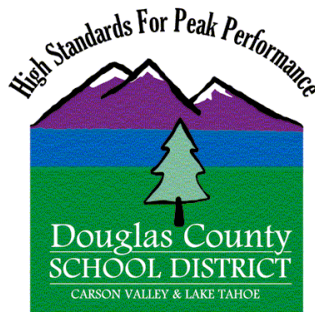


DOUGLAS COUNTY SCHOOL DISTRICT



NEGOTIATED AGREEMENT

2021 – 2025

ORIGINALLY RATIFIED: APRIL 14, 2020
ARBITRATION AWARD DATE: JULY 24, 2022
AMENDED EFFECTIVE JULY 1, 2021

CHAPTER #6, BUS DRIVERS ASSOCIATION

THE PARTIES IN THIS AGREEMENT ARE THE DOUGLAS COUNTY SCHOOL DISTRICT (“DISTRICT”)
AND THE CHAPTER 6, BUS DRIVERS ASSOCIATION (“ASSOCIATION”)

CHAPTER 6 OF THE NEVADA CLASSIFIED SCHOOL EMPLOYEES
AND THE PUBLIC WORKERS ASSOCIATION, AFT/PRSP LOCAL 6181

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ARTICLE 1: DEFINITIONS

- 1-1 The term "NRS 288," as used in this Agreement, shall refer to Chapter 288 of the Nevada Revised Statutes, also known as the Local Government Employee Management Relations Act, including amendments made hereto.
- 1-2 The term "School Trustees," as used in this agreement, shall mean the Board of School Trustees of the Douglas County School District.
- 1-3 The term "Association," as used in this Agreement, shall mean the Nevada Classified School Employees and Public Workers Association, Chapter #6, Bus Drivers Association and is the entity known as the Employee Organization in NRS 288.
- 1-4 The term "School District" or "District," as used in this Agreement, shall mean the Douglas County School District, and is the entity known as the Local Government Employer in NRS 288.
- 1-5 The term "Superintendent," as used in this Agreement, shall mean the Superintendent of Schools of the Douglas County School District or his/her designee.
- 1-6 The terms "School Trustees," "School District," or "Association" shall include authorized officers, representatives, and agents of each, and each reserves the right to act hereunder by committee or designated representative.
- 1-7 The term "Probationary Employee," as used in this Agreement, means a contracted bus driver who has not completed 90 work/driving days of contracted employment during which time his/her competency in assigned duties is evaluated.
- 1-8 The term "Employee," as used in this Agreement, means a contracted bus driver who has successfully completed his/her probationary period of 90 work/driving days and any extensions thereof.
- 1-9 The term "Contracted Bus Driver," as used in this Agreement, shall mean a bus driver under contract to work a regular schedule of consistently approximate hours daily.
- 1-10 The term "Agreement," refers to this document, being the Negotiated Agreement between the Douglas County School District (District) and the Nevada Classified School Employees and Public Workers Association, Chapter #6, Bus Drivers Association (Association).
- 1-11 The term "School Year," as used in this Agreement, shall mean a year commencing on the first day of July and ending on the last day of June.
- 1-12 The term "Work Year," as used in this Agreement, refers to a variable period of time within the School Year, between 176 –182 work days.
- 1-13 The term "School," as used in this Agreement, means any day that one or more schools are in session.

- 1-14** The term "Work Day," as used in this Agreement, shall be defined as any day a contracted bus driver is required to be present on the job to include but not limited to: student attendance days, professional development days, mandatory meetings, school closure days.
- 1-15** The Term "Route Hours" as used in this Agreement, shall be defined as any time used by a contracted driver for the actual time spent transporting students to and from school (A.M. and P.M. run).
- 1-16** The Term "Route Maintenance Hours" as used in this Agreement, shall be defined as any time used by a contracted driver for the actual time spent on route paperwork, bus washing, bus fueling, parent phone calls, and all other hours maintaining their route, outside of their normal "Route Hours" as defined in 1-15.
- 1-17** Time off requests and holidays will be paid as actual Route Hours as defined in 1-15.
- 1-18** Annualized salary will be comprised of an average of "Route Hours" and "Route Maintenance Hours".

ARTICLE II – RECOGNITION AND DESCRIPTION OF BARGAINING UNIT

- 2-1** The Board of Trustees recognizes the Nevada Classified School Employees and Public Workers Association, contracted Douglas County Schools (as defined in Section 1-9 of the Definitions), Chapter #6, as the exclusive negotiating representative of the contracted bus drivers of the Douglas County School District, subject to the provision of NRS 288.
- 2-2** The Bus Drivers' bargaining unit shall be composed of all contracted bus drivers who work a regular schedule of consistently approximate hours daily.

ARTICLE III – DISTRICT RIGHTS

3-1 RETENTION OF DISTRICT PREROGATIVES

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Board of Trustees of the Douglas County School District, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion, to the following:

- to direct its employees;
- to hire, promote, classify, transfer, assign, retain, suspend, demote, discharge, or take disciplinary action against any employee;
- to determine appropriate staffing levels, work performance standards, content of the workday, and workload factors;
- to relieve any employee from duty because of lack of work, lack of money, or for any other legitimate reason;
- to manage its governmental operations efficiently;
- to establish the methods and means by which its operations are to be conducted;
- and to take whatever actions may be necessary to carry out its responsibilities in situations of emergency.

The District's failure to exercise any right, prerogative, or function hereby reserved to it, or the District's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of

the District's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE IV – ASSOCIATION ACTIVITIES AND EMPLOYEE RIGHTS

- 4-1** It is the right of every contracted bus driver to join or refrain from joining the Association that is part to this Agreement.
- 4-2** The Association may post on available bulletin boards in the bus drivers' lounge in a reasonable manner responsible and official Association notices provided such notices are initialed and dated by the Transportation Supervisor. Such initialed and dated notices may also be distributed to the Association's members via intra-District mail.
- 4-3** The Association may use District facilities for meetings provided such use complies with District policy and does not interrupt normal school day nor bus driving operations.

ARTICLE V – NO STRIKE AGREEMENT

- 5-1** Recognizing the Nevada Legislature's intent as follows: That the services provided by the District 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 of Douglas County; that the continuity of such services is likewise essential and their disruption incompatible with the responsibility of the District to its constituents; and that every contracted bus driver who enters or remains in the employment of the District accepts the facts stated in the preceding sentences of this paragraph as an essential condition of his/her employment.

The Association, its officers and agents, and each and every contracted bus driver hereby agree that they will not support any strike against the District nor shall they engage in nor support any action, which impairs the rendering of such essential services by the District, fully acknowledging that such act is illegal.

ARTICLE VI – MEMBERSHIP DUES DEDUCTION

- 6-1** Upon receipt by Business Services of a signed authorization from a contracted bus driver to deduct membership dues, the District shall make uniform monthly membership dues deductions from the salary earned by such bus driver. Authorized membership dues deductions will begin with the first pay period in the payroll month following the receipt of such authorization.
- 6-2** The District shall deduct from a contracted bus driver's wages only that amount of monies, which the Treasurer of Chapter #6 has certified to Business Services, in writing, as the amount of dues required of all contracted bus drivers as a condition of acquiring or retaining membership in the Association.
- 6-3** No later than October 15th of each year, the Association will provide the District with a list of those bus drivers who have voluntarily authorized the District to deduct Association membership dues and the uniform amount to be withheld for each driver. The Association will notify the District in writing monthly

of any changes in the authorized membership list. Any change in the amount of membership dues to be withheld must be submitted in writing at least thirty (30) working days prior to the date the change is to be made effective.

