 11.2.4.1 The District and the Association President, or his/her designee, shall meet within five (5) days to discuss the rationale for the placement and any concerns the Association may have with the placement. The District will consider the concerns of the Association and will notify the Association of its decision.

### 11.3

#### LONGEVITY BONUS

- 11.3.1 Employees who have completed twelve (12), thirteen (13), or fourteen (14) years of continuous service shall receive a longevity bonus of \$700 each year. Such bonus will be paid on the pay warrant following their anniversary date. <sup>(2011)</sup>
- 11.3.2 Employees who have completed fifteen (15), sixteen (16), or seventeen (17) years of continuous service shall receive a longevity bonus of \$1,000 each year. Such bonus will be paid on the pay warrant following their anniversary date. <sup>(2011)</sup>
- 11.3.3 Employees who have completed eighteen (18) years or more of continuous service shall receive a longevity bonus of \$1,100 each year. Such bonus will be paid on the pay warrant following their anniversary date. <sup>(2011)</sup>
- 11.3.4 Longevity Scheduled (Based on Years Completed) to be effective July 1, 2006.
- | <u>Length of Service</u> | <u>Bonus Account</u> |
|--------------------------|----------------------|
| 12-14 years              | \$700                |
| 15-17 years              | \$1000               |
| 18+ years                | \$1,100              |
- 11.3.5 Eligible employees who retire prior to their anniversary date shall have the amount of longevity bonus due pro-rated.

### 11.4

#### OVERTIME AND COMPENSATORY TIME

- 11.4.1 Overtime is defined as work in excess of forty (40) hours per work week. Work week is defined as any seven (7) consecutive day period commencing Saturday and ending the following Friday.
- 11.4.1.1 Holidays shall be counted as time worked for purposes of computing overtime and Compensatory Time Off (CTO)
- 11.4.2 All overtime and Compensatory Time Off (CTO) in lieu of paid overtime must be authorized in advance by the appropriate administrator.
- 11.4.2.1 An administrator will consider the desires of the employee in determining whether to award pay for overtime or CTO.
- 11.4.2.2 If accrued CTO cannot be granted during the three (3) month period immediately following the overtime performance, upon request by the employee, the earned CTO shall be paid. After nine (9) months, the earned CTO must be paid. Compensation shall be paid for such credited time at the employee's straight time hourly rate in effect at the time the CTO is paid.
- 11.4.2.3 Employees are eligible to utilize CTO during break periods. For example, CTO may be utilized during off track, summer, fall break, winter break or spring breaks. The CTO may be utilized during any break period and must be used immediately following completion of his/her work schedule. CTO must be

exhausted prior to vacation leave being used during break periods. (2007)

CTO may be utilized to supplement an employee's hours he/she works in a position during a break period, which is scheduled for less hours than his/her regularly scheduled position, for a maximum total of an employee's regularly scheduled work hours per day, not to exceed eight hours per day. If the employee's regularly scheduled position exceeds eight hours per day, CTO can only be used for a maximum of eight hours per day. (2021)

CTO cannot be used for the purpose of receiving Holiday pay as defined in 10.3.1 unless the CTO is utilized immediately following completion of an employee's work schedule. An employee requesting to use CTO must provide the appropriate timekeeper at his/her school or department with sufficient advanced notice to meet the payroll deadline.

- 11.4.3 All time worked in excess of an employee's regular work day or regular work week (except as provided in 11.4.5) will be paid at the straight time hourly rate or on an hour-for-hour basis, until the employee reaches forty (40) hours worked in that work week.
- 11.4.4 All time worked in excess of forty (40) hours in a work week will be paid at the rate of time-and-one-half (1-1/2) or credited as CTO on a one-and-one-half (1-1/2) hours off for each hour worked in excess of forty (40) hours. (2016)
- 11.4.5 An employee who performs two (2) or more different kinds of work, for which different straight time hourly rates are established, will be paid during the overtime hours at a rate not less than one and one-half times the straight time hourly rate established for the type of work s/he is performing during such overtime hours.
- 11.4.6 Overtime and compensatory time will be processed in accordance with the Fair Labor Standards Act (FLSA).
- 11.4.7 An employee, upon prior written approval by their supervisor may elect to work a modified schedule, so long as said modified schedule does not exceed the number of hours in their normally scheduled work week. Said employee will be entitled to overtime or Compensatory Time Off as set forth in 11.4.4. or 11.4.5. An employee may elect to return to their normal work week schedule upon notification in writing to his or her supervisor.

## 11.5 **HOLIDAY PAY**

- 11.5.1 An employee who is required to work on a regularly scheduled holiday shall be paid for the holiday plus time-and-one-half (1-1/2) for the hours worked on that day.

## 11.6 **CALL BACK PAY**

- 11.6.1 Any employee who is called back to work after completion of his/her regular shift with less than twelve (12) hours notice shall be paid from the time the employee arrives at the work location until the employee has completed his/her

task. The employee shall also receive call back pay of three (3) additional hours. Call back pay shall be paid at straight time.

- 11.6.2 If an employee is called back to work because of inefficiency or error in the performance of his/her responsibilities, appropriate discipline will be taken which may include not being paid the call back pay.

11.7 **CALL IN EARLY PAY** (2003)

Any employee who is called in to perform work early more than one (1) hour prior to the start of their scheduled shift, due to unforeseen circumstances, shall receive call in early pay of one and one-half (1 ½) additional hours. Call in early pay shall be paid at straight time.

11.8 **REPORT TO WORK PAY**

- 11.8.1 Should the employee be required to report to work and no work can be provided, then the employee shall be paid as provided for under NRS 391.180(7), if applicable, or for two (2) hours of work beyond the time actually worked, if any, if NRS 391.180(7) is not applicable.

For example, Mrs. A reports to work Monday morning, works two (2) hours and extensive storm damage forces closure of the building. Mrs. A receives pay for actual time worked plus two (2) hours. However, under no circumstances shall any employee be given report pay that exceeds his/her regular scheduled workday.

11.9 **TEMPORARY ASSIGNMENT PAY**

- 11.9.1 Employees may be temporarily assigned to fill a position at a higher job classification. If such assignment exceeds three (3) consecutive working days duration, and if the employee is to continue in the temporary assignment without a break, he/she shall then be reclassified to the higher classification for the balance of such temporary assignment.

11.9.2 **Emergency Labor Shortage Pay**

For critical needs situations regarding positions declared as emergency labor shortages by the District:

Should an employee be requested to and does work during his/her non-scheduled work time, the employee shall be paid at his/her current rate of pay provided he/she is working within the same grade.

Should an employee be requested to and does work in a higher paid position, the 3 day waiting period, under 11.9.1 above is not applicable and the employee shall be paid at the step closest to his/her current rate of pay based on the salary schedule grade for the higher paid position.

Should an employee be requested to and does work in a lower paying position, the employee shall be paid at the step closest to his/her current rate of pay based on the salary schedule grade for the lower paid position not to exceed the highest step for the lower grade position. (2007)

**11.10****MILEAGE ALLOWANCE**

- 11.10.1 In the event an employee covered hereunder is required to use his/her private transportation for school district business, the employee will be reimbursed at the rate set by the General Services Administration, to be adjusted effective July 1 of each year. Mileage will be calculated and paid for travel between work locations but shall not be paid for travel between the home or point of origin and the work location; or from the work location to the home or point of origin.

