

# BENEFIT BASICS

#### DUES

- 8.1 Upon written authorization from the employee, the District agrees to deduct Association dues from the salaries of employees covered by the APTA negotiated agreement.
- 8.4 Any employee desiring to have the School District discontinue deductions previously authorized must notify the Association in writing by September 10 of each year for that year's dues and the Association must notify the District in writing to discontinue the employee's deduction.
- **8.5** Upon termination of an employee covered by this Agreement, the current month's dues will be deducted from the final check.

#### TEMPORARY LEAVES OF ABSENCE

- 9.1 ADMINISTRATIVE LEAVE: Two (2) days shall be granted each year to employees with contracts of 230 days or more. Employees with contracts of fewer than 230 days shall be granted four (4) days of administrative leave.
  Administrative leave days may be accumulated to a maximum of eight (8) days over consecutive school years; however, only four (4) consecutive days will be granted per leave request.
- 9.2 BEREAVEMENT LEAVE: Not to exceed twelve (12) days per funeral, to be deducted from accrued sick leave, to attend a funeral of the immediate family as defined in Article 1 of this Agreement. Up to five (5) days per school year of leave may be granted to attend the funeral of a close, personal friend.
- 9.3 COMMUNITY SERVICE LEAVE: No deduction from salary shall be made for approved leaves of this type.
- 9.4 EDUCATIONAL SERVICES LEAVE: At the request of the employee and with the approval of the appropriate immediate supervisor, employees shall be excused from their regular duties in order to organize or participate in events which provide educational service to the School District.
- 9.7 PERSONAL BUSINESS LEAVE: Two (2) days of personal business leave shall be granted each year and deducted from accumulated sick leave. The leave will be granted if the personal business is such that it will not reflect adversely on the School District.
- 9.8 PROFESSIONAL LEAVE: No deduction from salary, if it is determined such attendance will render an educational service of value to the District or professional growth for the employee.



- 9.9 PUBLIC OFFICE LEAVE: With the approval of the A-1, a leave of absence without pay in order to discharge the duties of the office.
- 9.10 VISITATION LEAVE:

No deduction from salary shall be made for visits of this type.

### **EXTENDED LEAVES OF ABSENCE**

10.2 SABBATICAL LEAVE: Sabbatical Leave of one (1) school year duration may be granted for completion of advanced program of study in the employee's area of specialization.

# SICK LEAVE, DISABILITY AND SICK LEAVE BANK

Each employee shall be credited with fifteen (15) days of sick leave at the beginning of the school year. Accumulation shall be unlimited. The full fifteen (15) days of sick leave are not earned until the employee has completed the entire school year. If the employee leaves the system before all of his sick leave is earned, a payroll deduction will be made for any unearned days of sick leave used.

Employees who begin service later in the contract year shall be credited with the number of sick leave days that may be prorated for each month of service that may be completed by the end of the contract year.

12.5 Under this Agreement, all employees may become members of the Sick Leave Bank by voluntarily contributing one (1) sick leave day for the establishment and operation of the Bank. This Bank is to assist employees who have profound long term illness or disabilities and who have exhausted their sick leave accumulation.

# REQUIRED WORK DAYS

15.2 The maximum number of required days for existing employees shall be 250. Upon ratification of this agreement, all vacation and sick leave accruals will be adjusted for to equalize the current days accrued as it relates to the daily rate.

For example: If the employee is earning \$79,976, the daily rate of pay is \$347.72. Under the 250 day contract, the daily rate of pay is \$319.90. If the employee currently has 20 days accrued, equal to \$6,954.40 at h/her daily rate of pay, upon converting to the new daily rate, the employee would be credited a total of 21.74 days.

For the 2011-2012 fiscal year employees who exceed the 50 day vacation leave cap, due to the conversion, will be granted approval for the excess days.

- 15.3 VACATION TIME: Employees with fewer than 230 days on the salary schedule shall not accrue vacation days. Employees with a contract greater than 230 days shall accrue a maximum of 20 vacation days per year with a maximum of 50 days of vacation carryover.
- 15.6 If, due to the scope of the administrative job, the employee is **required** by his immediate supervisor **to work extra days** above and beyond the maximum contract time, **s/he will be**



compensated at his/her daily rate of pay. The additional compensation would be made no later than the next pay period.