- 6-4** Business Services will forward monies from membership dues deductions to the Treasurer of Chapter #6 no later than the last day of the month in which deductions are made.
- 6-5** If for any payroll period in which the District is obligated to make dues deductions, the wages owed a contracted school bus driver (after deductions mandated by any governmental agency) are less than the amount of money which the contracted bus driver has authorized the District to deduct, the District shall make no deductions from wages owed the contracted bus driver for that payroll period and shall make no deductions, which would have been made from wages owed the contracted bus driver for that payroll period, from wages owed the contracted bus driver for any future payroll period.
- 6-6** Upon termination, a bus driver's current month's dues will be deducted from the final check.
- 6-7** The District agrees not to honor any membership dues deduction authorizations executed by a bus driver in the bargaining unit in favor of any other labor organization representing bus drivers for the purpose of negotiations.
- 6-8** The Association agrees to refund to the District any excess amounts paid to it in error on account of the membership dues deductions provision, upon presentation of proper evidence of error or mistake.
- 6-9** The Association shall indemnify, defend, and hold the District harmless against any and all claims, demands, grievances, or other liability that arise out of or by reason of actions taken by the District pursuant to this Membership Dues Deduction Article.

ARTICLE VII – GRIEVANCE PROCEDURE

GENERAL TENETS

7-1 Definitions

- 7-1-A** A "grievance" is a written allegation by a bus driver that the District has violated an expressed provision of this Agreement that directly affects the grievant.
- 7-1-B** An "aggrieved person" is the bus driver asserting a grievance.
- 7-1-C** A "party in interest" is any person or persons who might be required to take action, or against whom action might be taken, in order to resolve the grievance.
- 7-1-D** The term "days" when used in this article shall, except where otherwise indicated, mean working days rather than calendar days.

7-2 Right to Participate

- 7-2-A** No reprisals of any kind shall be taken by either party against any party in interest, any school representative, or any other participant in the grievance procedure by reason of such participation.

- 7-2-B** Any party in interest may be represented at any level of the grievance procedure by a person of his/her own choosing.

7-3 Time Limitations

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

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

7-4 Separate Filing

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

7-5 Forms for Filing

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

7-6 Withdrawal of Grievance

A grievance may be withdrawn at any level by the aggrieved bus driver without prejudice when the aggrieved bus driver has strictly adhered to the timelines.

7-7 Administration Cooperation

The administration will cooperate with the aggrieved bus driver in his/her investigation of his/her grievance, and further, will furnish him/her with such information as is pertinent and available for the processing of such grievance.

PROCEDURAL STEPS

7-8 Problem Solving

Whenever an alleged problem arises over which a bus driver may feel aggrieved, that driver and, if the driver so chooses, their representative shall discuss such perceived problem with his/her immediate supervisor without the discussion being construed as a grievance. Requests for a problem solving discussion must be brought forth no later than five (5) work days after the situation which seemed to give rise to the alleged problem. However, should the matter being discussed not be resolved between the bus driver and his/her immediate supervisor, the bus driver may still pursue to resolve the matter if

it involves an alleged violation of the Agreement through the steps of the grievance procedure. In cases of termination, the procedural step of Problem Solving shall be waived.

7-9 Written Presentation

All grievances presented at Step One of the Procedural Steps must set forth: the facts giving rise to the grievance; the provision(s) of the Agreement alleged to have been violated; the name of the aggrieved bus driver; and the remedy sought. All grievances at Step One and appeals at Step Two, Step Three, and Four of the Procedural Steps must be signed and dated by the aggrieved bus driver. All written answers submitted by the District shall be signed and dated by the appropriate District representative.

7-10 STEP ONE – Written Grievance to Immediate Supervisor

No later than ten (10) work days after the event giving rise to the grievance, or ten (10) work days after the bus driver should have reasonably known of the event giving rise to the grievance, or five (5) work days after the problem-solving discussion if that option was attempted, the bus driver may submit a written grievance to his/her immediate supervisor. The immediate supervisor shall give his/her written answer to a grievance within five (5) days after receipt of the grievance.

7-11 STEP TWO – Written Appeal to the Director of Human Resources

If the grievance is not settled at Step One, the bus driver, not later than ten (10) days after receipt of the immediate supervisor's written answer to Step One, may file a written appeal of that answer to the Director of Human Resources his/her designee. The written appeal must state specifically the bus driver's objection to the immediate supervisor's written answer. No later than ten (10) days after receipt of the written appeal, the Director of Human Resources, or his/her designee, shall hold a meeting with the bus driver. The Director of Human Resources, or his/her designee, shall give his/her written answer to the grievance within ten (10) days after such meeting.

7-12 STEP THREE – Written Appeal to the Board of Trustees

If the grievance is not settled at Step Two, the bus driver, not later than five (5) days after receipt of the Director of Human Resources, or his/her designee's answer at Step Two, may file a written appeal to the Board of Trustees. The written appeal must state specifically the bus driver's objection to the Director of Human Resources, or his/her designee's answer. Not later than the first opportunity to properly agendize the appeal, the Board of Trustees shall meet in closed executive session with all parties involved in Steps One and Two of this procedure. The Board of Trustees shall give its written answer to the grievance within ten (10) days after such meeting, which answer shall be final and binding on the grievant unless the Association chooses to pursue arbitration as outlined in Step Four.

7-13 STEP FOUR - Arbitration

7-13-A Any grievance, that has been properly and timely processed through Step Three and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Association serving the Superintendent with written notice of its intent to appeal. The failure to appeal a grievance to arbitration in accordance with this paragraph within ten (10) days after receipt of the written answer of the Board of Trustees shall constitute a waiver of the Association's right to appeal to arbitration, and the written answer of the Board of Trustees at Step Three shall remain final and binding on the aggrieved employee, the District, and the Association.

7-13-B Not later than ten (10) days after the Association serves the Superintendent with written notice of intent to appeal a grievance to arbitration, the District and the Association shall jointly request the American Arbitration Association to furnish, to the District and the Association, a list of seven (7) qualified and impartial arbitrators. Within five (5) calendar days after receipt of that list by the District, the District and the Association shall alternately strike names from the list, until only one (1) name remains. The arbitrator whose name remains shall hear the grievance. The Association shall strike the first name.

7-13-C The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the expressed provision(s) of this Agreement at issue between the Association and the District. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The arbitrator shall not hear nor decide more than one (1) grievance without the mutual consent of the District and the Association. The written award of the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on the aggrieved employee, the Association, and the District.

7-13-D The fee of the American Arbitration Association and the fees and expenses of the arbitrator shall be shared equally by the District and the Association; otherwise each party shall bear its own arbitration expense.

7-13-E No evidence from either party (Grievant or District) pertinent to the grievance may be presented for the Arbitrator's consideration that was not presented for the Board's consideration at Step Three.