**11.11****GROUP INSURANCE**

- 11.11.1 Employees regularly scheduled to work at least five-and-one-half (5-1/2) hours per day or twenty-seven-and-one-half (27-1/2) hours per week are eligible for group insurance. In accordance with District policy, employees will begin receiving group insurance 90 calendar days after the first day of employment in a position that is eligible for group insurance. (2003)

- 11.11.2 The health insurance contributions by the District shall not exceed the following for Calendar Year 2023:

Medical Insurance (including any and all related insurances or coverages) -  
\$694.40 per month per eligible employee and  
GAP-\$14.80;

Dental Insurance - \$62.32 per month per eligible employee;

Vision Insurance - \$12.32 per month per eligible employee; and,

Life Insurance - \$14.56 per month per eligible employee.

**11.12****RETIREE SUBSIDY (2003)**

- 11.12.1 The District agrees to continue the current retiree subsidy program for those ESP employees who retired prior to the 2004-05 fiscal year subject to the provisions hereof. Beginning with the 2004-05 fiscal year, the District agrees to provide a retiree insurance subsidy program for ESP employees who retire from the District after fifteen (15) or more years of continuous service, provided that employees hired beginning July 1, 1999, and thereafter, will not be eligible for the retiree subsidy. Subject to the above provisions, individuals hired by the District into positions not covered by this Agreement (ESP positions scheduled to work less than four (4) hours per day), prior to July 1, 1999, and who are subsequently hired without a break in service into a position covered by this Agreement, shall be eligible for the retiree subsidy. The cost of such a subsidy shall not exceed .0013295 of the budgeted General Fund State Revenues as shown in the amended General Fund Budget approved by the Board during the calendar year the benefit will be distributed.. In recognition of the increase in the cost of providing an insurance premium subsidy to retirees and in order to continue to provide a subsidy while remaining within the above-referenced Cap, as well as allowing the retirees' subsidy percentage decrease to be phased in on a gradual basis, the current matrix and application of the Cap will be modified to reflect the following changes:

1. Effective fiscal year 2005-06 the matrix will remain the same, but all other eligible retirees shall receive a retiree subsidy limited to 28% of the monthly insurance premium payments beginning January 1, 2005.

- 2 (a) Effective fiscal year 2004-05, those eligible retirees who have previously received a subsidy of 60% or less shall receive a subsidy of at least 38% of the monthly insurance premium payment without regard to the Cap.
  - (b) Those eligible retirees who have previously received a subsidy of 80% shall receive a subsidy of 60% of the monthly insurance premium.
  - (c) Those eligible retirees who have previously received a subsidy of 100% shall receive a subsidy of 80% of the monthly insurance premium.
  - (d) If the Cap is not reached in providing the subsidy under 2(a), (b) and (c), above, then eligible retirees described in subsection (a) shall receive a subsidy of up to 40% until the Cap is reached.
3. Effective fiscal year 2005-06, the matrix shall cease to apply to all retirees and all eligible retirees shall receive the same subsidy regardless of income or time of retirement. As part of the negotiations for an Agreement covering fiscal years 2004-05, 2005-06, and 2006-07, and in order to have the decrease in the retirees' subsidy percentage be phased in on a gradual basis, the District agrees not to strictly enforce the Cap for the 2005-06 fiscal year and to provide a subsidy of at least 35% to all eligible retirees for the 2005-06 fiscal year. If the Cap is not reached with a 35% subsidy, then the District will pay up to a 40% subsidy until the Cap is reached for fiscal year 2005-06. Unless and until such a time as Section 11.12 is mutually re-negotiated and implemented for fiscal years following 2005-06, the Cap will be enforced, and all eligible retirees will receive the same subsidy.

#### 11.13 **TOOL ALLOWANCE**

- 11.13.1 All employees in the Mechanic I, Assistant Mechanic, and Garage Service Attendant classifications who are required to provide their own tools will be provided a tool allowance of \$300. This allowance will be paid in July of each year and will be used for the upkeep and replacement of tools. (2003)

#### 11.14 **ISOLATION ALLOWANCE**

- 11.14.1 The District agrees to continue the present isolation allowance to employees at Gerlach and Natchez. Employees at Gerlach shall receive \$700 per year, and employees at Natchez shall receive \$250 per year. Employees working less than 4.2 hours per day are not eligible for this allowance. (2003)

#### 11.15 **HIGHLY QUALIFIED PROVISION**

- 11.15.1 To meet state and federal requirements as "highly qualified", an employee must have either forty-eight (48) college credits or have passed the PRAXIS ParaPro Assessment. Employees who are required by the District to meet the "highly qualified" state and federal requirements are eligible to take the PRAXIS ParaPro Assessment two (2) times at District expense.

In the event an employee who is required by the District to meet the "highly qualified" state and federal requirements is unable to meet the requirements, the District will assist the employee in securing a transfer to another District



position by notifying administrators who have openings that the employee meets the minimum qualifications for of the desire of the employee to transfer. The decision to select or not select the employee will be at the sole discretion of the administrator.

## **11.16            COMPENSATION FOR REQUIRED TRAINING**

- 11.16.1            When requirements of an employee's job dictate that classes be taken to receive certification to meet the requirements of their job, said classes shall be paid for by the District or flex time may be worked out at the site/department. If classes are not offered, provided or made available during normal working hours, the District will compensate the employee their hourly wage for attending the required class outside their normal work hours or provide flex time at the site/department as approved by their supervisor, in accordance with the Fair Labor Standards Act. In addition, the District shall pay the training cost of said class. (2016)

## **ARTICLE 12 TRANSFER/PROMOTIONS**

### **12.1            TRANSFER/PROMOTION PROCESS**

- 12.1.1            When a new or existing ESP position scheduled to work more than 4.2 hours per day becomes vacant, Human Resources will first open the position to District employees only, provided the position has not been filled with a directed transfer. If the District fills a position with a directed transfer, the District will notify the Association prior to the directed transfer. Positions listed in 1.3, 4, and 5, of the Washoe County School District Human Resources office ESPs Transfer/ Promotion Procedure will be filled as outlined in that procedure.

12.1.1.1           Employees being promoted will be placed at the grade and step that permits an increase of no less than 4%.

12.1.1.2           Employees transferring to a position within the same salary grade will remain at their same grade and step.

12.1.1.3           Employees transferring to a position in a lower salary grade will be placed on the step closest to their current hourly rate of pay, not to exceed the maximum step of the new grade.

12.1.1.4           An employee transferring to a position in a different classification, or being promoted, will be placed in a six (6) month probationary period.

12.1.1.4.1        If during that six (6) month probation period an employee transfers to a position in a lower salary grade, their pay will revert to that grade and step closest to their previous hourly rate of pay.

12.1.1.4.2        If a new employee transfers to a position in a lower salary grade within the first nine (9) months of their employment, their pay will revert to that position's hourly rate of pay.



12.1.1.4.3 The provisions of 12.1.1.4.1 and 12.1.1.4.2 will not apply if an employee is involuntarily transferred by the District to a position in a lower salary grade. (2016)

12.1.1.5 In consultation with the supervisor, employees may be allowed a reasonable amount of time off with pay for District interviews.