15.7 If an employee's scope of job responsibilities requires them to respond to extraordinary emergency situations (i.e., acts of nature, severe building malfunctions, security emergencies, excessive vandalism, long term use of facilities by outside public entities for emergency response) and these situations require the employee to work extra days above and beyond his/her contract days the employee shall be eligible to take flex time, or he/she will be compensated at his/her daily rate of pay upon written acknowledgement of the employee's immediate supervisor. It will be the responsibility of the employee to keep records of those days and provide the days with appropriate documentation (written explanation of situation and account of need to be there) to his/her immediate supervisor in order to be eligible for flex time or compensation. The additional compensation would be made no later than the next pay period.

#### **EMPLOYEE FILES**

- 16.1 The first written admonition for a particular offense under NRS 391.312(1) may be removed from the file of an employee within a maximum of three (3) months if the employee has met the standards set for him/her by the employee Supervisor who issued the admonition. The written admonition, in any case, must be removed from the file of the employee no later than three (3) years after it is issued.
- Materials derogatory to an employee's conduct, service, character, or personality shall not be placed in an employee's file unless the employee has had an opportunity to read such material and to indicate that reading has occurred by affixing his signature on the actual copy to be filed. Such signature does not indicate agreement with the content of such material. The employee is entitled to a copy upon request.

# **DISMISSAL AND DISCIPLINARY PROCEDURES**

17.4 Bargaining unit members who are licensed by the Nevada Department of Education (NDE) and will retain their rights as a licensed educational employee pursuant to NRS 391 (Professional Practices Act), provided the license remains valid.

Bargaining unit member who are not licensed by NDE, and therefore, not covered by the Professional Practices Act will be entitled (in the event of a demotion, discharge or non-renewal of contract without just cause) to due process and may seek advisory arbitration if they have fewer than three (3) years with the District; or binding arbitration if they have been employed by the District for three (3) or more years.

## ADMINISTRATIVE REPRESENTATION

20.1 An employee about to undergo an investigatory interview shall be entitled to an association representative or another representative present at the interview and reasonable notice prior



to the interview when it is known by the party conducting the investigation that disciplinary action may be taken against the employee.

#### PROFESSIONAL COMPENSATION

#### 23.1 Salaries

23.1.1 Effective July, 2011, members of the bargaining unit who are eligible shall receive a step increase on the salary schedule based on experience or years of service. In addition, the salary schedule shall be reduced by 2.5%. The salary schedule will be further reduced by the shared increase on PERS contribution of 1.125%.

Effective July, 2012, members of the bargaining unit who are eligible shall receive a step increase on the salary schedule based on experience or year of service. In addition, the salary schedule will be reduced by 2.5%.

Both the District and APTA may reopen negotiations within the duration of the 11/12 or 12/13 contract years should financial revenues decline or increase.

Effective January 1, 2012, 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 paycard.

- 23.1.2 Psychologist salary schedules are contained in Appendix B.
- **23.1.3** Education credits to advance on the salary schedule may be completed at any time. Upon receipt of transcripts in Human Resources, the Employee will be moved to the appropriate column in the next available pay warrant. Such increases shall not be retroactive.
- 23.1.4 It is the sole responsibility of the Employee to ensure transcripts verifying units for advancement on the salary schedule are received by the Human Resources office.
- **23.1.5** Approved credits include, but are not limited to credits at the university level related to administrative assignments, duties, retraining or in-service.
- 23.1.6 Pro-Tech salary schedules are contained in Appendix C.

# 23.1.7 Salary Notes

- 23.1.7.1 Any person, upon initial placement as an administrator in the District, will be placed on either the Certified Psychologist Administrator's salary schedule or the Professional-Technical salary schedule at the salary specified on the position announcement, unless the A-1 determines another placement is appropriate.
- 23.1.7.2 In addition to the salary shown, the District contributes an additional amount as specified by law to the Public Employees Retirement Systems (PERS) for retirement benefits.