7-14 Election of Remedies

It is agreed that in the event of any claimed grievance, the Association and/or employee must first process the claim through the Grievance Procedure and the decision shall bind all parties on the issues submitted to Arbitration; provided that this provision shall not preclude any employee from filing a claim in another forum based upon the same acts, but claiming a right not covered by the Negotiated Agreement, as long as the processing of that claim is delayed until the grievance is either resolved by agreement or binding arbitration.

ARTICLE VIII – DISCHARGE AND DISCIPLINARY PROCEDURES

8-1 Discharge

8-1-A The continued employment of a contracted bus driver is dependent upon satisfactory performance of assigned duties and maintaining personal fitness to perform those duties. A bus driver may, however, also be discharged given just cause.

8-1-B A contracted bus driver who is discharged may appeal such action through the grievance procedure of this Agreement.

8-1-C In the event the appeal reaches arbitration, the arbitrator's jurisdiction and authority shall be limited to deciding whether just cause for which the bus driver was discharged existed. If the arbitrator decided

that just cause existed, the arbitrator shall deny the grievance and shall have no authority to alter, modify, or rescind the discharge imposed by the District.

8-1-D The provisions of this article shall not be available to probationary bus drivers.

8-2 Discipline

8-2-A Should a contracted bus driver's work habits, overall attitude, adherence to rules, conduct, or demeanor become unsatisfactory during the course of his/her employment, his/her supervisor will first attempt to counsel and assist such bus driver in identifying and remediating those behavioral and/or performance problems. During the counseling interview the supervisor will provide a copy of Article VIII of this Agreement and explain the possible consequences if the driver fails to improve performance. However, insubordination, refusal to work, dishonesty, theft, gross misconduct, sexual harassment (as defined by District Policy), threats, battery, assault, use of aggressive or threatening language, or any act that results in a criminal charge, do not require the supervisor to use progressive discipline steps and, if proven, may result in termination.

8-2-B However, if the contracted bus driver fails to respond to the remedial counsel of his/her supervisor, discipline shall generally be imposed on a graduated basis as follows:

Written Warning - a written warning to be placed in one's personnel file that the bus driver had received previous counsel from his/her supervisor regarding unacceptable behavior and/or performance, that the counseling has been unsuccessful, and that should the unacceptable behavior and/or performance continue, more stringent disciplinary action will follow.

Suspension - a written notification outlining the previous efforts in remediating the unacceptable behavior and/or performance with a recommendation to suspend without pay subject to review by the Director of Human Resources. Prior to suspension, a meeting will be held including bus driver, supervisor, Director of Human Resources or designee, and a representative of the bus driver's choice.

Subsequent Offenses - should the contracted bus driver continue to violate, disregard, or show indifference to acceptable behavioral and/or performance standards, his/her supervisor may recommend termination subject to review by the Director of Human Resources.

8-3 Immediate Termination

Should a bus driver ever demonstrate through either his/her actions or omission of actions a serious disregard for the safety of the children he/she transports, his/her supervisor may recommend immediate dismissal in lieu of graduated disciplinary procedures.

8-4 Dishonesty

Dishonesty, if proven may/can result in disciplinary action, up to and including termination.

ARTICLE IX – REDUCTION IN FORCE

9-1 The District will determine when a reduction in force/layoff is necessary and the number of individuals to be laid off.

SUBJECT TO THE DETERMINATIONS SET FORTH IN 9-1, ABOVE, THE DISTRICT AGREES TO THE FOLLOWING:

- 9-2** Contracted bus drivers who voluntarily resign will be the first to be reduced in force.
- 9-3** Probationary bus drivers will be reduced before regular bus drivers.
- 9-4** Additional reductions in force will be based upon a bus driver's "seniority" with the Douglas County School District. The bus driver with the least contracted bus driving experience with the District will be laid off first.
- 9-5** Contracted bus driving experience with the District shall mean: a contracted bus driver's continuous service with the District, measured in calendar days from the first day the contracted bus driver actually worked for the District as a regular driver following his/her probationary period.
- 9-6** In the event two (2) or more bus drivers have the same amount of contracted bus driving experience in the District as defined in 9-5 above, the Transportation Supervisor will determine the individual to be reduced using the drivers' evaluation reports and driving records. Evaluation reports and driving records being equal, the bus drivers shall draw lots.
- 9-7** Should a contracted bus driving vacancy occur following a reduction in force, laid off contracted bus drivers shall be recalled in the reverse order of layoff.
- 9-8** The District will forward notice of recall by certified mail to the last known address of the bus driver reflected on District records. The bus driver must, within three (3) workdays of delivery or attempted delivery of the notice of recall, notify the District of his/her intent to return to work on the date specified for recall and, thereafter, return to work on such date.
- 9-9** A bus driver's contracted experience with the District shall be terminated and his/her rights to recall forfeited for the following reasons: Discharge, quit, retirement, or resignation; Failure to give notice of intent to return to work after recall within the time period specified in 9-8 of this Reduction in Force Article, or failure to return to work on the date specified for recall, as set forth in the written notice of recall; Failure to return to work upon expiration of a leave of absence; Layoff for a period of twelve (12) months.
- 9-10** A reduction in the number of hours in a day or days in a contract year for which a bus driver is contracted to work shall not constitute a lay-off. However, at the earliest possible time and before initiating a reduction in force, the District will meet and provide the Organization with the rationale and opportunity for input for such action. The Superintendent will retain the final authority.

ARTICLE X - COMPENSATION

10-1 Probationary Bus Drivers (Step P)

All new contracted Bus Drivers or contracted Bus Drivers being reemployed in the District after a break in service will serve a probationary period of 90 work/driving days of contracted service. None of the benefits (such as sick leave, personal day, paid health and accident insurance, etc.) will be available or accruable to a probationary Bus Driver. Probationary Bus Drivers who miss more than five (5) days will be terminated. Following completion of one's 90-day probationary period, the District will decide, based

upon the probationary Bus Driver's performance whether to continue his/her employment as a regular Bus Driver, continue his/her probation, or terminate his/her employment.

- 10-2** Regular Bus Driver (Step A): If a probationary bus driver's employment is continued, he/she will be designated as a regular bus driver, and become eligible for all the benefits available through this Agreement.

Each salary step is based on service in the district, up to five (5) years' experience outside the district may be allowed for placement on the salary schedule. Any experience outside the district must be school bus driving experience or in a comparable job (driving positions in which a CDL is required).

School bus driving experience:

- One (1) year school bus driving experience = one (1) additional step advancement
- Two (2) year school bus driving experience = two (2) additional step advancement
- Three (3) year school bus driving experience = three (3) additional step advancement
- Four (4) year school bus driving experience = four (4) additional step advancement
- Five (5) year school bus driving experience = five (5) additional step advancement

Comparable CDL driving experience:

- Two (2) year comparable CDL driving experience = one (1) additional step advancement
- Four (4) year's comparable CDL driving experience = two (2) additional step advancement
- Six (6) year comparable CDL driving experience = three (3) additional step advancement

It is the employee's responsibility to substantiate this experience to the satisfaction of Human Resources, which has the final authority in making this determination.

Should a bus driver complete his/her probationary period prior to April 1, he/she will be eligible to be placed on the next step for his/her next contracted year. A bus driver who completes their probationary period after April 1 will remain on the same step through his/her next contracted year.