## **12.2 AMERICANS WITH DISABILITIES ACT TRANSFER**

12.2.1 In the case of an ESP employee approved for a reasonable accommodation under the Americans With Disabilities Act (ADA), the District may transfer the ESP employee into a new or existing position without opening the position to current Education Support Professional employees. The District will consult with the Association prior to transferring an ESP employee under this Section

## **ARTICLE 13 TRANSPORTATION ROUTE SELECTION**

### **13.1 ROUTE SELECTION**

13.1.1 The purpose of this Article is to provide an equitable approach for assigning "open" routes to bus drivers. Route selection procedure will be delineated in the "Team Members Handbook." (2011)

13.1.2 All bids will be awarded by seniority and at management's discretion based on experience, qualifications and performance. If a route is bid on and accepted, the driver will be required to remain on the route for at least sixty (60) working days. If the Department's administration determines that the driver cannot perform satisfactorily on the route, s/he will be placed on another route until s/he can successfully bid an "open" route. No driver will be allowed to bid on routes while on suspension. All routes may be subject to amendment up to forty (40) hours a week by adding additional work to the regularly scheduled route. (2011)

13.1.3 For the purposes of this Article only, seniority shall be calculated from the first day of independent driving without a break in service from the Transportation Department. A break in service is a separation from service from the Transportation Department for a period of one (1) year or more. During an approved leave of absence, seniority shall continue to accrue. (2021)

13.1.4 If an employee of the Transportation Department leaves District employment and then is reemployed within the Transportation Department the provisions of Article 14.1.6 shall apply for purposes of calculating seniority for route bidding.

## **ARTICLE 14 REDUCITON IN FORCE**

### **14.1 REDUCITON IN FORCE PROCEDURE**

14.1.1 Paraeducator Aides and employees who work less than 5 hours per day or less than twenty-five (25) hours per week are not covered by this article. Paraeducator Assistants are only subject to this article when a system-wide reduction in Paraeducator Assistants occurs.

- 14.1.2 The Association will be informed in writing of any pending reduction in force, reorganization or restructuring prior to the official notification of employees affected thereby, at the earliest date release of said information is authorized. The District will provide the Association with a written seniority list of the affected classification/department. The Association and the District shall meet to discuss the reasons for the reduction in force, the number and types of positions affected, and the approximate date the reductions will take place. The Association has five (5) days to make its views and recommendations known (in writing) to the Talent Office, concerning the implementation of such reduction in force. However, the District may proceed with the reduction in force at anytime after meeting with the Association.
- 14.1.3 In the event the District determines that the ESP employee staff must be reduced, the seniority date with Washoe County School District shall determine the order in which members of the two ESPs bargaining units shall be reduced, provided however, that no employee shall be replaced by another employee not qualified (in the District's opinion) for such classification nor shall one employee replace another if the latter employee is at a higher salary grade. An employee will first bump within his/her current classification, if possible, and then within his/her occupational series, if possible. If this is not possible, an employee in one occupational series may bump an employee in another occupational series if the employee is qualified (in the District's opinion) and has more WCSD experience in the specific position than the employee being bumped. Occupational series are defined in Appendix B.
- 14.1.4 Seniority or "seniority date" shall mean the most recent date of employment with the Washoe County School District.
- 14.1.5 In the event two (2) or more employees have the same seniority date, then seniority shall be determined by a lottery in which employees having the same seniority date shall draw lots in accordance with a procedure agreed upon by the Association and the District.
- 14.1.6 Any resignation or termination of employment shall constitute a "break" in seniority. For the purpose of staff reduction, seniority date shall mean the first working day subsequent to the most recent break in service, if any.
- 14.1.7 All other conditions being equal, the seniority date shall prevail as the determining factor for purposes of a reduction in force and first right to rehire. An employee's seniority date for reduction in force and bumping purposes shall encompass all periods of service from the employee's last continuous employment date. Periods of separation may not be bridged to extend such service unless the separation is a result of a reduction in force in which bridging will be authorized if the employee is re-employed in his/her occupational series within the period of his/her reduction in force eligibility.
- 14.1.8 Leaves of absence shall not change the employee's seniority date.
- 14.1.9 The procedure for reducing positions shall be as follows:
- 14.1.9.1 The employee occupying the position being reduced shall bump the employee with the least District seniority. For example, if a school secretary position were being eliminated, the employee in this position would fill the school secretary position occupied by the employee with the least District seniority.

- 14.1.9.2 If a position in a specific office of a department were being eliminated and there were more than one position in the same classification in the office, the employee in the office with the least District seniority shall bump the employee with the least seniority in the District.
- 14.1.9.3 If an employee's position were being reduced, the employee shall bump the employee with the least District seniority who works the same or closest (based on a comparison of the annual salary and medical insurance premiums of the employee and the annual salary and medical insurance premiums if s/he were to bump into another position) to the same number of hours per day and months per year. This shall be determined based on comparing the annual salary of the employee with what the annual salary of the employee will be if s/he were to bump another employee. This process would continue until the least senior employee's position is reduced.
- 14.1.10 Whenever it is necessary for the District to implement a reduction in force due to lack of work or lack of funds pursuant to NRS 288.150, existing vacancies will be utilized to the maximum extent possible to place employees in continuing positions that otherwise would be terminated from the District. All layoffs are carried out in compliance with applicable laws and regulations. The following options will be considered prior to implementing a reduction in force:
- 14.1.10.1 Transferring employees whose positions are being eliminated into positions that are available at the time of the reduction based on retirements, resignations, leaves of absences, and new positions. The decision to utilize these options will be at the discretion of the District.
- 14.1.11 All employees terminated by a reduction in force, if eligible, shall be placed on a Re-employment Priority List for all positions in their occupational series for which they are qualified and available and which positions are not a higher level than previously held. All such employees must be given preference for rehiring in permanent positions for which they are qualified. Employees on the Re-employment Priority List will be notified of openings in order of highest District seniority. Names shall remain on the Re-employment Priority List for eighteen (18) months. In order for an employee's name to remain on the list, s/he must notify the District of his/her interest in remaining on the list, in writing, every six (6) months. However, refusal of a comparable position may result in removal from the Re-employment Priority List.
- 14.1.12 Employees who are re-hired with the District from the Re-employment Priority List will retain the vacation accrual rates and the amount of accrued sick leave they had when they were reduced.
- 14.1.13 New employees filling positions with any temporary funding source, such as one-year-only (or any other specified period of time) positions, grant funded positions, bond funded positions, will not be eligible for this article until after five (5) years of service with the District in the position. District employees transferring into such positions will be eligible for this article.

- 14.1.14 Washoe Education Support Professionals Association (WESP) and the Association of Professional Technical Administrators (APTA) recognize and agree that whenever the District determines that "Reorganization/Restructuring" of a department or departments is required, and elimination of positions and/or employee classifications are deemed necessary, the following process would be followed: Both WESP's and APTA's disenfranchised/impacted employees, as identified by Human Resources, would immediately be eligible, as an internal transfer candidate, to apply for any and all new positions they deem themselves qualified for within the departmental reorganization/restructure.
- 14.1.15 Disenfranchised employees, as identified by Human Resources, within that department, would only be eligible for this one-time opportunity to apply for vacancies created because of the reorganization/restructuring, and it's direct impact to them. Disenfranchised employees would be required to have applications submitted within the timeline provided at the time of the posting for the vacancies of the new positions based upon the reorganizational/restructuring need.

## **ARTICLE 15 DUES DEDUCTION**

### **15.1 AUTHORIZATIONS - PROCEDURES**

- 15.1.1 Upon appropriate written authorization from the employee, the District shall make biweekly Association dues deductions from the salary of the employee and make appropriate remittance to the Association.
- 15.1.2 The Association will provide the District with the enrollment forms and the amount to be withheld for employees who have voluntarily authorized the District to deduct Association dues. Changes in the amount to be withheld must be submitted in writing at least thirty (30) days prior to the date the change is to be effective. (2003)
- 15.1.3 Any employee desiring to have the District discontinue deductions he/she has previously authorized must notify the Association in accordance with the Association's Constitution Bylaws between July 1 and July 15 for that school year's dues. The Association will provide the District with the list of employees who have requested to have their dues deductions discontinued by August 15th, and the District will discontinue the dues deductions by the first full pay period in September. (2003)
- 15.1.4 Upon termination of an employee, the current month's dues will be deducted from the final check.
- 15.1.5 The District agrees not to honor any check off authorizations or dues deduction authorizations executed by any employee in the bargaining unit in favor of any other labor organization representing employees for purposes of negotiations for wages, hours and working conditions, and other fringe benefits for its members.
- 15.1.6 The employee's earnings must be sufficient after other required deductions are made to cover the amount of the Association dues. In the case of an employee who is in non-pay status during part of the pay period and whose wages are not sufficient to cover the full withholding, no Association dues

deductions shall be made. In this connection, all other required deductions have priority over Association dues.

