

**EDUCATIONAL PARAPROFESSIONALS  
NEGOTIATIONS AGREEMENT  
Douglas County School District 0001  
and  
Service Employees Local Number 226  
2009-2010**

By this Agreement, dated January 21, 2010 by and between the Board of Education of Douglas County School District 0001 (the School District), and Service Employees Local Number 226, affiliated with the AFL-CIO (the Union), the parties do hereby agree as follows:

**ARTICLE 1**

1. "Covered Employee(s)," as used herein, shall refer to those full-time educational paraprofessionals of the School District who met the conditions of, and who are described within Article 4, Section 1 of this Agreement; who are not described or otherwise excluded under Article 4, Section 2 of this Agreement; and who are represented in the negotiation of this Agreement by the Union.
2. "Union," as used herein, shall refer to Service Employees Local 226, affiliated with the AFL-CIO. Union was duly certified by the covered employees of the School District by official representative election held October 1, 1984, as the exclusive bargaining agent for the covered employees.
3. "Policies and Regulations," as used herein, shall refer to the *Policies and Regulations of the School District of Omaha* in effect at the date of the commencement of this Agreement as enacted by the Board of Education according to the laws of the State of Nebraska.

**ARTICLE 2**

Each and every provision of the *Policies and Regulations* incorporated by specific reference herein, and made a part of this Agreement, shall be binding upon both parties hereto, in their language as of the date hereof, throughout the term of this Agreement, notwithstanding that the School District may act to change *Policies and Regulations* after the effective date of this Agreement.

**ARTICLE 3**

The terms, conditions, and content of this Agreement shall be in effect for a period commencing August 1, 2009 and expiring July 31, 2010.

**ARTICLE 4**

1. If not also described in, or excluded under, Section 2 of this Article 4, the following educational paraprofessionals of the School District, once they have completed any probationary period applicable to them, are covered employees under this Agreement:

- a. All full-time hourly educational paraprofessionals who are employed on a regular basis with the hours of work to be not less than 30 hours each week during the calendar school year.
  - b. While for purposes of this contract those paraprofessionals who provide services in Head Start programs are generally “covered employees”. The district specifically reserves the right to apply federal requirements to the calendar, school day, lunch period, duty hours, salary or other federal requirements that are mandated for paraprofessionals pursuant to Head Start regulations.
2. The following educational paraprofessionals are not covered employees under this Agreement, whether or not they were first described in Section 1 of this Article 4:
    - a. Positions not included within the unit description in the representation election.
    - b. All daily, hourly, part-time or other positions not described in Section 1 of this Article 4.
  3. Employees who, subsequent to the execution of this Agreement, become educational paraprofessionals described in Section 1 of this Article 4 and who are not described in, or otherwise excluded under, Section 2 of this Article 4, shall become covered employees under this Agreement after the effective date of such hiring or placement and upon completion of any probationary period applicable to them. Employees who, subsequent to the execution of this Article 4, or who become employees described in, or otherwise excluded under, Section 2 of this Article 4, shall cease to be covered employees under this Agreement as of the date of such termination, reclassification or new placement.

## ARTICLE 5

1. All deductions required by law will be made from the salary or wages of each covered employee. These deductions are required by law and are nonnegotiable. Article 5.1 is included in this document for informational purposes only. At the present time, the following mandatory deductions are made:
  - Federal income tax withholding
  - State income tax withholding
  - Social Security tax withholding
  - Medicare tax withholding
  - Retirement plan contributions
2. Any employee may, upon direct authorization by such employee, accepted by the School District, request deductions for tax-sheltered annuities, health and life insurance, credit union, U.S. savings bonds, and United Way of the Midlands.
3. A single salary deduction, as agreed to by the School District, shall be made upon the authorization of any employee through an association or organization which is the recognized employment relations representative of such employee. The amount specified in the

authorization shall be withheld each pay period from the employee's wages and paid over to the labor organization to which the employee belongs. This deduction shall continue each pay period until the employee revokes his or her request in writing.

4. Written authorizations must be received by the first of the month to be deducted in the next regularly scheduled paycheck. Only one written authorization will be accepted per year.
5. In the event of a termination of employment, the School District shall deduct from the final paycheck of the covered employee a full month's Union dues for the final month of employment even though it be less than a full month of covered employment.
6. Authorization for deduction of dues shall not be revoked except as of September 1 and then only upon written notice thereof received not prior to June 30 and not later than August 1 of each year. Notwithstanding that a covered employee may terminate his/her membership in the Union prior to September 1, revocation of authorization shall be only as herein provided.
7. The School District shall not be held responsible to the Union for any failure to deduct the dues of any covered employee having submitted written authorization.