- 10-3** Experience Increment Eligibility (Steps C, D, E, F, G, H, I, J, K, L, M, N, O, and P): In order to be eligible for a step increment advancement after Step B, a regular bus driver must have satisfactorily served at least 140 days of the number of days for which his/her particular contract is normally undertaken.

10-4 Longevity Service Increment

20-year Longevity: Contracted bus drivers having driven 20 years for the Douglas County School District will receive an additional \$750 per year after their 20th contracted year.

25-year Longevity: Contracted bus drivers having driven 25 years for the Douglas County School District will receive an additional \$400 per year after their 25th contracted year.

- 10-5** A bus driver must have a satisfactory performance evaluation to advance on the salary schedule for the succeeding year.

In the event a Bus driver does not have satisfactory performance evaluation, counseling or corrective training will be provided. No later than six (6) months after the unsatisfactory performance evaluation, another performance evaluation shall be conducted. If the performance evaluation is satisfactory, the employee's salary schedule advancement will be reflected on the next pay period possible. The salary advancement will not be retroactive.

10-6 Annualized Pay

Annualized would be defined as a Contracted Bus Driver's hourly route pay and convert it to an estimated total yearly gross salary amount, paid over 24 pay periods.

(Work Year Days + Paid Holidays) x (Route Hours + Route Maintenance Hours) x Hourly Rate of Pay = Yearly Gross Salary to be divided into 24 pay periods.

Contracted "route hours" + "route maintenance hours" will be separated into three (3) route hours per day categories: 5 hours, 6 hours and 7 hours. The category under which each bus driver is contracted for the annualized pay will be determined by the "route hours" + "route maintenance hours", per 1-15 and 1-16 of the negotiated agreement, submitted by the transportation office during the three required audits per 10-6 of the negotiated agreement.

Any driver whose "route hours" + "route maintenance hours" fall at 6 hours or under will be contracted at the 5 hours per day category. Drivers whose "route hours" + "route maintenance hours" fall at or between 6.1 hours and 7.0 hours will be contracted at the 6 hours per day. Drivers whose "route hours" + "route maintenance hours" fall at or above 7.1 hours will be contracted at 7.0 hours per day. These contract hours shall remain in effect for the employees throughout the year, unless the audit submitted presents a driver whose "route hours" + "route maintenance hours" has moved them into a different contracted category due to a difference of .5 or more. At such time, the employee's contract shall be updated and revised accordingly.

All other hours (Field Trip Hours, hours added for late school starts, other District required additions to hours, hours added by forces of nature, and overtime) would be paid in addition to and distributed as payroll on each payroll check where earned.

It would be necessary to audit each route for actual hours worked on route a minimum of three a year, once at the start of the work year, once within the first 12 weeks of the work year, and once within the last 6 weeks of the work year.

The district will provide a letter of intent to all contracted bus drivers prior to the first day of school. This letter will include; contracted route #, number of work days, current rate of pay, current step, number of paid holidays, and total gross pay per pay period. All routes are subject to change throughout the school year dependent on district needs.

PERS would be deducted in accordance to NRS 286.410(3)

10-7 Compensation

The District will fund any increases to PERS at the statutorily required rate for all employees. The District will pay longevity and step increases for the 2021-22 school year. The District and the Chapter #6, Bus Drivers agree to the following additional provision related to compensation:

1. During the 2023-24 school year, but no later than December 31, 2023, the District and Chapter #6, Bus Drivers Association agree to reopen negotiations for the following considerations:
 - Salary or wage rates or other forms of direct monetary compensation and benefits.
 - No more than five (5) contract language issues each for DCSD and Chapter #6, Bus Drivers Association.
2. By no later than December 31, 2024, the District and Chapter #6, Bus Drivers Association agree to reopen negotiations for the following considerations:
 - a. Salary or wage rates or other forms of direct monetary compensation and benefits

Douglas County School District and Chapter #6, Bus Drivers Association went to arbitration regarding a dispute over compensation for the 2021-22 school year. On July 24, 2022, Arbitrator Sheri E. Ross ruled the District's final offer was the most reasonable of the two July 1, 2022 final offers. As such, the provisions of the 2021-22 Bus Driver (Association) negotiations with the District shall provide as set forth in Appendix DX-16 of the Findings, Discussion, Award issued by Arbitrator Ross. The conditions set forth are as follows:

3. Salary Schedule Adjustment to be paid retroactively to July 1, 2021
 - Increase Probationary Hourly Rate by 5.00% [EE] & 4.75% [E]
 - Increase Step 1-A by 10.00% [EE] & 9.75% [E]
 - Step 1-A = Step 2-B n Step Increase 3-C through 5-E = 5.00% Above Previous Step
 - Step Increase 6-F through 16-P = 1.20% Above Previous Step
 - Longevity Bonus: \$250 with 9-14 years of service
 - Longevity Bonus: \$500 with 15-19 years of service
 - Salary Schedule Increase includes employees 0.25% PERS contribution [E]
4. Step Increases for 2022-23 paid retroactively to July 1, 2022
5. 1.50% Salary Schedule Increase for 2022-23 paid retroactively to July 1, 2022
6. One (1) additional paid holiday – See article 13.9
7. \$70/Month Increase in healthcare premium paid by the District
8. \$1075 bonus for 2021-22 – Paid December 31, 2022
9. District to provide cell phones, not smart phones, with chargers with District paid service to bus drivers; drivers to store and charge said phones; and District to replace lost or damaged phones to drivers unless loss or damage is the result of driver negligence.

Exhibit B:

DOUGLAS COUNTY SCHOOL DISTRICT
CHAPTER #6, BUS DRIVERS ASSOCIATION SALARY SCHEDULE
2021-22

Reflects 0.45% Salary Schedule PERS Adjustment

10% Increase on Probation and Step 1-A, Step 2-B = Step 1-A, 5% Step Increase between Step 3-C through 5-E,

1.2% Step Increase between Step 6-F through 16-P, add a 10-year and 15-year longevity bonus, Salary increase includes coverage of the employees 0.25% portion of the 2021 PERS contribution rate increase

Employee Status	Step	EE (Employee-Employer Paid PERS)	E (Employer Paid PERS)
Probation ¹	P	\$16.75	\$14.51
Regular ²	1-A	\$18.52	15.99
	2-B	\$18.52	\$15.99
	3-C	\$19.45	\$16.79
	4-D	\$20.42	\$17.63
	5-E	\$21.44	\$18.51
	6-F	\$21.70	\$18.73
	7-G	\$21.96	\$18.96
	8-H	\$22.22	\$19.18
	9-I	\$22.49	\$19.42
	10-J	\$22.76	\$19.65
	11-K	\$23.03	\$19.88
	12-L	\$23.31	\$20.12
	13-M	\$23.59	\$20.36
	14-N	\$23.87	\$20.61
	15-O	\$24.16	\$20.86
	16-P	\$24.45	\$21.11

10 Years	Contracted bus drivers having driven 9-14 years with DCSD will receive \$250 per year after their 9 th contracted year.
15 Years	Contracted bus drivers having driven 15-19 years with DCSD will receive \$500 per year after their 14 th contracted year.
20 Years	Contracted bus drivers having driven 20-24 years with DCSD will receive \$750 per year after their 20 th contracted year.
25 Years	Contracted bus drivers having driven 25+ years with DCSD will receive \$1150 per year after their 25 th contracted year.