**15.2 INDEMNITY**

- 15.2.1 The Association agrees to indemnify, defend, and hold the District harmless against any and all claims or suits that may arise out of or by reasons of action taken by the District in reliance upon any authorization cards submitted by the Association to the District.
- 15.2.2 The Association agrees to refund to the District any excess amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence of error or mistake.

**ARTICLE 16  
SAFETY**

- 16.1 The District agrees to make reasonable efforts to continue providing safety equipment which, in the opinion of the District, is necessary to protect employees from injury in accordance with the practice now prevailing in the District.
- 16.2 The District further agrees to continue to maintain safe and healthful working conditions in accordance with applicable Nevada Revised Statutes and Federal Laws.
- 16.3 Except for employees that have been properly trained, employees shall not be required to search rooms, lockers, or other areas of a school facility for possible hazardous material.
- 16.4 When a supervisor must meet with an employee to discuss a serious safety issue, the employee is required to immediately meet and cooperate with the supervisor, even if an Association Representative is not available.
- 16.5 Employees within the Transportation Department shall have the right to report issues of safety; including but not limited to, the safety and maintenance of vehicles, disruptive students, assaults by students, and/or student infractions while being transported, to their respective supervisors in the Transportation Division, in addition to school administration.

**ARTICLE 17  
PERIODS FOR MEALS AND REST**

- 17.1 An employee regularly scheduled to work seven (7) continuous hours or more shall be provided one (1) uninterrupted non-paid meal period of at least one-half (1/2) hour.
- The meal period should, in so far as practicable, be in the middle of the scheduled work period.
- With the concurrence of the supervisor, an employee may elect to forego his/her meal period.
- 17.2 An employee regularly scheduled to work seven (7) continuous hours or more shall be provided two (2) uninterrupted paid rest periods of at least ten (10) minutes. This is in addition to the uninterrupted non-paid period of at least one-half (1/2) hour.
- An employee regularly scheduled to work four (4), five (5), or six (6) continuous hours shall be provided one (1) uninterrupted paid rest period of at least fifteen (15) minutes.

With the approval of the appropriate administrator, an employee may take informal rest periods in lieu of the formal uninterrupted rest period(s).

- 17.3 The time lunch and rest periods are scheduled will be determined by the supervisor, after consultation with the employee. (2016)
- 17.4 If an employee is required to work additional hours beyond their regularly scheduled contract hours, the employee shall be provided a paid break/rest period based on the additional hours. If an employee is scheduled to work an additional four (4) hours, the employee will be entitled to a ten (10) minute break/rest period. This should be taken during the additional work hours, preferably half-way point of the additional four (4) hours.

## **ARTICLE 18 USE OF FACILITIES**

- 18.1 The Association shall have the right to use school mailboxes, interschool mail service, school e-mail, and Association bulletin boards for organizational material, provided that such material is clearly identified as Association material and the Association accepts the responsibility for such material.
- 18.2 The Association shall be allowed the use of school buildings for Association meetings so long as arrangements have been made with the principal of the building. Such meetings shall not conflict with any regular or specific activities, and such use shall not involve additional or extra custodial services and/or other unusual expense to the District.

## **ARTICLE 19 WORK SCHEDULE CHANGES**

- 19.1 In the event the work schedule of an employee must be changed for a regular or extended period of time (more than one (1) bi-weekly pay period), the administrative supervisor shall provide the employee with a minimum of ten (10) days advance notice. If ten (10) days advance notice is not possible, in order to provide coverage, the administrative supervisor shall seek qualified volunteers from employees in the department.

If a qualified employee in the department does not volunteer to work the administrative supervisor shall, based on the seniority of qualified (in the judgment of the administrative supervisor) employees, and beginning with the least senior employee, direct an employee in the department to provide needed coverage until the ten (10) days advance notice can be accomplished.

If there are no qualified employees or volunteers available to provide coverage prior to the ten (10) days notice, then the administrative supervisor shall direct the affected employee's work schedule be changed immediately.

Administrative supervisors shall make a good-faith effort to consider the hardship on an employee in the event less than ten (10) days advance notice is not possible.

## **ARTICLE 20 ADMINISTRATION OF AGREEMENT**

- 20.1 Those schools with a plan for shared decision making, which has been approved by the Washoe County School District Board of Trustees as per Administrative Regulation 6000, may apply for variance of the negotiated agreement. The request for variance must be submitted

and approved by both the Superintendent and the WESP Board of Directors. Requests for variances must be submitted by May 1 preceding the school year in which the requested variance will take effect. All requests for variance must state the specific article of the agreement and explain what the school is considering that might violate this provision of the agreement. The request must also state the period of time for which the variance is needed. A variance may be granted for no more than one (1) year at a time. Schools wishing to renew the variance must reapply by May 1.

In order for a school to be considered for a variance, there must be certification that a majority of the school's ESP staff has approved the variance request. Such certification must be gathered through a secret ballot process conducted jointly by the Association building representatives and school administration.

This Article will not circumvent the grievance/complaint procedure.

## **ARTICLE 21 EMPLOYEE PROTECTION**

- 21.1 The School Trustees shall provide for the legal defense of an employee in accordance with NRS 391.271.
- 21.2 Employees shall immediately report cases of assault either suffered by them or for which they may be responsible, and which occurred in connection with their employment.
- 21.3 An employee, while acting within the course of his/her duties as such, may use such force as is reasonable and necessary to protect himself/herself or others from bodily harm or damage to property; or to quell a disturbance threatening physical injury; or to obtain possession of weapons or other dangerous objects upon the person of or within the control of the pupil.

## **ARTICLE 22 GENERAL SAVINGS CLAUSE**

- 22.1 In the event that any provisions of the Agreement, or any application thereof, is held contrary to law by a court of competent jurisdiction and said decisions become final, then such provision or application will not be deemed valid and subsistent except to the extent permitted by law. However, all other provisions or applications will continue in full force and effect. The parties will meet not later than twenty (20) days after any such holding becomes final for the purpose of re-negotiating or considering the provision(s) affected.

## **ARTICLE 23 TERM OF AGREEMENT**

### **23.1 LENGTH OF AGREEMENT**

- 23.1.1 This Agreement shall be effective as of the first day of July, 2023, and shall remain in effect until the 30th day of June, 2027, and shall continue from year to year thereafter unless either of the signatories hereto shall give written notice to the other as required by Nevada Revised Statutes, of a desire to change wages, hours and conditions of employment hereof.

### **23.2 NEGOTIABILITY**

- 23.2.1 The parties also agree that any subjects where negotiability may be challenged that are ultimately determined to be mandatory topics for negotiation, may be reopened after either party has exhausted all avenues of judicial review,



provided however, that written notification of intent to reopen is given prior to February 15 for any proposed changes to be effective on July 1.