- 23.1.7.3 Employee authorized to advance to a higher salary column will be placed in the higher column at the lowest level which permits an actual increase of at least 4% in the daily rate, but not to exceed the maximum step of that column.
- 23.1.7.4 The District will recognize up to four (4) additional years (beyond the five (5) year limit Per the Deloitte Pay Study) of experience for Employee's who left, and then returned, to the District.

This credit will be granted if the Employee's additional four (4) years were in the District and his absence from the District or other public school employment did not exceed ten (10) years. This credit will place her/him on the maximum step given her/his placement and be retroactive only to the beginning of the contract year.

# 23.2 Education Pay

- 23.2.1 Masters/Masters Equivalent Employees, not on the Psychologist salary schedule, who have:
  - 23.2.1.1 Completed a master's program, will receive \$700 in addition to their scheduled salary in July of each year. Professional-Technical Administrators who have completed additional studies or work programs, which would be equivalent of a master's degree, will receive \$700 in addition to their scheduled salary in July of each year. This is intended as a salary bonus for the forthcoming contract year and is not earned until the contract year is completed on June 30. Employees who leave prior to July 1, of any calendar year will have a pro-rated deduction. [For example, an Employee who receives a bonus July, 2006 will not have earned that bonus until June 30, 2007 If s/he leaves May 31 of 2007 s/he will have one month's worth of the doctoral bonus deducted from his/her last check.]
  - 23.2.1.2 Employees who have announced prior to July, their intent to retire and have confirmed their retirement date will receive a prorated amount in July.
  - 23.2.1.3 The decision of whether the additional studies or work programs are equivalent to a master's program will be the responsibility of the A-2. Employees who disagree with the decision may appeal that decision to the A-1. The decision of the Superintendent will be regarded as final and not be subject to complaint or grievance.

## 23.2.2 Doctoral Program

23.2.2.1 Employees who have completed a doctoral program will receive \$1,200 in addition to their scheduled salary in July of each year. This is intended as a salary bonus for the forthcoming contract year and is not earned until the contract year is completed on June 30. Employees who leave prior to July 1, of any calendar year will have a pro-rated deduction. [For example, an Employee who receives a bonus on or before July in one-year will not have earned that



bonus until June 30 of the following year. If s/he leaves May 31 of the next year s/he will have one month's worth of the doctoral bonus deducted from his/her last check.

- 23.2.2.2 Employees who have announced prior to July 1, their intent to retire and have confirmed their retirement date will receive a prorated amount in July.
- 23.2.2.3 The Doctoral Program bonus can specifically be granted in addition to the Psychologist National Certified School Psychologist Designation 8% pay increase.
- 23.2.3 The National Certified School Psychologist Designation from the National Association of School Psychologists is a program that is recognized by the District that can qualify for an 8% pay increase. School Psychologist who achieve National Certified School Psychologist (NCSP) designation from the National Association of School Psychologists and Administrators who, upon proper application and approval by the A-2, or his/her designee, are awarded a National Board Certification directly related to their occupation, are eligible for an eight percent (8%) pay increase. Psychologists and Administrators must have five years of District experience in the occupation for which the National Board Certification is granted and satisfactory evaluations for the most recent three years. The salary increase will remain in effect for the duration of the certification. (2007)
- 23.2.4 Certifications and licenses (not to include state licenses required for basic job duties) that require action on the part of the employee to maintain will be terminated by Human Resources if they are not renewed. There will be a grace period given for the renewal process due to time needed for governing boards to renew. The employee must contact Human Resources one month prior to the certification/license expiring, to indicate that the renewal is in process and provide Human Resources with a copy of the receipt for renewal in order to obtain the grace period. Human Resources will work with payroll to ensure benefits do not lapse once this contact has been made. The employee is responsible for providing documentation of recertification by the end of the month. If an audit of the employee's certification or licensure requirements is requested by the governing board responsible for renewal, a copy of the audit letter from the governing board needs to be provided to Human Resources in order to further extend the grace period It is incumbent upon the employee to communicate with Human Resources one a month-to-month basis as to the status of their audit for recertification/relicensure.
- 23.2.5 Bi-lingual Stipend: An employee who is capable of fluently speaking, understanding, and translating both English and Spanish languages (fluently English/Spanish "bi-lingual"), as verified by passing a Level 1 Spanish Language Certification Test offered through Truckee Meadow Community College (TMCC), and is approved in writing by the A-2, or his/her designee, to utilize his/her "bi-lingual" skills on a consistent and regular basis as part of his/her duties in any one year, and who receives a satisfactory evaluation in that same year, shall receive a \$500.00 stipend for "bi-lingual" services performed for that year. (2007)
- 23.2.6 Certified Public Accountant/Professional Engineer Stipend: Professional-Technical Employees who have the requirement for the license or certification in their position deception and have completed the requirements and possess a current state or nationally issued