¹ Probationary period is 90 work/driving days of contracted service.

² Per Article 13-6: Bus Drivers who are selected and certified as trainers and evaluators of other bus drivers will be paid five-dollars (\$5.00) an hour more than their regular rate of pay when they are providing actual training or conducting driver evaluations. At all other times, driver trainers will be paid their regular rate of pay

Effective: 07-01-21 to Present

Exhibit C:

DOUGLAS COUNTY SCHOOL DISTRICT

CHAPTER #6, BUS DRIVERS ASSOCIATION SALARY SCHEDULE

2022-23

Reflects a 1.5% Salary Increase

Employee Status	Step	EE (Employee-Employer Paid PERS)	E (Employer Paid PERS)
Probation ¹	P	\$17.00	\$14.73
Regular ²	1-A	\$18.80	\$16.23
	2-B	\$18.80	\$16.23
	3-C	\$19.74	\$17.04
	4-D	\$20.73	\$17.89
	5-E	\$21.76	\$18.79
	6-F	\$22.03	\$19.01
	7-G	\$22.29	\$19.24
	8-H	\$22.55	\$19.47
	9-I	\$22.83	\$19.71
	10-J	\$23.10	\$19.94
	11-K	\$23.38	\$20.18
	12-L	\$23.66	\$20.42
	13-M	\$23.94	\$20.67
	14-N	\$24.23	\$20.92
	15-O	\$24.52	\$21.17
	16-P	\$24.82	\$21.43

Years of Service	Contracted Bus Drivers
10 Years	Contracted bus drivers having driven 9-14 years with DCSD will receive \$250 per year after their 9 th contracted year.
15 Years	Contracted bus drivers having driven 15-19 years with DCSD will receive \$500 per year after their 14 th contracted year.
20 Years	Contracted bus drivers having driven 20-24 years with DCSD will receive \$750 per year after their 20 th contracted year.
25 Years	Contracted bus drivers having driven 25+ years with DCSD will receive \$1150 per year after their 25 th contracted year.

¹ Probationary period is 90 work/driving days of contracted service.

² Per Article 13-6: Bus Drivers who are selected and certified as trainers and evaluators of other bus drivers will be paid five-dollars (\$5.00) an hour more than their regular rate of pay when they are providing actual training or conducting driver evaluations. At all other times, driver trainers will be paid their regular rate of pay

Effective: 08-01-22 to Present

ARTICLE XI – WORK PERIODS

HOURS AND DAYS OF WORK

11-1 The sole purpose of this Article is to provide a basis for the computation of the number of hours and number of days for which a bus driver will be contracted to work. Nothing contained in this Agreement, however, shall be construed as a guarantee or commitment by the District to any bus driver of a minimum or maximum number of hours of work per day, per week, or per year

11-2 A contracted bus driver's daily hours worked will vary. Generally, bus runs required from one and one-half (1 1/2) to three (3) hours to complete. A bus driver contracted for an A.M. and a P.M. bus run will probably work about five (5) or more hours daily. Regardless of hours worked, all contracted bus drivers will retain all benefits included in this agreement, accrued on the number of daily hours worked even though hours may drop below the required five hours after September 30th of each year.

Conversely, after the Average Daily Hours have been established for each route on September 30th of each school year by the Transportation Supervisor, any new runs, which start under five hours, will not qualify for benefits for the remainder of that contract year.

11-3 The exact number of days for which a bus driver will be contracted in a school year will be predicated by the requirements of a particular run, or the needs of the District, between 176 – 179 student attendance days per year for most assigned runs.

11-4 Training

The mandatory required Bus Driver training for each school year is to be scheduled into the Contracted Bus Drivers schedule prior to the start of each school year by the Transportation Supervisor. Any additional training must be approved by the Director of Human Resources and Superintendent and be scheduled a minimum of 30 days prior to the training date.

It is recommended that trainings be scheduled on non-driving days (e.g. TPD or PLC days)

ARTICLE XII - OVERTIME

12-1 Overtime is defined as assigned work beyond forty (40) hours in a workweek.

12-2 A workweek is any seven (7) consecutive day period commencing on Monday and ending on Sunday midnight.

12-3 Assigned overtime shall be compensated at a rate of 1.5 hours for each hour worked.

12-4 All overtime must be authorized in advance by the Director of Transportation, except in the case of unforeseen circumstances whereby the Director of Transportation must be contacted as soon as possible to verify the situation

ARTICLE XIII – COMPENSATORY ADDENDUM

13-1 Meals/Lodging

Bus drivers assigned to drive out-of-District activity and athletic trips will be entitled to meal and lodging reimbursement (within the maximums set on the District's Expense Reimbursement Voucher) provided the following conditions occur:

13-1-A Meal reimbursement will be issued only when a driver has a break in service. If there is no break in service, drivers will not be eligible for meal reimbursement. A driver who is unable to take a meal break and has no break in service, will be compensated for time in service. Moreover, if a driver takes a meal break and purchases a meal, she/he will be compensated for that meal, but will not be compensated for the .5 hour of break in service.

13-1-B To claim lodging expenses for overnight trips, a driver must submit a receipt for lodging subject to District-set allowances.

13-1-C If drivers choose not to eat certain meals or if meals are paid for by some other source, no District reimbursement will be paid.

13-1-D If required to stay overnight, drivers will not be asked to share rooms.

13-1-E A false claim for reimbursement will be treated as dishonesty, grounds for immediate termination.

13-2 Call Out

13-2-A – Unscheduled

Any time a contracted bus driver chooses to accept an unscheduled assignment to drive, he/she will receive his/her regular rate of pay for the actual time worked for that unscheduled assignment.

13-2-B - Interrupted

Any time a contracted bus driver reports for a scheduled run which subsequently is canceled and for which he/she could not have known of the cancellation, he/she will be credited with having worked a minimum of two (2) hours for that interrupted run.

13-3 Commercial Driver's License Department of Motor Vehicles Physical Exam

The District will cover the cost of one (1) Commercial Driver's License (CDL) Department of Motor Vehicles (DMV) exam every two years for each contracted bus driver. The required exam includes both the commercial driver fitness exam and the CDL certification.

A District designated occupational medicine physician will perform the exam. If the physician limits the CDL certification to less than two (2) years, and if no lapse in employment occurs, the District will pay for the recertification expense. The bill for said exam will be sent directly to the District for payment. The District will not pay for an exam that is not administered by the District's designated physician. In the event a bus driver chooses not to have the CDL DMV exam performed by the District's designated

physician, the bus driver will be responsible for the entire cost of the exam. Under no circumstances shall the cost for said exam be paid by the District health insurance policy.

13-4 Required Attendance

Any time the District requires a bus driver's attendance at a function such as a meeting, the driver will be paid his/her regular rate of pay for the time in attendance.

13-5 Standby Pay

If a driver delivers his/her passengers to an event or activity and is required to wait, or "stand by," until the activity concludes, he/she will be paid at 100% of his/her regular rate of pay during the time he/she is standing by. If a driver is required to stand by overnight, eight (8) hours of sleeping time will be deducted from the total time recorded as standby time.