23.3 **WAGE CHANGES**

23.3.1 Two-year agreement with the following compensation and benefit increases:

2021-2022 – The salary schedule will be restructured retroactive to July 1, 2021. Grade 12 will be eliminated and a Grade 29 will be added. Steps 1 and 2 of the salary schedule will also be reinstated, consistent with Nevada Revised Statutes governing minimum wage. All bargaining unit members will be moved up one grade and placed on the step with the next-highest dollar amount to their current grade and step. The District will also commit up to 2.8% for step movement.

The District will pay all bargaining unit member's increased cost for the employee portion of health insurance premium beginning in January 2021, if any.

2022-2023 – Effective July 1, 2022 the District will provide a cost-of-living increase of 1.0% on the salary schedule in Appendix C along with committing up to 2.8% for step movement for a total of up to 3.8%.

The District will pay all bargaining unit members' increased cost for the employee portion of health insurance premium beginning in January 2022, if any.

23.4 **RATIFICATION**

Ratified by the:

Washoe County School District (WCSD) Board of Trustees on:

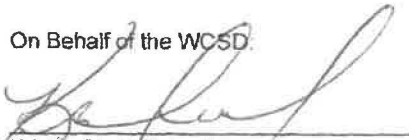
DATE: October 10, 2023

Ratified by the:

Washoe Education Support Professionals (WESP)/Nevada State Education Association (NSEA) on:

DATE: September 30, 2023

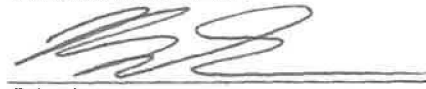
On Behalf of the WCSD:

  
Kristen McNeill, Ed.D  
Interim Superintendent

Date

12/22/2023

On Behalf of the WESP:

  
Brian Lee  
NSEA President

Date

12-22-23





# APPENDIX A

**SUPERVISORY BARGAINING UNIT<sup>1</sup>**

Accounts Payable Supervisor	Transportation Safety Supervisor
Carpenter Shop Supervisor	Transportation Site Supervisor
Computer Operator	Transportation Training Supervisor
Technology Training Supervisor	Upholsterer
Electrician II	Warehouse Supervisor
Environmental Assessment Technician II	Warehouse Worker/Driver II
Equipment Operator I, II	
Fleet Maintenance Coordinator	
Groundskeeper II	
Groundskeeper Supervisor	
HVAC Shop Supervisor	
Housekeeping Field Supervisor	
Housekeeping Training Supervisor	
Lead Custodian I	
Lead Custodian II	
Lead Electronic Technician	
Lead Nutrition Worker	
Mail Clerk II	
Mechanic II	
Mentor Program Coordinator	
Nutrition Services Appliance Technician II	
Nutrition Services Appliance Technician Supervisor	
Nutrition Services Assistant Manager II	
Nutrition Services Assistant Supervisor	
Nutrition Services Banquet Manager	
Nutrition Services Center Kitchen Manager	
Nutrition Services Center Production Facilities Supervisor	
Nutrition Services Field Supervisor	
Nutrition Services Manager I	
Nutrition Services Manager II	
Nutrition Services Supervisor	
Offset Machine Operator II	
Operations/Transportation Field Supervisor	
Painter II	
Paint Shop Supervisor	
Plumber II	
Preventive Maintenance & Assessment Supervisor	
Print Shop Supervisor	
Remodel Supervisor	
Risk Management Technician	
Site Facilities Coordinator I	
Site Facilities Coordinator II	
Site Facilities Coordinator III	
Systems Analyst	

<sup>1</sup> Certain conditions/restrictions apply to all classes affecting whether or not a particular class or position is in a bargaining unit and whether a particular class or position is covered by all Articles of this Agreement. See Article 4.

**NON-SUPERVISORY BARGAINING UNIT<sup>1</sup>**

Account Clerk I	Early Childhood Specialist (COW)
Account Clerk II	Electrician I
Account Clerk Trainee	Electronic Systems Technician
Accountability Technician	Electronic Technician, Audio-Visual
Account Technician	Electronic Technician, Photocopiers
Administrative Investigator	Electronic Technician, Video Systems
Administrative Secretary	Electronic Technician, Word Processors/Typewriters
Administrative Secretary	Environmental Assessment Technician I
Administrative Administrative	Equipment Operator I, II, III
Assistant Carpenter	Equipment Services Technician
Assistant Mechanic	Family Advocate I, II
Assistant Upholsterer	Fuel Island Attendant
Attendance Officer	Fleet Maintenance Technician
Audio Visual Media Technician	Groundskeeper I
Audio Visual Technician	Home Educator Advocate/Title I/Even Start
Audit Clerk	Homeless Liaison – Title I
Bindery Machine Operator	HVAC Systems Control Technician
Bond Program Controller	Internet Services Technician
Building Inspector	Irrigation Systems Maintainer
Bus Driver	Job Developer/Coach-Special Education
Bus Driver – Instructor/Evaluator	Library Assistant I
Bus Driver – Special Education	Library Assistant II
Buyer I	Library Associate I
Buyer II	Library Associate II
Campus Supervisor	Locksmith
Carpenter	Mail Clerk I
Case Manager	Maintenance Technician I, II
Central Services Liaison	Mechanic I
Certified Occupational Therapy Technician	Mechanical Technician
Clerical Aide	Musical Instrument Technician
Clinical Aide	Network Analyst
Clinical Assistant	Network Support Analyst
Senior Software Developer	Nutrition Service Appliance Technician I
Communications & Records Manager	Nutrition Service Computer Technician
Computer Assistant	Nutrition Service Computer Technology Trainer
Computer Operator	Nutrition Service Dishwasher
Computer Operator Testing/Evaluation	Nutrition Service Elementary Manager
Computer Support Specialist	Nutrition Service Kitchen Manager
Technology Trainer	Nutrition Service Inventory Control Technician
Custodian	Nutrition Service Worker I
Data Analyst	Nutrition Service Worker Assistant
Data Analyst-Webregistration	Offset Machine Operator I
Data Coordinator	Offset Machine Operator Trainee
Delivery/Receiver Worker	Painter I
Demographic/GIS Technician	Parent Involvement Facilitator – Title I
Desktop Technician	Plumber I
Desktop Specialist	Preventive Maintenance Technician
Technical Services Specialist	Program Facilitator
Network Administrator	Program Services Technician I
Dining Room Chef/Manager	Program Services Technician II
Dispatch Technician I, II	Property Control Technician

Dispatch Technician Assistant  
Districtwide Grounds Maintainer  
CAD Designer

Pupil Transportation Assistant  
Records & Documents Technician  
Regulated Systems Specialist

<sup>1</sup>Certain conditions/restrictions apply to all classes affecting whether or not a particular class or position is in a bargaining unit and whether a particular class or position is covered by all Articles of this Agreement. See Article 4. Appendix A2

**NON-SUPERVISORY BARGAINING UNIT<sup>1</sup>**

Remodel Shop Technician  
Roofing Technician  
School Bookkeeper  
School Police Dispatch Technician I  
High School Registrar  
Administrative Secretary  
Secretary  
Middle School Registrar  
Clerical Aide  
Library Assistant II  
Administrative Assistant  
Administrative Assistant-Magnet HS  
Site Coordinator (21<sup>st</sup> Century)  
Small Engine Mechanic  
Software Support Specialist  
Specialized Health Care Technician  
Special Program Coordinator  
Special Project Coordinator  
Special Project Coordinator – STOP  
Speech Pathologist Technician  
Storekeeper I, II  
Structured Cabling Specialist  
Program Services Technician II  
Secretary  
Clerical Aide  
Systems Analyst  
Systems Applications Programmer  
Paraeducator Aide I  
Paraeducator Aide/Hearing Impaired  
Paraeducator Aide/Special Education  
Paraeducator Assistant I  
Paraeducator Assistant-SMPBC  
Telecommunications Support Specialist  
Translation Specialist/ESL  
Transportation Instructor/Evaluator  
Tutorial Aide-Title IX  
Typesetter/Graphic Artist  
Senior Software Developer  
Warehouse Worker  
Warehouse Worker/Driver I  
Warehouse Worker/Mail Clerk  
Welder  
Wellness Coordinator

<sup>1</sup>Certain conditions/restrictions apply to all classes affecting whether or not a particular class or position is in a bargaining unit and whether a particular class or position is covered by all Articles of this Agreement. See Article 4.