## **ARTICLE 6**

The hiring and employment of all employees shall be according to the procedures set forth in the *Policies and Regulations* and shall be without regard to race, color, religion, sex, sexual orientation, national origin, disability, age, marital status, citizenship status, or economic status, or participation or nonparticipation in any labor organization, as set forth in the *Policies and Regulations*, the laws of the State of Nebraska, and the laws of the United States.

The management of the School District has the right to hire, suspend, discharge for just cause, assign jobs, transfer employees, and increase or decrease the work force. Management will also determine school calendar, hours of school, hours of work and all other procedures necessary to provide for the education and well-being of students in the School District, except as otherwise specifically provided herein.

The procedures for filling educational paraprofessional job vacancies shall be as follows:

1. The School District shall publish notice of all full-time job vacancies and shall describe the qualifications required therefore.
2. Any employee may apply for such job vacancy by submitting a written application.
3. A vacancy does not exist when an educational program is moved from one location to another, however, should the paraprofessional opt not to move with the program then a vacancy is created. The procedure for filling education paraprofessional job vacancies will be followed as outlined in Article 6.
4. The personnel file of applicants will be reviewed and an interview may be requested by the

Department of Human Resources for the purposes of establishing individual qualifications for the job vacancy.

5. If no bids are received from qualified internal applicants, management shall retain the right to recruit qualified internal or external applicants. Preference shall be given to qualified internal applicants.
6. Within thirty (30) days of the publishing of the job vacancy, a communication shall be sent notifying applicants of the selection for the opening.

For a lateral move, there shall be a waiting period of six (6) months duty time in the current position for new full-time employees, and there shall be a waiting period of forty working days for all full-time employees with six (6) months experience or more before the employee is eligible to bid a vacancy; exceptions would be made for positions which would result in an increase in pay. There will be no new postings for paraprofessionals positions after April 30<sup>th</sup>. New postings will be effective for the following school year.

7. In the selection of persons by the School District for summer school employment, transfer, promotion, reduction of staff or preference in rehiring, consideration shall be on the basis of qualification for the position which shall include, but not be limited to, seniority status in the School District and experience in the type of work required by the position in question. Seniority shall be defined as the total length of continuous service in the School District (within the Educational Paraprofessional Division of Local 226) and shall be district wide and shall date from the effective date of full-time employment. A record of full-time employment or re-employment dates shall be provided to the Union prior to October 1 of each year. Any dispute of employment records shall be resolved by reference to official records of the Board of Education.
8. Any position requiring service for a "probationary period" shall be identified in this Agreement. For the purposes of this Agreement, "probationary period" shall mean:
  - a. New Employees: For employees new to the School District, new to the Educational Paraprofessional Division or persons who are being re-employed following a separation of full-time service from the School District greater than two years in duration, a probationary period of service not to exceed six (6) months may be required. The salary and probationary period of all probation grades shall be set at the discretion of the Assistant Superintendent for Human Resources.
  - b. The probationary period shall commence with the initial date of full-time employment or re-employment and shall extend for a period not to exceed six (6) months.
  - c. Covered Employees Accepting Promotions or Otherwise Changing Assignments: Those covered employees who have been employed on a full-time basis for a period exceeding two years and who are advancing to a higher salary grade and a new covered position involving greater responsibility shall not be required to serve a probationary period. Additionally, any change of classification shall result in a change of salary grade commensurate with the

newly assumed position with recognition given to longevity earned on the employee's former schedule. The pay adjustment shall become effective immediately upon the employee's assumption of the new position.

9. Full-time educational paraprofessionals will be notified regarding their employment status no later than August 1<sup>st</sup> of each school term. Effort will be made to maintain full-time employees in full-time status.
10. Any employee who resigns shall give the School District of Omaha advance notice of ten (10) working days.

## **ARTICLE 7**

### 1. Definition of Full-Time and Part-Time Employees

- a. Full-Time Employee: For the purpose of this Agreement a FULL-TIME employee shall be defined as a person who has been employed on a regular basis with the hours of work not to be less than 30 each week during the calendar school year.
- b. Part-Time Employee: A PART-TIME employee shall be defined as one employed for less than 30 hours per week on a regular basis or one who is employed for a specific period of time such as vacation periods or for a number of predetermined days (example - September 1 to November 15).

### 2. Definition of Duty Week and Duty Hours

- a. General: Covered employees shall have duty hours and a duty week as fixed by the Assistant Superintendent for Human Resources as the operation of each school, facility, or department may indicate. The salaries of covered employees shall be based upon a length of service for the school year for each schedule category.
- b. Emergency Closing: Emergency closing, due to weather conditions or other occasions, when the office operations of a school district building have been officially closed with the approval of the Superintendent of Schools, shall be included as paid days for salary purposes providing, however, that each covered employee has responded to all administrative directions concerning the employee's responsibility to report to work.