13-6 Trainers

Only bus Drivers who are selected and certified as a **Third-Party Certifier** or trainers of other bus drivers will be paid five dollars (\$5.00) an hour more than their regular rate of pay when they are providing actual training, conducting driver **assessments, or other duties as assigned**. At all other times, driver trainers and **Third-Party Certifiers** will be paid their regular rate of pay.

13-7 Same Position

A contracted bus driver who is injured on the job will be returned to his/her same position and route if he/she is medically certified to return to full-time, unrestricted service within six months of such injury.

If a contracted bus driver is not medically certified to return to full-time, unrestricted service within six months of a job-related injury, he/she will be entitled to the next available route following his/her unrestricted medical release up to one year after such injury.

If a bus driver is not able to return to work after a job-related injury within one year of such injury, his/her entitlement to any bus route is void.

13-8 Field Trips

The procedure for assigning field trips is vested with the District. Though due consideration will be given to driving experience with the District in the assigning of field trips, the needs of the District will be paramount.

13-9 Paid Holidays

The following days shall be observed as legal paid holidays:

- Labor Day (first Monday in September)
- Nevada Day (October 31)
- Veteran's Day (November 11)
- Thanksgiving Day (fourth Thursday in November)
- Day after Thanksgiving (fourth Friday in November)
- Christmas Day (December 25)

- Martin Luther King Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Memorial Day (last Monday in May)

ARTICLE XIV – PRIVATE VEHICLE TRAVEL FOR SCHOOL BUSINESS

- 14-1** District-owned vehicles shall be used whenever they are available.
- 14-2** In the event a contracted bus driver is directed by the Transportation Supervisor to use one's private vehicle for school business, that individual will be reimbursed at the rate adapted by the State and applied to all District employees for any mileage involved in conducting that school business.
- 14-3** If a private vehicle is used in lieu of an available District-owned vehicle, no reimbursement will be allowed.

ARTICLE XV – INSURANCE

- 15-1** The District agrees to offer group health, dental, optical, and life and accidental death and dismemberment (AD&D) insurances to all eligible contracted bus drivers whose daily bus runs average five or more hours per day, or if the combination of daily runs and field trips are an average of 25 hours per week for a total of at least 450 hours for the first semester in order to continue to be eligible for the second semester.
- 15-2** The District shall pay \$705 from August 1, 2021 through July 30, 2025 for the individual group health, accident, dental and optical insurance for all contracted bus drivers covered by this agreement commencing with the first day of the month following a satisfactory 90-day probationary period for contracted probationary bus drivers and commencing with the first day of the new contract year for continuing contracted bus drivers. The School Board, in its discretion, may implement no more than one premium holiday per calendar year provided that there is a fiscally prudent reserve of the previous six (6) month of claims maintained in the Self-Insurance Fund.
- No later than November of each year the Advisory Insurance committee created under Article 15-4 shall review and consider projected costs of the Plan, projected revenues for the Self-Insurance Fund and the Insurance Fund Balance to make a recommendation to the School Board. In the event the Advisory Insurance Committee does not make a recommendation, the School Board reserves its right to make changes to the Plan.
- 15-3** Dependents of bus drivers eligible for insurance benefits under the Agreement will be allowed to participate in this insurance program but shall bear the full premium cost for the coverage afforded under this insurance program. Group term life insurance will not be offered to dependents.
- 15-4** The Douglas County School Bus Drivers Chapter #6 shall have a representative on the District's Insurance Advisory Committee. This representative shall be appointed by the President of the Douglas School Bus Drivers, Chapter #6. The recommendations of this committee shall be presented annually to the School Board of Trustees.

ARTICLE XVI – LEAVES

16-1 Sick Leave

16-1-A A contracted school bus driver, who has successfully completed his/her probationary period, will be credited with sick leave time at the rate of one and one quarter (1-1/4) days for each month worked: provided that bus drivers contracted to work 176-182 days will be credited with earning sick leave over a and be credited with 12.5 sick leave days per year. However, one full day of sick leave will be deducted regardless of the number of hours a bus driver is scheduled to work on any particular day of his/her 176-182 day-contract should he/she have a need to use sick leave for all the hours on such day.

16-1-B Unused sick leave may be accumulated from one year to the next up to a total of 180 days.

16-1-C Sick leave may be taken in quarter, half, or full day increments. All the sick leave, which a bus driver has accumulated, may be used for his/her own illness or disability or medical/dental appointments, which cannot be scheduled outside the bus driver's assigned workday.

Any contracted Bus driver who takes sick leave must contact their immediate supervisor or acting supervisor when possible before the sick time is taken. Any bus driver who takes three (3) or more consecutive days without initially contacting his/her immediate supervisor or acting supervisor prior to taking the leave will be considered to have abandoned his/her position and will be subject to Article 16-17-A unless:

the reason for the absence is verified by a physician to have incapacitated the bus driver to the point notification was not possible.

or, the bus driver worked out a scheduled return date with his/her immediate supervisor or acting supervisor.

or, the bus driver had a bona fide, variable emergency or medical issue, which prevented the employee from calling prior to within the first three (3) days of absence.

16-1-D Sick leave may also be taken for the following reasons that affect the employee's ability to devote full attention to his/her job:

16-1-D-1 up to fifteen days in one year for unavoidable absence caused by a serious accident or critical illness of the employee's spouse, parent, sibling, grandparent, child, grandchild, and those similarly related by marriage; and

16-1-D-2 will be granted a leave of absence of not more than three (3) consecutive days for each occurrence to be deducted from sick leave in the event of bereavement. An additional 5 days may be deducted from sick leave for immediate family for each occurrence at the discretion

of the Superintendent. At the discretion of the District, verification may be required to confirm the need for the bereavement leave.

16-1-D-3 In the case of critical illness to a bus driver's parent, sibling, child, or spouse, all other leave as provided in this Agreement having been exhausted, the Director of Human Resources may grant five (5) additional unpaid leave days upon written request from the bus driver so affected.

16-1-E The District may require a physician's certificate or other documentation and may make any appropriate inquiry to verify an employee's claim for sick leave. Improper use of sick leave benefits will be considered abusive and is subject to severe disciplinary actions.

16-1-F Sick Leave Bank

16-1-F-1 The purpose of the Sick Leave Bank is to provide assistance to contracted bus drivers who are unable to perform the duties of their position due to long term, catastrophic illness or disabilities and who have exhausted their sick leave accumulation. Sick Leave Bank assistance is not to be used for normal pregnancy related conditions or disabilities. Sick Leave Bank assistance will not be granted for dependent or immediate family illness.

16-1-F-2 In order to be eligible, bus drivers who were contracted and who completed their probationary period in the previous year in the District and who are interested in participating in the Sick Leave Bank shall complete and submit a sick leave Bank Participation/Authorization form to the Executive Board of the Chapter 6, Bus Drivers Association (Association) with copies forwarded to Human Resources and Business Services.

1. Sick Leave Bank Participation/Authorization forms will only be accepted during the open enrollment period of September 1 through September 30.
2. Sick Leave Bank Participation/Authorization forms will be made available from the Association representative.
3. Although the District will not be involved in decisions regarding the Sick Leave Bank's operation, the Association agrees to keep written minutes of the Chapter 6, Bus Drivers Association, Executive Board's deliberations, such minutes to be sent to the Superintendent following each of those deliberations and/or meetings.