## APPENDIX B

## APPENDIX B

## OCCUPATIONAL SERIES

<u>Series Group</u>	<u>Classification</u>	<u>Pay Grade</u>
Accounting	Account Technician	20
	Accountability Technician	20
	Account Clerk II	18
	Account Clerk I	17
	Audit Clerk	19
	Account Clerk Trainee	15
Audio Visual-Film Library	Audio Visual Specialist	25
Building/Boiler Maintenance	Regulated Systems Specialist	25
	HVAC Shop Supervisor	25
	Preventive Maintenance & Assessment Supervisor	27
	Building Inspector	23
	HVAC Systems Control Technician	26
	Mechanical Technician	22
	Environmental Assessment Technician II	23
	Roofing Technician	24
	Environmental Assessment Technician I	21
	Maintenance Technician II	20
	Preventative Maintenance Technician	18
	Maintenance Technician I	19
Carpentry	Carpenter Shop Supervisor	25
	Carpenter	21
	Assistant Carpenter	19
Clerical-Secretarial	Administrative Assistant	21
	Program Services Technician	21
	Administrative Secretary	20
	Administrative Secretary	20
	School Bookkeeper	20
	High School Registrar	20
	Secretary	18
	Clerical Aide	16
	Library Assistant II	19
Custodial	Housekeeping Field Supervisor	24
	Site Facilities Coordinator III	22
	Lead Custodian II	19
	Site Facilities Coordinator II	21
	Lead Custodian I	19
	Site Facilities Coordinator I	19
	Custodian	15

Appendix B



## APPENDIX B

## OCCUPATIONAL SERIES

<u>Series Group</u>	<u>Classification</u>	<u>Pay Grade</u>
Information Systems	Senior Software Developer	27
	Internet Services Technician	33
	Systems Analyst	27
	Network Analyst	27
	Systems Applications Programmer	30
	Network Administrator	24
	Structured Cabling Specialist	28
	Technical Services Specialist	23
	Data Analyst	24
	Computer Support Specialist	22
	Desktop Specialist	21
	Technology Trainer	22
	Software Support Specialist	22
	Telecommunications Support Specialist	21
	Computer Operator: Testing/Evaluation	19
	Desktop Technician	20
	Computer Operator	21
Electronic	Equipment Shop Supervisor	26
	Electrician II	23
	Electronic Systems Technician	24
	Lead Electronic Technician	26
	Data Analyst	24
	Electronic Technician-Audio Visual	23
	Electronic Technician-Photocopiers	22
	Electronic Technician-Video Systems	23
	Electronic Technician-Word Processors/Typewriters	21
	Musical Instrument Technician	21
	Electrician I	22
	Equipment Service Technician	18
Groundskeeping	Groundskeeper Supervisor	25
	Equipment Operator II	19
	Equipment Operator I	18
	Welder	20
	Equipment Operator I	18
	Groundskeeper II	18
	Irrigation Systems Maintainer	19
	Small Engine Mechanic	19
	Groundskeeper I	17
Mechanical	Fleet Maintenance Coordinator	27
	Mechanic II	27
	Mechanic I	25
	Assistant Mechanic	20
	Fleet Maintenance Technician I	17
	Fuel Island Attendant	16

Appendix B2

## APPENDIX B

## OCCUPATIONAL SERIES

<u>Series Group</u>	<u>Classification</u>	<u>Pay Grade</u>
Nutrition Services	NS Center Production Facilities Supervisor	28
	Nutrition Services Supervisor	25
	Nutrition Services Inventory Control Technician	24
	Nutrition Services Assistant Supervisor	21
	Nutrition Services Center Kitchen Manager	19
	Nutrition Services Field Supervisor	19
	Nutrition Services Banquet Manager	18
	Nutrition Services Manager II	19
	Nutrition Services Manager I	18
	Dining Room Chef/Manager	14
	Lead Nutrition Services Worker	17
	Nutrition Services Assistant Manager II	16
	Nutrition Services Computer Technology Trainer	13
	Nutrition Services Elementary Manager	15
	Nutrition Services Dishwasher	12
	Nutrition Services Worker I	14
Painting	Painter II	20
	Painter I	20
Plumbing	Plumber II	22
	Plumber I	21
Printing	Print Shop Supervisor	21
	Offset Machine Operator II	20
	Typesetter/Graphic Artist	19
	Offset Machine Operator I	18
	Offset Machine Operator Trainee	15
	Bindery Machine Operator	15
School Secretaries	Administrative Secretary	20
	Administrative Secretary - Magnet HS	20
Storekeeping	Storekeeper II	19
	Storekeeper I	17
Transportation- Bus Drivers	Bus Driver/Instructor-Evaluator	BD/IE
	Bus Driver/Special Education	BD/SE
	Bus Driver	BD
Transportation	Transportation Site Supervisor	24
	Transportation Safety Coordinator	23
	Transportation Training Supervisor	23
	Dispatch Technician II	21
	Dispatch Technician I	20
	Transportation Instructor/Evaluator	20
	Dispatch Technician Assistant	18
	Pupil Transportation Assistant	14

Appendix B3

APPENDIX B

**OCCUPATIONAL SERIES**

<u>Series Group</u>	<u>Classification</u>	<u>Pay Grade</u>
Warehouse	Warehouse Supervisor	23
	Warehouse Worker/Driver II	19
	Warehouse Worker/Driver I	17
	Warehouse Worker/Mail Clerk	16
	Delivery/Receiver Worker	11

Appendix B4

**OCCUPATIONAL SERIES**

<u>Series Group</u>	<u>Classification</u>	<u>Pay Grade</u>
<b>Single Classifications</b>	Systems Analyst	27
	Audio Visual Technician	18
	Wellness Coordinator	26
	CAD Designer	25
	Buyer II	23
	Nutrition Service Appliance Technician II	25
	Special Program Coordinator	21
	Upholsterer	22
	CAD Designer	25
	Administrative Investigator	23
	Central Services Liaison	23
	Special Projects Coordinator-STOP	23
	Buyer I	21
	Nutrition Service Appliance Technician I	22
	Program Services Technician II	21
	Property Control Technician	19
	Specialized Health Care Technician	22
	Case Manager	21
	Library Associate II	21
	Locksmith	20
	Mentor Program Coordinator	21
	Records & Documents Technician	21
	Special Projects Coordinator	21
	Program Services Technician I	19
	School Police Dispatch Technician I	20
	Assistant Upholsterer	19
	Attendance Officer	21
	Library Associate I	20
	Translation Specialist/ESL	22
	Library Assistant II	19
	Mail Clerk II	16
	Campus Supervisor	16
	Family Advocate I	16
	Mail Clerk I	15
	Parent Involvement Facilitator-Title I	17
	Library Assistant I	17
	Clinical Aide	17
	Paraeducator Aide/Hearing Impaired	15
	Paraeducator Aide/Special Education	13
	Pupil Transportation Assistant	14
	Paraeducator Aide	12