### 3. Lunch Period for Educational Paraprofessionals

Lunch period schedules for educational paraprofessionals shall be established in each operating unit so as to allow each covered employee an uninterrupted thirty (30) minutes per day to eat lunch. The principal shall ensure that a schedule is maintained and that the work area is secure and under staff supervision at all times during the duty day.

#### 4. Overtime Compensation

- a. Covered employees shall be compensated at the rate of time and one-half for any hour over forty (40) hours worked in any one week. Hours worked per week shall include paid holidays, bereavement leave, personal leave, vacation, professional leave, jury duty, election duty and paid sick leave shall be considered as hours worked for the computation of overtime.
- b. On those occasions when overtime assignments must be assigned, every effort shall be made to equalize the opportunity for all covered employees to receive such overtime assignments. Compensation shall be paid only for those overtime hours actually worked that are in addition to the regularly assigned workweek.

#### 5. Required Overtime for Emergency Duty

- a. Compensation for a minimum of two (2) hours at the appropriate pay scale shall be paid to any employee required by an emergency to report for duty at any time other than the regularly scheduled time.
- b. This provision applies only to calls for return to duty made by the Superintendent of Schools or his designee.

### ARTICLE 8

#### Holidays:

- a. All full-time, twelve-month covered employees (261 days) shall be entitled to the paid holidays as set forth in the *Policies and Regulations*, Section 2.11, in effect as of September 1, 1976. Those holidays are:

Labor Day, Thanksgiving Day, Thanksgiving Friday, the Day Before Christmas, Christmas Day, the Day Before New Year's Day, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, and Independence Day.

- b. All full-time, ten-month covered employees shall be entitled to the paid holidays for those days as set forth in the *Policies and Regulations*, Section 2.11., in effect as of September 1, 1985. Those holidays that may occur within the duty year of educational paraprofessionals are: Labor Day, Thanksgiving Day, Thanksgiving Friday, Martin Luther King Day, President's Day and Memorial Day.

### ARTICLE 9

Vacations: Covered full-time, twelve-month educational paraprofessionals (261 days) shall be entitled to vacations according to the following terms:

- a. All permanent twelve-month employees shall be entitled to an annual vacation of two weeks with pay during each of the first five years of continuous employment and three weeks with pay

for each year thereafter through the 16th year of employment.

- b. One additional day of vacation will be granted for each year of employment following the 16th, 17th, 18th and 19th year of service.
- c. After twenty (20) years of service an employee will be granted a total of four weeks vacation with pay.
- d. All covered full-time, twelve-month (261 days) employees who serve less than twelve (12) months in a given school year but more than six (6) months shall receive four (4) days for the first six (6) months and one (1) additional day for each month thereafter. In order for the first year of employment to count as one of the first five years of creditable service, the twelve-month (261 days) employee must be on duty the minimum number of days which qualify for a creditable year as defined in Section 5.03c of the *Policies and Regulations*. Vacation is granted based on creditable years of twelve (12) months, (261 days) of employment.
- e. Covered full-time employees (261 days) may apply for vacation at any time throughout the term of this Agreement, provided, however, that approval will depend on the overall needs of the School District at the time of the request.

## **ARTICLE 10**

- 1. Leaves of Absence: Employees shall be entitled to leaves of absence as set forth in the *Policies and Regulations*, Section 4.16 and 4.18. Personal Leave

Personal leave may be granted to a maximum of two days per year, one day per semester for first year employees.

Whenever possible, business transactions shall be scheduled after the employee duty hours. Personal leave may be granted in excess of two days, but when this is the case, loss of full pay will be required commencing with the third day of such leave.

PLEASE NOTE: Personal leave cannot be requested during the first five student contact days or the last ten contracted days or on days immediately preceding or following a district observed federal or school holiday and/or recess period except for the following reasons (Personal leave requested for these days for one or more reasons listed below must be done in writing on the appropriate form.):

- 1. Childhood diseases not requiring medical attention of a physician.
- 2. A leave will be granted for an employee's wedding or a wedding of the parents, children, grandchildren, or brothers/sisters of an employee. Wedding leave must begin no later than two working days following the actual wedding day.
- 3. For legal arrangements which are related to the settlement of the estate of a relative.