professional certificate/license, such as a Certified Public Accountant (CPA) Certificate, Professional Engineers (PE) License, will receive \$700 in addition to their scheduled salary in July Gail Carson of each year.

#### 23.3 **Longevity Bonus**

- 23.3.1 Employees who completed 10-14 total years of educational service with the WCSD will receive an additional yearly stipend of \$2,000 in July of the same calendar year.
- 23.3.2 Employees who completed 15-19 total years of educational service with the WCSD prior to July 1 of any year will receive an additional yearly stipend of \$2,200 in July of the same calendar year.
- 23.3.3 Employees who completed 20 or more total years of educational service with the WCSD prior to July 1 of any year will receive an additional yearly stipend of \$2,345 in July of the same calendar year,
- 23.3.4 Employees who completed 25 or more total years of educational service with the WCSD prior to July 1 of any year will receive an additional yearly stipend of \$2,560 in July of the same calendar year.

Retirement (PERS) contributions for longevity stipends will be made by the District. (2003)

- 23.3.5 Employees who separate from the School District prior to July 1 of any calendar year shall receive a prorated longevity payment.
- 23.4 An employee who is assigned to a multi-track year-round school shall be placed on the appropriate column based upon the additional contract days worked for which PERS contributions will be made by the School District. Assignments of less than a full 7. Gall Coison contract year will be prorated.

#### 23.5 BENEFIT RESERVE PROGRAM

- 23.5.1 The Benefit Reserve Program (BRP) for each employee who has completed fewer than 10 years of educational service with the School District may receive up to \$750.
- 23.5.2 The BRP may be used by the eligible employee to pay for any one or more of the following items:
  - (A) To offset the cost of premiums paid for dependent medical coverage.
  - (B) To pay non-covered medical or dental expenses and to offset the cost of deductibles, copayments, or any excess costs on the medical/dental insurance (including physical examinations), vision insurance plan, or hearing aid devices.
  - (C) To offset premiums paid for additional life and/or professional liability insurance.
  - (D) To pay for dues or fees related to memberships in professional association(s) in the employee's field.
  - (E) To pay for registration to professional conferences, seminars and/or workshops.



# **23.5.4 GENERAL**

- (A) The BRP value is taxable income and will be reported by the District as income on the W-2.
- (B) The "Benefit Reserve Program, Statement of Use" form must be submitted by the deadline requested.

No retroactive payments will be made for previous year expenditures.

(C) Newly hired unit members who commence work after the start of the fiscal year and unit members who separate during the fiscal year will be entitled to a prorated amount of the BRP value based on the days of service during the fiscal year. (2007)

#### 23.6 INSURANCE

The health insurance contributions by the District shall not exceed the following for Fiscal Year 2009-2010 and Fiscal Year 2010-2011.

- 23.6.1 Medical Insurance (including any and all related insurance or coverage) \$524.38 per month per eligible employee. GAP \$14.80
- 23.6.2 Dental Insurance \$47.06 per month per eligible employee.
- 23.6.3 Vision Insurance \$12.32 per month per eligible employee.
- 23.6.4 Life Insurance 250,000 \$30.00 per month per eligible employee.
- 23.6.5 Long-Term Disability insurance \$0.25/\$100 payroll per month per eligible employee.