<u>Series Group</u>	<u>Classification</u>	<u>Pay Grade</u>
<b>Single Classifications</b>	Special Assistant-SMPBC	18
	Paraeducator Assistant I	16
	Computer Assistant	17

## APPENDIX C

**Washoe County School District**  
**Education Support Professionals (ESP) Schedule with Steps Schedule A 2023-2024**

PERS Increase = -1.875% Salary Reduction

Negotiated Salary Increase = 13.2%

Retroactively Effective 7/2023

Hourly - Schedule A																		
Grade	Minimum Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Midpoint Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Maximum Step 18
29	\$40.73	\$41.88	\$43.07	\$44.36	\$45.62	\$46.92	\$48.28	\$49.59	\$51.03	\$52.48	\$54.01	\$55.56	\$57.11	\$58.75	\$60.43	\$62.15	\$63.91	\$65.74
28	\$37.51	\$38.58	\$39.68	\$40.82	\$41.97	\$43.14	\$44.41	\$45.68	\$46.97	\$48.30	\$49.65	\$51.10	\$52.52	\$54.05	\$55.59	\$57.17	\$58.80	\$60.46
27	\$34.50	\$35.49	\$36.50	\$37.53	\$38.57	\$39.70	\$40.84	\$42.01	\$43.20	\$44.44	\$45.72	\$47.00	\$48.33	\$49.68	\$51.13	\$52.56	\$54.08	\$55.63
26	\$31.73	\$32.65	\$33.58	\$34.54	\$35.53	\$36.53	\$37.57	\$38.62	\$39.72	\$40.87	\$42.04	\$43.24	\$44.48	\$45.76	\$47.02	\$48.37	\$49.74	\$51.18
25	\$29.21	\$30.03	\$30.89	\$31.75	\$32.67	\$33.60	\$34.57	\$35.56	\$36.56	\$37.62	\$38.68	\$39.77	\$40.92	\$42.10	\$43.30	\$44.57	\$45.82	\$47.11
24	\$26.86	\$27.62	\$28.40	\$29.18	\$30.05	\$30.91	\$31.82	\$32.71	\$33.62	\$34.59	\$35.59	\$36.59	\$37.64	\$38.71	\$39.79	\$40.96	\$42.12	\$43.31
23	\$24.69	\$25.40	\$26.13	\$26.90	\$27.67	\$28.42	\$29.22	\$30.09	\$30.96	\$31.85	\$32.76	\$33.69	\$34.64	\$35.64	\$36.63	\$37.68	\$38.77	\$39.86
22	\$22.75	\$23.40	\$24.06	\$24.71	\$25.45	\$26.16	\$26.92	\$27.69	\$28.46	\$29.26	\$30.11	\$30.98	\$31.88	\$32.78	\$33.72	\$34.66	\$35.67	\$36.68
21	\$20.94	\$21.53	\$22.15	\$22.76	\$23.42	\$24.08	\$24.73	\$25.48	\$26.18	\$26.94	\$27.71	\$28.48	\$29.28	\$30.12	\$31.01	\$31.91	\$32.82	\$33.76
20	\$19.24	\$19.80	\$20.35	\$20.93	\$21.54	\$22.16	\$22.76	\$23.44	\$24.09	\$24.78	\$25.50	\$26.26	\$26.96	\$27.76	\$28.53	\$29.33	\$30.18	\$31.04
19	\$17.70	\$18.20	\$18.72	\$19.28	\$19.83	\$20.38	\$20.96	\$21.56	\$22.20	\$22.79	\$23.46	\$24.10	\$24.79	\$25.50	\$26.27	\$26.98	\$27.77	\$28.55
18	\$16.30	\$16.76	\$17.24	\$17.70	\$18.21	\$18.75	\$19.29	\$19.84	\$20.40	\$20.99	\$21.59	\$22.21	\$22.81	\$23.49	\$24.15	\$24.84	\$25.54	\$26.27
17	\$15.00	\$15.43	\$15.86	\$16.30	\$16.80	\$17.26	\$17.72	\$18.24	\$18.78	\$19.31	\$19.86	\$20.42	\$21.01	\$21.61	\$22.23	\$22.82	\$23.48	\$24.17
16	\$14.25	\$14.65	\$15.07	\$15.47	\$15.89	\$16.35	\$16.83	\$17.30	\$17.77	\$18.33	\$18.84	\$19.36	\$19.91	\$20.46	\$21.07	\$21.66	\$22.29	\$22.92
15	\$13.11	\$13.47	\$13.86	\$14.25	\$14.65	\$15.08	\$15.49	\$15.92	\$16.38	\$16.86	\$17.32	\$17.83	\$18.36	\$18.87	\$19.38	\$19.96	\$20.52	\$21.11
14	\$12.03	\$12.37	\$12.72	\$13.10	\$13.46	\$13.86	\$14.25	\$14.66	\$15.09	\$15.50	\$15.92	\$16.38	\$16.86	\$17.32	\$17.83	\$18.36	\$18.88	\$19.43
13	\$11.09	\$11.41	\$11.73	\$12.06	\$12.38	\$12.75	\$13.11	\$13.48	\$13.88	\$14.27	\$14.67	\$15.10	\$15.51	\$15.93	\$16.40	\$16.87	\$17.34	\$17.83

**Washoe County School District**  
**Education Support Professionals (ESP) Schedule with Steps Schedule B and Hourly 2023-2024**