4. To comply with a court summons when it does not involve an instance where the employee has violated the law.
5. To take a special examination administered by a university for an advanced degree program.
6. To attend the funeral of a close friend.
7. For family emergencies, such as surgery or serious illness requiring medical treatment in a hospital, medical clinic, or medical doctor's office. This rule applies only to immediate relatives where the presence of the employee is necessary (or the illness is of a very serious nature). Immediate relative shall be interpreted to include the employee's spouse, parent, child, mother-in-law, father-in-law, brother, sister, son-in-law, daughter-in-law, grandparent, grandparent-in-law, grandchild, aunt, uncle, niece, nephew, or any other individual who is a permanent resident in the employee's home for whom the employee has a specific responsibility.
8. For serious illness of immediate family members. Immediate family will include employee's spouse, child, parent, grandparent, or an immediate relative who is a permanent resident in the employee's home.
9. When the illness/injury of the employee's child is of such severity as to require medical attention of a physician and the parent's presence is necessary. (On the leave request, please state child's age and illness.)
10. To be present at the time an employee's child is born and/or for the care of the employee's spouse upon release from the hospital.
11. Absence of an employee resulting from mandatory preinduction physical examination requested by the Selective Service System.
12. For legal proceedings requiring the attendance of a parent/legal guardian.
13. To attend the graduation, ordination, or similar ceremony of an immediate relative. Immediate relative shall be interpreted to include the employee's spouse, parent, child, mother-in-law, father-in-law, brother, sister, son-in-law, daughter-in-law, grandparent, grandparent-in-law, grandchild, aunt, uncle, niece, nephew, or any other individual who is a permanent resident in the employee's home or for whom the employee has specific responsibility. Travel consecutive with the event will be allowed within the two-day personal leave provision.
14. To close on a home which will be the primary residence of the employee, only if the closing cannot be scheduled outside normal duty hours.



2. Sick Leave:
  - a. Employees shall be entitled to sick leave as set forth in the *Policies and Regulations*, Section 4.17.
  - b. Payment for Accumulated Sick Leave: Beginning with employees retiring after September 1, 2006, an applicable dollar amount of the unused sick leave accumulated by a full-time covered employee who resigns or dies after 20 creditable years of service to the Omaha Public Schools, or who retires through normal, early or disability retirement under the Omaha School Employees' Retirement System, shall be paid or applied to provide supplemental retirement or post-retirement medical care benefits as follows:
    1. The applicable dollar amount of the employee's unused sick leave shall be calculated as follows: 50% of the employee's contracted daily rate at the time of retirement or resignation, termination due to reduction-in-force, or death multiplied by the number of unused sick days, not to exceed the maximum days accumulation as defined in Section 4.17.
    2. If the employee dies after 20 creditable years of service to the Omaha Public Schools, the applicable dollar amount of the employee's unused sick leave shall be paid to the employee's estate in a lump sum within 60 days of the employee's death.
    3. If the number of the employee's unused sick leave days at the time of the employee's resignation or retirement is less than 10, the applicable dollar amount of the employee's unused sick leave shall be paid in a lump sum to the employee within 60 days of such resignation or retirement.
    4. If the number of the employee's unused sick leave days at the time of the employee's resignation or retirement is 10 or more, the applicable dollar amount of the employee's unused sick leave shall be applied to provide supplemental retirement income benefits and/or post-retirement medical care benefits pursuant to the terms and conditions of the Omaha Public Schools Accumulated Sick Leave Conversion Plan. The employee shall not have any option to receive a cash payment of the applicable dollar amount of the unused sick leave or to have the unused sick leave applied to provide any form of benefit that is not provided under the Omaha Public Schools Accumulated Sick Leave Conversion Plan.

A full-time classified employee who is terminated from employment because of a reduction-in-force shall, regardless of the number of the employee's creditable years of service to the Omaha Public Schools, be paid the applicable dollar amount of the employee's unused sick leave in a lump sum within 60 days of such termination.

3. Military Leave: Employees shall be entitled to military leave as set forth in the *Policies and Regulations*, Section 4.18, and as provided for by the laws of the State of Nebraska and of the United States.
4. Funeral Leave: Employees shall be entitled to funeral leave as set forth in the *Policies and*

*Regulations*, Section 4.15a, and as may further be provided for under Section 1 of this Article.

Absence from work will be allowed so that the employee may have four consecutive workdays following the death of an immediate relative without loss of pay. Bereavement leave must begin no later than five days following death of the immediate relative. Employees who are required to travel a minimum of 200 miles one way to attend the funeral of an immediate relative will be granted an additional day of leave. This rule applies only to an immediate relative, interpreted to be as follows: an employee's spouse, parent, child, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchildren, nieces and nephews, aunt and uncle or any other individual who is a permanent resident in the employee's home.

5. Election/Jury Duty: Employees who are called for election duty are required to remit to the Douglas County School District 0001 any fees received for the hours the employee was excused from duty. If such fees are not remitted to the Assistant Superintendent for Human Resources, an identical amount will be deducted from the employee's salary. *Policies and Regulations*, Section 4.12b.