## 23.7 EARLY SEPARATION INCENTIVE PLAN (ESIP) (2007)

- 23.7.1 The District will provide an Early Separation Incentive Plan (ESIP) within the following limitations: Commencing July 1, 2006, bargaining unit members desiring to participate in the ESIP must satisfy the following conditions in order to be considered at a participant of the ESIP:
  - Have completed 20 years of continuous service with the District as of August 31 of the year in which they participate
  - Have less than 36 years of credited service with PERS as of the year in which they participate (separate)
  - 3) Submit to the Human Resources Division of the District a completed ESIP Application Form and Letter of Resignation (effective no later than August 31 of the year in which they retire) prior to the deadline announced by the District.

Employees with 30 more years of service who received an unsatisfactory evaluation in the previous year and who receive an unsatisfactory evaluation in the year they apply for ESIP, are not eligible for ESIP.

- 23.7.2 The maximum incentive for each approved ESIP applicant will be no more than \$24,000.
- 23.7.3 The District will provide a maximum of \$96,000 in incentives in any given year (the "CAP"). If the cost of the incentives exceeds \$96,000, those with the most years of continuous service with the District shall be recommended first. The cost of previous awarded stipends shall be included under the CAP until the cost of previous awarded stipends is fully paid. In the event there are funds remaining under the CAP after



accounting for the previously awarded stipends and full payment for 3 eligible employees' in a particular year, the unit member applicant next in the line of seniority may elect to take a partial ESIP payout of those remaining funds, in lieu of receiving the maximum amount of his/her ESIP benefit sometime in the future. If that bargaining unit applicant does not elect to the partial payout, the next applicant in the line of seniority may elect to take the partial payout, and so on, until the election is made or all applicants refuse the option. This option will be available only to ESIP applicants for the year the application is made. If no applicant elects to use the remaining funds it remains the property of the District. (2007)

- 23.7.4 Should the a bargaining unit member become deceased prior to receiving the total ESIP entitlement, the balance shall be paid to the designated employee's beneficiary or the employee's estate.
- **23.7.5** All other matters related to this program will be governed by Administrative Regulation 4149, which shall not be incorporated into this Agreement by reference, and thus, not be subject to the grievance procedure.

#### 23.8 PROFESSIONAL DEVELOPMENT

23.8.1 The following amounts will be available in district budget(s) each year for the administrator to utilize for his/her professional development:

\$625: Employees in the 29+ range and School Psychologists

\$500: Employees at Grade 28 and below

Professional development money designated in this section may be carried over into the budget for the following year and will not be subject to the budget rollover percentage.

Professional development money may not be utilized by the employee or the school/location for any other purpose than the professional development of the employee.

Professional development money may be utilized to pay dues for national/state professional associations, contingent on the employee being provided professional development opportunities or professional development materials by the national/state professional association. Professional development money may not be utilized to pay dues for local associations, but may be used to pay for professional development opportunities provided by the local association. (2003)

23.9 TEMPORARY ASSIGNMENT OF DUTIES When an employee is explicitly requested in writing, and accepts, to temporarily perform the duties of his/her immediate supervisor, a higher level employee or executive cabinet member for 5 or more contracted days, the employee shall receive, in addition to his/her current salary, compensation equal to five percent (5%) of his/her current daily rate of pay for the days he/she temporarily performs the higher level duties. (2007)



**24.1 ADMINISTRATIVE RECLASSIFICATION** A reclassification is the movement of a position on an administrative salary schedule based on significant changes in duties and responsibilities as compared to the job description under which the employee was hired.

# **4.1.1 REQUEST PROCESS**

Any administrative employee who feels his/her position is not properly classified on the District's Psychologist's Salary Schedule or Professional-Technical Salary Schedule may complete and submit to his/her supervisor an Administrative Reclassification Request Questionnaire. Administrative supervisors may also submit a request for the reclassification of a certificated or pro-tech position due to reorganization, restructuring, or significant changes to a position. Such request may be submitted before the duties are assigned to the employee. (2003)