16-1-F-3 Bus Drivers participating shall donate and have deducted from their own sick leave account two (2) days from the first time the contracted bus driver is eligible for and chooses to participate in the Sick Leave Bank and (1) day in any year thereafter for the operation of the Sick Leave Bank.

16-1-F-4 Whenever the total number of days in the sick leave bank is less than 50, the Association will inform the bank membership that a special assessment of one additional sick leave day per member will be made to reimburse the bank. Such assessment, if needed, to be assessed but once in a year.

16-1-F-5 Bus Drivers participating in the Sick Leave Bank shall continue their participation from year to year unless they notify the Chapter 6, Bus Drivers Association, Executive Board in writing of their intent to withdraw.

1. A bus driver who withdraws from the Sick Leave Bank will not be reimbursed for the sick leave days already contributed.

16-1-F-6 Days not used during the school year will carry over to the next year.

16-1-F-7 Only Bus Drivers who have contributed to the Sick Leave Bank will be eligible to receive assistance from the Sick Leave Bank. Bus Drivers must exhaust all accumulated sick leave before they can become eligible to receive assistance from the bank. Only current sick leave bank members are eligible for this benefit.

16-1-F-8 Bus drivers who wish to apply for assistance from the Sick Leave Bank shall complete and submit a Sick Leave Bank Assistance Application to the Chapter 6, Bus Drivers Association Executive Board. Sick Leave Bank Assistance Applications will be available upon request from the Association representative.

1. The Bus Drivers Association Sick Leave Bank Board shall be Executive Board of the Chapter 6, Bus Drivers Association.
2. The Chapter 6, Bus Drivers Association Executive Board shall review the bus driver's application, sick leave account, and usage. The Executive Board has the right to accept or reject requests.
3. The Chapter 6, Bus Drivers Association Executive Board shall forward its decision to the District Human Resources and Business Services Offices. The decision of the Chapter 6, Bus Drivers Association Executive Board is final and is only subject to review through the internal structure of the Chapter 6, Bus Drivers Association.
4. An eligible bus driver approved for assistance from the Sick Leave Bank may be granted a maximum number of 30 days sick leave per year.

16-1-F-9 The term 'year' for purposes of this procedure shall be defined as the school year July 1-June 30.

16-1-F-10 The Chapter 6, Bus Drivers Association and its members shall hold the District harmless against any and all claims, demands, grievances, or other liability that arise out of or by reasons of actions taken by the Association in administering the Sick Leave Bank.

16-2 Personal Leave

Following completion of their probationary period, all bus drivers will be granted two (2) days of paid personal leave during their contract year. Bus drivers may accumulate up to a maximum of four (4) days of personal leave per year. Personal days may be used individually or together subject to the restrictions of this article.

Personal leave cannot be taken during the first five (5) days nor the last five (5) days of the school year for students, or on required meeting and training days, and only one (1) day will be granted on a day preceding or following any scheduled holiday, holiday weekend, or vacation recess. Exceptions to this restriction of personal leave use may be appealed to the Director of Human Resources in cases of bona fide emergency. Request to use personal leave, except in the case of emergency, must be submitted to the bus driver's immediate supervisor at least three (3) days in advance of such leave. Bus Drivers will be compensated at the end of the school year at their normal hourly pay rate for each unused personal day in excess of two (2) days available for accumulation.

16-2-A Sick Leave Non-Use Incentive

Bus Drivers who use no more than three (3) days of sick leave during their contract year will be awarded an additional personal day, subject to the restrictions of 16-2, for the following contract year. This additional day must be used during that following contract year. There will be no accrual for paid personal days granted under this Article.

The purpose of this Article is to reduce the use of sick leave by Bus Drivers.

16-3 Pay For Unused Sick Leave

16-3-A Upon retiring, the District will contribute \$30.00 per day for each day of unused sick leave, up to a maximum accumulation of 180 days, for any Bus driver who meets the following criteria:

1. has completed five (5) years of continuous service with the Douglas County School District;
2. has verified through the Public Employees' Retirement System of Nevada or the United States Social Security Administration the date that retirement benefits will begin.

16-3-B Upon resignation, the District will contribute \$30.00 per day for each day of unused sick leave, up to a maximum accumulation of 180 days, for any Bus driver who meets the following criteria:

1. has completed ten (10) years of continuous service with the Douglas County School District;
2. has a minimum of fifty (50) days accrued sick leave upon separation;

To qualify for payment of unused sick leave under Article 16-3-B, the Bus Driver must give notification of intent to resign at least three weeks before the effective date of resignation.

16-3-C A Bus Driver's beneficiary shall, if he/she dies while employed by the School District, receive payment for any accumulated sick leave payable under Article 16-3-A and Article 16-3-B.

16-3-D The Contribution will be applied as follows:

1. \$30.00 per day for each day of accumulated sick leave in a lump sum payment.

16-4 Jury Leave

- 16-4-A** A contracted bus driver who is required to report for jury duty shall be entitled to leave with pay for scheduled work hours lost as the result of such service.
- 16-4-B** A contracted bus driver who reports for such service and is excused there from shall immediately contact the Transportation Supervisor and report for work, if requested.
- 16-4-C** In order to be paid by the District for such leave, the bus driver must submit to the Chief Financial Officer written proof, executed by the administrator of the court, of having served, the duration of such service, and the amount of compensation received for such service.
- 16-4-D** Any court compensation received by the bus driver as a result of being called for jury duty must be remitted to the District.

16-5 Uncompensated Leave

16-5-A – Medical

- 16-5-A-1** Any contracted bus driver who has successfully completed his/her probationary period, who is temporarily disabled and unable to work due to a medical condition, and who has exhausted his/her accumulated sick leave, will, upon written request, be granted a leave of absence without pay for the period of his/her disability, provided such period shall not exceed six months.
- 16-5-A-2** The term medical condition as used in 16-5-A encompasses all temporary medical disabilities, excluding pregnancy related disabilities.
- 16-5-A-3** Health and accident insurance benefits ordinarily provided by the District and for which the bus driver is otherwise eligible, will be continued during the period of medical leave only if the bus driver elects to pay the full costs of such coverage. The cost of dependent coverage normally borne by the bus driver will also remain the sole responsibility of the bus driver. The bus driver should make arrangements with Business Services to pay for the costs of such coverage before the leave begins.
- 16-5-A-4** A bus driver who requires an unpaid medical leave of absence must notify Human Resources in writing of the need for such a leave as soon as the employee learns that he/she is, or will become, temporarily disabled and unable to work due to a medical condition. The notice must be accompanied with a form provided by the District with medical documentation from the attending physician that verifies the existence of the medical condition, the anticipated duration of the disability, and the dates the leave is expected to begin and end. The form must be signed by the attending physician.

In the event the medical condition or documentation is deemed not satisfactory by the District, the district may seek a second opinion as to the existence or severity of the medical condition or disability at the District's expense.