Employees who are called for jury duty are required to remit to the Douglas County School District 0001 any compensation (other than expenses) received for the hours the employee was excused from duty. If such compensation is not remitted to the Assistant Superintendent for Human Resources, an identical amount will be deducted from the employee's salary.

Jury service typically consists of reporting every day or every other day until actually selected and impaneled for a jury. Employees shall report to work during all periods that the employee is not actually required to serve in the capacity of a juror. *Policies and Regulations*, Section 4.12e.

6. Citizenship Rights: Employees shall be entitled to leave when filing for an elective public office as set forth in the *Policies and Regulations*, Section 10.07, in force as of September 1, 1976. Employees shall be required, thirty (30) days prior to their returning to the School District, to give notice of his or her intentions regarding continued employment by the School District.
7. Child Rearing Leave: Upon application to the Superintendent, a leave without pay shall be granted to one parent for reasons of adoption, biological childbirth, and/or the need to provide parental care for a child or children for an extended period of time subject to the following provisions:
  - a. Leave will be granted for the total school year if the request is made prior to the opening of the school year. Requests must be made at least 30 days prior to the time teachers report for duty.
  - b. Leave will be granted for the remainder of the school year if the request is made during the school year.

- c. Leave renewal will be considered under individual extenuating circumstances which relate to the health or physical condition of the child. A supporting statement from a physician may be required.
8. FMLA Leave: Covered employees shall be entitled to leave provided by the Family and Medical Leave Act of 1993 as described in *Policies and Regulations* Section 4.35.

## ARTICLE 11

Covered employees shall have the right to initiate grievances under the provisions set forth in Section 3.31 of the *Policies and Regulations* or the provisions as set forth in this Article which shall be in effect for the term of this Agreement.

1. If the employee has a grievance, it should first be discussed with the immediate superior (at the building level the immediate superior is the principal) in an effort to resolve the problem informally. The employee should initiate the grievance within seven days of the occurrence of the event giving rise to the grievance. The period may be extended to a period of six months in the event a personal emergency or hardship occurs.

If the employee is not satisfied, said person shall have the right to have union representation to provide assistance in further efforts to resolve the problem.

If within fourteen days after the submission of the grievance the grievance is not satisfactorily adjusted, the employee may proceed to step two.

2. If the problem is not resolved through the aforesaid procedures, then within 30 days of the incident, the aggrieved person must submit the grievance in writing to the principal or to the person in charge of the job assignment. The person to whom the grievance has been submitted shall have a reasonable period, not to exceed two weeks, to render a decision and the reasons therefore in writing to both the aggrieved person and to the Union, if the Union has become involved.
3. If the aggrieved person is not satisfied with the disposition of the grievance, then within seven days of the disposition of the grievance at step two, it should be appealed to the Superintendent of Schools. Within a reasonable period of time after receipt of the written appeal, the Superintendent or his representative shall meet with the aggrieved person. The Superintendent shall within 30 days of the hearing render his decision and the reasons thereof in writing to the aggrieved person with copies to the Union and to members of the Board of Education.
4. Any employee or group of employees may at any time appeal to the Board of Education a decision rendered by the Superintendent.

Employees or groups of employees desiring to address the Board of Education on any matter shall direct their communications to the Director of the Board of Education, not to individual members, except that copies of any communications may be sent to all members.

5. Complaints against any employee which arise from within the membership of the Board of Education or which come to the attention of the Board of Education, except through the Superintendent, shall be referred to the Superintendent for decision. In case either the employee or the complainant is not satisfied with the decision of the Superintendent, appeal may be taken by either party to a committee appointed by the President of the Board of Education, and final appeal may ultimately be taken to the Board of Education itself. No complaint shall be considered by the Board of Education in any other manner.
6. If the grievance involves an alleged seniority status of the employee in a matter of transfer, promotion, reduction in staff or preference in rehiring, the employee shall have the right, upon submitting the grievance, to request that an ad hoc committee be formed for the purpose of determination of the ability of the employee for the position concerned. Such ad hoc committee shall be composed of one member selected by the School District, one member selected by the Union and a third member selected by the two members appointed by the parties, and costs for the services of the third member so selected to be borne equally by the School District and the Union.

Such ad hoc committee shall promptly hear and review the evidence relating to the ability of the employee and shall thereafter render a report of its opinion on the subject and its recommendation for the settlement of the grievance. Such opinion and recommendation shall receive the good faith consideration of the parties as a method of settling the dispute but in no case shall be binding on the School District or the Union.