Negotiated Salary Schedule Increase = 13.2%

Retroactively Effective 7/2023

Hourly - Schedule B*																		
Grade	Minimum Step 1	Step 2	Minimum Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Midpoint Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Maximum Step 18
29	\$48.25	\$49.62	\$51.04	\$52.51	\$53.96	\$55.54	\$57.12	\$58.74	\$60.41	\$62.15	\$63.92	\$65.72	\$67.63	\$69.54	\$71.52	\$73.58	\$75.70	\$77.84
28	\$44.42	\$45.69	\$46.99	\$48.33	\$49.71	\$51.11	\$52.57	\$54.04	\$55.62	\$57.17	\$58.81	\$60.49	\$62.19	\$63.97	\$65.79	\$67.66	\$69.60	\$71.58
27	\$40.84	\$42.01	\$43.21	\$44.42	\$45.69	\$47.01	\$48.35	\$49.74	\$51.14	\$52.60	\$54.08	\$55.65	\$57.21	\$58.84	\$60.54	\$62.24	\$64.00	\$65.83
26	\$37.57	\$38.65	\$39.74	\$40.87	\$42.04	\$43.25	\$44.48	\$45.72	\$47.05	\$48.38	\$49.79	\$51.20	\$52.64	\$54.13	\$55.68	\$57.26	\$58.91	\$60.57
25	\$34.56	\$35.54	\$36.56	\$37.62	\$38.68	\$39.78	\$40.91	\$42.11	\$43.30	\$44.52	\$45.82	\$47.11	\$48.44	\$49.84	\$51.26	\$52.72	\$54.22	\$55.77
24	\$31.79	\$32.69	\$33.61	\$34.59	\$35.58	\$36.60	\$37.67	\$38.73	\$39.80	\$40.96	\$42.14	\$43.32	\$44.54	\$45.85	\$47.14	\$48.46	\$49.86	\$51.28
23	\$29.26	\$30.09	\$30.95	\$31.82	\$32.75	\$33.67	\$34.63	\$35.61	\$36.65	\$37.71	\$38.78	\$39.87	\$41.05	\$42.19	\$43.40	\$44.66	\$45.94	\$47.24
22	\$26.94	\$27.70	\$28.49	\$29.31	\$30.11	\$30.97	\$31.85	\$32.81	\$33.69	\$34.66	\$35.65	\$36.69	\$37.73	\$38.80	\$39.91	\$41.08	\$42.25	\$43.45
21	\$24.77	\$25.47	\$26.21	\$26.96	\$27.72	\$28.52	\$29.32	\$30.17	\$31.03	\$31.89	\$32.82	\$33.73	\$34.68	\$35.70	\$36.72	\$37.77	\$38.85	\$39.96
20	\$22.80	\$23.46	\$24.11	\$24.80	\$25.48	\$26.22	\$26.98	\$27.75	\$28.54	\$29.35	\$30.19	\$31.05	\$31.95	\$32.86	\$33.81	\$34.75	\$35.74	\$36.77
19	\$20.98	\$21.58	\$22.19	\$22.82	\$23.47	\$24.15	\$24.81	\$25.53	\$26.26	\$27.01	\$27.77	\$28.55	\$29.36	\$30.21	\$31.06	\$31.97	\$32.90	\$33.82
18	\$19.28	\$19.82	\$20.39	\$20.96	\$21.60	\$22.20	\$22.83	\$23.49	\$24.17	\$24.84	\$25.54	\$26.29	\$27.03	\$27.79	\$28.61	\$29.42	\$30.24	\$31.10
17	\$17.75	\$18.25	\$18.76	\$19.31	\$19.87	\$20.42	\$20.99	\$21.61	\$22.23	\$22.86	\$23.51	\$24.19	\$24.87	\$25.58	\$26.30	\$27.07	\$27.82	\$28.63
16	\$16.86	\$17.33	\$17.83	\$18.33	\$18.81	\$19.36	\$19.91	\$20.48	\$21.08	\$21.69	\$22.31	\$22.91	\$23.57	\$24.25	\$24.95	\$25.65	\$26.38	\$27.13
15	\$15.50	\$15.94	\$16.39	\$16.87	\$17.34	\$17.84	\$18.34	\$18.83	\$19.39	\$19.95	\$20.51	\$21.11	\$21.73	\$22.33	\$22.98	\$23.64	\$24.29	\$24.99
14	\$14.24	\$14.65	\$15.06	\$15.49	\$15.94	\$16.39	\$16.87	\$17.34	\$17.84	\$18.35	\$18.87	\$19.39	\$19.95	\$20.51	\$21.11	\$21.73	\$22.36	\$22.99
13	\$13.10	\$13.48	\$13.87	\$14.27	\$14.67	\$15.09	\$15.52	\$15.96	\$16.45	\$16.89	\$17.36	\$17.85	\$18.36	\$18.88	\$19.40	\$19.96	\$20.51	\$21.10



## APPENDIX D



**WASHOE COUNTY SCHOOL DISTRICT  
Human Resources Division**

**EDUCATION SUPPORT PROFESSIONAL GRIEVANCE FORM**

\_\_\_\_\_  
Name (Please Print)                      Grievant's Signature                      Date Filed

\_\_\_\_\_  
School Location                      Position                      On Behalf of the Assn.                      Date Received

**TIME LIMIT**

**MONTH/DAY/YEAR**

On what date did you become aware of the act or condition on which this grievance is based?

\_\_\_\_\_

**LEVEL ONE: SUPERVISOR**

On what date(s) did you meet and discuss this grievance with your administrative supervisor? This is considered the **Informal Level** of the grievance procedure and must be adhered to prior to filing a grievance at the Formal Level on this form.

\_\_\_\_\_

On what date did you notice your administrative supervisor you were going to file a grievance?

\_\_\_\_\_

**a. Grievant's Statement**

On page 3 or on an attached page, state the nature of the grievance including the alleged violation, misinterpretation, or inequitable application of a specific provision of this Agreement (the specific Article of the Agreement must be listed). Also state the relief you are seeking.

\_\_\_\_\_

**b. Administrative Supervisor Decision**

Date grievance received:

\_\_\_\_\_

Date decision rendered (must be within ten (10) working days after meeting).

\_\_\_\_\_

**c. Grievant's Response**

Please sign and date below if Level One decision is acceptable.

\_\_\_\_\_  
Signature

\_\_\_\_\_

**LEVEL TWO: DEPARTMENT HEAD**

**MONTH/DAY/YEAR**

**a. Grievant's Appeal**

\_\_\_\_\_ Please initial here and forward to the Labor Relations Manager if you wish to appeal to the Department Head Level. Attach written response, if desired. Please enter the date this appeal is provided to the Human Resources Department:

\_\_\_\_\_  
Signature

**b. Department Head Decision**

Date grievance received: \_\_\_\_\_

Hearing Date (within five (5) working days of receipt): \_\_\_\_\_

Date decision rendered (must be within ten (10) working days after meeting): \_\_\_\_\_

**c. Grievant's Response**

Please sign and date below if Level Two decision is acceptable.

\_\_\_\_\_  
Signature

**LEVEL THREE: SUPERINTENDENT/DESIGNEE**

**a. Grievant's Appeal**

\_\_\_\_\_ Please initial here and forward to the Labor Relations Manager if you wish to appeal to the Superintendent Level. Your appeal **MUST** be filed within five (5) working days after receipt of the decision from the department head at Level Two. Attach written response, if desired. Please enter the date this appeal is provided to the Human Resources Department:

\_\_\_\_\_  
Signature

**b. Superintendent/Designee's Decision**

**MONTH/DAY/YEAR**

Date grievance received: \_\_\_\_\_

Hearing Date (within fifteen (15) working days of receipt): \_\_\_\_\_

Date decision rendered (must be within fifteen (15) working days after the hearing date): \_\_\_\_\_

**c. Grievant's Response**

Please sign and date below if Level Three decision is acceptable.

\_\_\_\_\_  
Signature

**LEVEL FOUR: ARBITRATION**

**a. Grievant's/Association's Appeal**

\_\_\_\_\_ Please initial here and forward to the Labor Relations Manager if you wish to appeal to an Arbitrator. Your appeal **MUST** be filed within fifteen (15) working days after receipt of the decision from Level Three. Attach written response, if desired. Your appeal will be scheduled with an Arbitrator. Please enter the date this appeal is provided to Human Resources: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Associate Representative

**TEXT:**

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This image shows a single page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

## APPENDIX E

**MEMORANDUM OF UNDERSTANDING  
CPR (2003)**

Effective March 29, 2004, the Washoe County School District shall provide CPR training and the cost of the CPR certificate for all paraeducator aides and paraeducator assistants for whom CPR certification is required by the District. (2003)

**MEMORANDUM OF UNDERSTANDING  
(2007-2011)**

In the event the District implements a forty-hour work week plan for transportation employees, the Parties agree to negotiate on mandatory subjects of bargaining as defined by NRS 288 that may be impacted by the implementation.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
ASSOCIATION OF PROFESSIONAL TECHNICAL ADMINISTRATORS (APTA)  
AND THE  
WASHOE EDUCATION SUPPORT PROFESSIONALS ASSOCIATION**

Washoe Education Support Professionals Association (WESP) and the Association of Professional Technical Administrators (APTA) recognize and agree that whenever the District determines that a "Reorganization/Restructuring" of a department or departments is required, and elimination of positions and or employee classifications are deemed necessary. Then both WESP's and APTA's disenfranchised/impacted employees would immediately be eligible, as an internal transfer candidate, to apply for any and all new positions they deem themselves qualified for within the departmental reorganization/restructure.

Disenfranchised employees within that department, would only be eligible for this one time opportunity to apply for vacancies created because of the reorganization/restructuring, and its direct impact to them. Disenfranchised employees would be required to have applications submitted within the timeline provided at the time of the posting for the vacancies of the new positions based upon the reorganizational/restructuring need.