- 16-5-A-5** Before returning to work from a medical leave of absence, an employee must provide a physician's statement that indicates that he/she is fit to return to work and his/her ability to perform will not be limited in any way.
- 16-5-A-6** When determining whether an employee who is disabled within the meaning of the federal disability law is able to return to work, the physician should make an individualized assessment of whether the employee can, with or without reasonable accommodation, perform the essential functions required of a bus driver.
- 16-5-A-7** Although the District is unable to guarantee reinstatement to a bus driver's exact position at the end of his/her medical leave of absence, he/she will be returned to a comparable bus run. Such an employee will be credited with all service prior to the commencement of his/her disability but not for the period of his/her disability.
- 16-5-A-8** Requests for extensions of a medical leave of absence will be considered if they are received by Personnel Services in writing before the expiration of the approved leave. The request must be accompanied with a form provided by the District and medical documentation from the attending physician that verifies the continued existence of the medical condition for which the leave was requested per 16-5-A. Request for extension shall not cause the total period to exceed six (6) months. A Bus driver who fails to report for work immediately following the expiration of an approved leave is deemed not satisfactory by the District; the District may seek a second opinion as to the existence or severity of the medical condition or disability at the District's expense.

16-5-B - Long-Term Personal

- 16-5-B-1** The Board may grant an uncompensated leave of absence to any bus driver who has served a minimum of five (5) years of continuous service with the District.
- 16-5-B-2** The request must be made in writing and as much in advance of the requested leave as possible; it shall state the amount of time requested (not to exceed twelve [12] months) and the reason for the request. The Board will not consider a request that has not been approved by the Transportation Supervisor and the Superintendent.
- 16-5-B-3** Bus drivers who wish continuation of their group health benefits while on an unpaid personal leave of absence must make advance premium payments.
- 16-5-B-4** Upon return from an approved unpaid personal leave of absence, a bus driver will be returned to the same route he held prior to the commencement of his/her leave or to a route that is comparable.
- 16-5-B-5** If the purpose for which the leave was granted is subsequently violated by the bus driver, the leave will automatically be canceled and the bus driver's services terminated.

16-5-B-6 Any driver not able to return to his/her bus driving duties following expiration of a long-term leave forfeits any claim to District employment thereafter.

16-5-C - Incidental

Incidental unpaid leaves of absence limited in the aggregate to five (5) days per year may be granted given positive endorsement by the Transportation Supervisor and approval by the Director of Human Resources.

Additional unpaid leave may be requested in writing in case of bona fide emergency. Approval for this leave will be at the discretion of the Director of Human Resources, whose decision will be final and not subject to appeal.

16-6 Maternity Leaves

16-6-A - Pregnancy

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

Use of sick leave for recovery from childbirth is limited to six (6) weeks for normal delivery and eight (8) weeks for cesarean delivery unless a verifiable medical condition exists to justify additional use of sick leave. Verification is subject to a second opinion at the District's expense.

Sick leave is not to be used for child rearing.

16-6-B - Child Rearing

16-6-B-1 A bus driver shall be granted a child-rearing leave without pay not to exceed six (6) calendar months upon written application to the Board of Trustees submitted at least six weeks prior to the commencement of the requested leave.

16-6-B-2 Such leave may be requested at any time during the pregnancy or within four (4) months after the birth of the child.

16-6-B-3 No benefits shall apply or accrue to bus drivers while on child-rearing leave, except that they shall be credited with one (1) year of service for salary advancement if they have worked at least 140 days of their contract at the time such leave commenced. Upon return, the bus driver shall be credited with any accumulated unused sick leave.

16-6-C - Adoption

16-6-C-1 An employee shall be granted an adoption leave without pay not to exceed six (6) calendar months upon written application to the Board of Trustees submitted at least six (6) weeks prior to the commencement of the requested leave provided the request is made within three months after the day of the adoption.

16-6-C-2 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 had worked at least 140 days of his/her contract at the time the leave commenced. Upon return, the bus driver shall be credited with the unused sick leave accumulated at the time the leave of absence commenced.

16-7 Unauthorized Leave

16-7-A Any absence without authorization shall be grounds for disciplinary action. Any unauthorized absence of three (3) consecutive workdays shall constitute an abandonment of position and will be treated by the District as a resignation.

16-7-B Prior to noticing the employee of his/her separation under this section, the District will send a certified letter to the employee's last address of record advising him/her of the District's intent to terminate him/her unless he/she contacts the District within three (3) work days from the date the letter was mailed.

In the event the employee does contact the appropriate District administrator within the three days, the District may still proceed with disciplinary action; however, the action may be reviewed through the grievance procedure set forth in this Agreement.

16-8 Association Leave

16-8-A Beginning each school year, the Association shall be credited with ten (10) days aggregate leave to be used for Association business. Such leave is not accumulative.

16-8-B Association leave shall be requested by the Association president not less than three (3) work days prior to the commencement of such leave.

16-8-C The Association will be billed for the average daily rate of pay of the individual released for Association leave.

ARTICLE XVII – GENERAL SAVINGS CLAUSE

17-1 It is not the intent of either party hereto to violate any laws of the State of Nevada or of the United States. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contravention of any such laws, they will enter into immediate negotiation thereon at a time and date agreeable to both parties. The remainder of the agreement shall remain in full force and effect.

17-2 During the negotiations resulting in this Agreement, the District and the Association each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the areas of mandatory bargaining. This Agreement, therefore, contains the entire understanding, undertaking, and agreement between the District and the Association and finally determines all matters of collective bargaining for its term. Changes to this Agreement, whether by

addition, waiver, deletion, amendment, or modification, must be executed by both the District and the Association and reduced to writing.

- 17-3** This Agreement contains all benefits relating to bus drivers and no others are incorporated herein.

ARTICLE XVIII – TERM OF AGREEMENT

18-1 TERM OF AGREEMENT

This Agreement shall be effective, upon ratification by the Board of Trustees, from July 1, 2021 to July 31, 2025. This agreement will continue in full force and effect for an additional period of one (1) year unless either party gives written notice to the other in accordance with the provisions of NRS 288.180 of a desire to change, amend, or modify the Agreement.

- 18-2** In the event a successor agreement is not executed before the termination date of this agreement as stipulated in 18-1 above, the District will continue to honor any benefits a contracted bus driver may have accrued prior to the termination date of the agreement without enhancing those benefits until such time a successor agreement is ratified by both parties.

- 18-3** Renewal of this Agreement, with or without amendments, may be negotiated during the term of this Agreement, in accordance with the provisions of Chapter 288, Nevada Revised Statutes.

- 18-4** This agreement is not binding upon either party until ratified by both parties.

ARTICLE XIX – SAFETY

- 19-1** The District will continue to provide safe, healthy working conditions for Bus Drivers in accordance with applicable Nevada Revised Statutes. Bus Drivers with possible exposure to blood/body fluid borne pathogens that cannot be practically addressed through our preventative measures, as determined by the Executive Director of Human Resources and the Chief Health Nurse, in accordance with the District's Exposure Control Plan as prescribed by OSHA, will be given the option of receiving Hepatitis A and/or Hepatitis B vaccines at no cost to the employee.

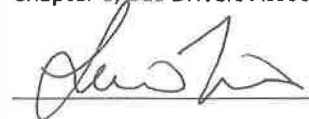
Upon discovery, Bus Drivers agree to report unsafe working conditions to their immediate supervisor as well as agree to comply with all applicable District safety regulations and procedures.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 13th day of September 2022.

Board of Trustees


Linda Gilkerson, President

Chapter 6, Bus Drivers Association

 12/13/2022
Louie Trio, President



Ross Chichester, Clerk