## ARTICLE 12

1. Employee Medical-Hospitalization-Major Medical Insurance:

Beginning the 2009-2010 school year, the School District shall pay the equivalent of 100% of the employee premium under an Employee Group \$350 deductible Preferred Provider Organization (PPO) Hospital-Surgical-Major Medical Insurance Plan and Blue Preferred Dental PPO Option Plan 2 with 80% A, B, and 50% C coverage.

Beginning the 2009-2010 school year, the School District shall pay the equivalent of 60% of the dependent premium under an Employee Group \$350 deductible Preferred Provider Organization (PPO) Hospital-Surgical-Major Medical Insurance Plan, approved by the Board of Education for all full-time employees who have been with the School District a minimum of four consecutive years immediately preceding September 1, 1975, and September 1 of succeeding years, for those who qualify after September 1, 1975. Years of service is as defined in Section 5.03, "Length of Year of Experience" of the *Policies and Regulations of the School District of Omaha*. Official leaves of absence shall not constitute a break in service for these purposes.

The plan shall be available the first of the month following 30 days of employment. Employees are eligible to purchase family dental coverage for their dependents under the Blue Preferred Dental PPO Option Plan 2 with 80% A, B, and 50% C coverage.

Present plans call for the School District to participate in the Educator's Health Alliance Blue Cross/Blue Shield Preferred Provider Organization (PPO) Health and Dental Care Program. However, in the interest of obtaining comparable or improved coverage at a lower cost, the Board of Education will study and analyze health and accident insurance programs from other qualified carriers.

For the duration of this contract, a Group Health Insurance Reopener Clause will exist. The Board of Education will not change the carrier unless current employee coverage can be maintained or improved for similar or less cost than that charged by the present insurer for the time period this Agreement is in force. If the bargaining unit ratifies a tentative agreement which specifies another health and accident insurance carrier, the Board of Education will be held harmless relative to whether the new health and accident insurance carrier maintains or improves employee coverage.

## 2. Group Term Life Insurance:

The School District shall provide group term life insurance for employees in the amount of \$25,000.

Those employees who retire after September 1, 1985, shall receive Basic Group Term Life Insurance coverage equal to that which was in force immediately prior to retirement. This coverage will be in effect until the retiree's 65th birth date.

Following completion of one month's continuous full-time employment, each new full-time employee shall be eligible to enroll for additional term life insurance with the employee paying the entire cost. No evidence of insurability will be required if enrollment is completed during this initial month of employment, or within 31 days of the date of eligibility. Insurance coverage will be effective the first of the month following date of enrollment. Premiums will be paid through payroll deduction.

The employee may choose an additional \$12,500, \$25,000, \$50,000, \$75,000, \$100,000 \$150,000, or \$200,000 of coverage.

For subsequent purchase of additional coverage, the full-time employee will be required to complete a health statement. The insurance company will review the health information and reserves the right to accept or reject the applicant. If the application is accepted by the insurance company, coverage will be effective on the first of the month following approval of the application for coverage.

The cost of the life insurance will be based upon the attained age of the applicant on the dates of application. Coverage will be continued on a year-to-year basis unless the individual elects to terminate coverage on any monthly premium due date. The cost in future years will be based upon the attained age of the individual on each September 1.

In the event of termination of employment of the employee, the employee may convert the voluntary term life insurance on the same basis as the basic group insurance plan.

3. Flexible Benefit Plan:

A full-time employee who elects to receive health and/or life insurance coverage which requires premiums to be paid by the employee shall pay any required premiums pursuant to a salary reduction agreement under the School District's Flexible Benefit Plan in order for such premiums to be excluded from the employee's income and social security tax base and accordingly, paid by the employee on a pre-tax basis. Employees subject to the foregoing requirement shall execute any documents or agreements required by the School District as Administrator of the Flexible Benefit Plan to effectuate the employee's election and agreement to pay his or her required premiums for group health and/or life insurance on a pre-tax basis under the Flexible Benefit Plan. Any employee who fails to file the required salary reduction agreement shall be deemed to have elected under the Flexible Benefit Plan to pay the required premiums for health and/or life insurance coverage of the employee and his or her dependents through a reduction in salary, and the School District shall be authorized to reduce and withhold the required premiums from the employee's salary as a pre-tax contribution to the Flexible Benefit Plan.

4. Long-term Disability Program:

The School District shall provide long-term disability benefits for employees incurring long illness. The benefit begins on the 91st calendar day following the date of disability. The program includes all full-time employees with 30 days of employment.

For those employees who become disabled after September 1, 1978, the amount of Social Security benefits to be coordinated with the Monthly Indemnity Benefit provided under the Long-term Disability Plan shall be based upon the Social Security benefit in effect on the date of the initial disability award.

Any subsequent changes in the Social Security Law which result in an increase in Social Security benefits shall not be used to reduce the amount of Monthly Indemnity Benefit under the Long-term Disability Plan.

Any change in dependent status after the date of the initial disability award will be considered in the computation of Social Security benefits payable, and the Monthly Indemnity Benefit payable under the Long-term Disability Plan will be adjusted accordingly.

**ARTICLE 13**

Long-Service Increment:

1. Each covered employee after ten (10) creditable years of full-time service in the School District will receive a longevity provision equal to 2 1/2 percent of the final step of the employee's designated salary schedule.
2. A longevity provision of an equal amount will be added at the completion of fifteen (15)

creditable years of full-time service.

3. A longevity provision of an equal amount will be added at the completion of twenty (20) creditable years of full-time service.
4. A longevity provision of an equal amount will be added at the completion of twenty-five (25) creditable years of full-time service.
5. A longevity provision of an equal amount will be added at the completion of thirty (30) creditable years of full-time service.
6. For all employees a creditable year is as defined in Section 5.03 of the *Policies and Regulations of the School District of Omaha* in force as of September 4, 1974.

#### **ARTICLE 14**

Absence from Duty, Union Activities:

1. An allotment of 10 work days per fiscal year without loss of pay shall be available to designated members of the Union for the purpose of attending conferences or conventions which are related to activities of mutual benefit for the School District and those members of the Union who are employed by the School District. This allocation may be extended by transfer of appropriated days from other agreements between the Board of Education and Service Employees Local Number 226.

Members designated by the President of the Union shall apply for absence from duty through the regular channels established for such absence.

The request listing members, dates of absence and meetings to be attended shall be submitted to the Superintendent's Office as soon as possible after September 1.

This allotment shall not be cumulative from year-to-year.

2. Upon written request from the employee, the District will grant a special leave of absence without pay to employees who accept a full-time job or an elected position with the local or international union. Such leave of absence shall be for a period of one (1) year and will be renewed upon application to the School District by the employee not less than thirty (30) days before expiration of the leave.

While on leave, the employee shall not receive credit toward advancement on the salary schedule nor shall such time count as a year of service toward retirement or any other benefit program paid in part or in whole by the District. Employees shall be required, thirty (30) days prior to their returning to the School District, to give notice of his or her intentions regarding continued employment by the School District.

Upon return from a leave of absence, assignment shall be made to the same or similar position which the employee previously occupied. The employee will not be guaranteed his/her former position. The rate of pay shall be at the prevailing level for the step, if applicable, upon which the person would have been placed during the period of the leave.

#### **ARTICLE 15**

Covered employees shall be included under any pension plan established by the School District for the benefit of the School District personnel, and the School District further agrees that it shall make all reasonable efforts to inform the employees of all benefits to which they may be entitled under such program.

#### **ARTICLE 16**

Safety Committee: The bargaining unit shall have one representative on the districtwide staff safety committee.

#### **ARTICLE 17**

Notwithstanding the specific reference herein to certain sections and provisions of the *Policies and Regulations of the School District of Omaha*, all said *Policies and Regulations* shall be and remain in full force and effect during the term of this Agreement and binding upon all educational paraprofessional employees except as otherwise specifically provided herein.

The titles and subheadings appearing in this Agreement are not a part thereof and neither the subheadings nor the sequence of the paragraphs may be used in its interpretation.

#### **ARTICLE 18**

Full time Paraprofessional employees shall be awarded \$25.00 for perfect attendance for pay periods 8/1 ending 10/31, 11/1 ending 1/31, 2/1 ending 3/31, and 4/1 ending 6/30. In addition, a \$25.00 bonus shall be awarded to covered employees who have perfect attendance for the entire semester. First semester will be payable in February and second semester will be payable in July.

A perfect work attendance record can be achieved by showing no absence from expected duty time. Employees on bereavement leave, leaves of absence for jury duty, union activities, or other official School District business will not be counted as absent from duty.

#### **ARTICLE 19**

The official personnel records of employees are maintained in the Human Resources Office. These records contain seniority, assignment, date of hiring, performance ratings, and other personal information. Salary schedule placement on any of the following schedules does not necessarily correspond to seniority status in the School District. The probationary salary is the initial or lowest dollar amount on each of the salary schedules.



## ARTICLE 20

### 1. New Hire Orientation

a. Time (10 minutes) will be provided for Local 226 designee, on the agenda of the general orientation programs for new hires. The District will provide Local 226 a schedule for new hire orientations at the beginning of the contract year. Local 226 will contact the school district for new hire information prior to the scheduled orientation sessions.

b. Salary schedule salaries to be in effect throughout the term of this Agreement shall be salary schedules 60 I, J, K, L, M; 61 I, J, K, L, M, N, O, P, Q, R; and 63 I, J, K, L, M as amended and in force as of August 1, 2006.

**EDUCATIONAL PARAPROFESSIONALS SALARY SCHEDULES**

**2009-2010**

Probation                      Frozen--no increase  
 Step 01                        Increase @ \$0.39  
 Step 02                        Increase @ \$0.35

Long Service Increment @ 2.50% of Step 02

<b>60I Educational Paraprofessional (179 Days – 6 Hours)</b>			
	<b>Hourly</b>	<b>Monthly</b>	<b>Annually</b>
Probationary	\$ 9.94	\$ 889.63	\$10,675.56
Step 01	\$11.56	\$1,034.62	\$12,415.44
Step 02	\$12.35	\$1,105.33	\$13,263.90
Long Service Increment \$331.60			

<b>60J Educational Paraprofessional (179 Days – 6.5 Hours)</b>			
	<b>Hourly</b>	<b>Monthly</b>	<b>Annually</b>
Probationary	\$ 9.94	\$ 963.77	\$11,565.19
Step 01	\$11.56	\$1,120.84	\$13,450.06
Step 02	\$12.35	\$1,197.44	\$14,369.23
Long Service Increment \$359.23			

<b>60K Educational Paraprofessional (179 Days – 7 Hours)</b>			
	<b>Hourly</b>	<b>Monthly</b>	<b>Annually</b>
Probationary	\$ 9.94	\$1,037.90	\$12,454.82
Step 01	\$11.56	\$1,207.06	\$14,484.68
Step 02	\$12.35	\$1,289.55	\$15,474.55
Long Service Increment \$386.86			

<b>60L Educational Paraprofessional (179 Days – 7.5 Hours)</b>			
	<b>Hourly</b>	<b>Monthly</b>	<b>Annually</b>
Probationary	\$ 9.94	\$1,112.04	\$13,344.45
Step 01	\$11.56	\$1,293.28	\$15,519.30
Step 02	\$12.35	\$1,381.66	\$16,579.88
Long Service Increment \$414.50			

<b>60M Educational Paraprofessional (179 Days – 8 Hours)</b>			
	<b>Hourly</b>	<b>Monthly</b>	<b>Annually</b>
Probationary	\$ 9.94	\$1,186.17	\$14,234.08
Step 01	\$11.56	\$1,379.49	\$16,553.92
Step 02	\$12.35	\$1,473.77	\$17,685.20
Long Service Increment \$442.13			

<b>61I Special Educational Paraprofessional I (179 Days – 6 Hours)</b>			
	<b>Hourly</b>	<b>Monthly</b>	<b>Annually</b>
Probationary	\$10.49	\$ 938.86	\$11,266.26
Step 01	\$12.12	\$1,084.74	\$13,016.88
Step 02	\$12.90	\$1,154.55	\$13,854.60
Long Service Increment \$346.37			

<b>61J Special Educational Paraprofessional I (179 Days – 6.5 Hours)</b>			
	<b>Hourly</b>	<b>Monthly</b>	<b>Annually</b>
Probationary	\$10.49	\$1,017.09	\$12,205.12
Step 01	\$12.12	\$1,175.14	\$14,101.62
Step 02	\$12.90	\$1,250.76	\$15,009.15
Long Service Increment \$375.23			

<b>61K Special Educational Paraprofessional I (179 Days – 7 Hours)</b>			
	<b>Hourly</b>	<b>Monthly</b>	<b>Annually</b>
Probationary	\$10.49	\$1,095.33	\$13,143.97
Step 01	\$12.12	\$1,265.53	\$15,186.36
Step 02	\$12.90	\$1,346.98	\$16,163.70
Long Service Increment \$404.09			

<b>61L Special Educational Paraprofessional I (179 Days – 7.5 Hours)</b>			
	<b>Hourly</b>	<b>Monthly</b>	<b>Annually</b>
Probationary	\$10.49	\$1,173.57	\$14,082.83
Step 01	\$12.12	\$1,355.93	\$16,271.10
Step 02	\$12.90	\$1,443.19	\$17,318.25
Long Service Increment \$432.96			

<b>61M Special Educational Paraprofessional I (179 Days – 8 Hours)</b>			
	<b>Hourly</b>	<b>Monthly</b>	<b>Annually</b>
Probationary	\$10.49	\$1,251.81	\$15,021.68
Step 01	\$12.12	\$1,446.32	\$17,355.84
Step 02	\$12.90	\$1,539.40	\$18,472.80
Long Service Increment \$461.82			

<b>61N Special Educational Paraprofessional II (179 Days – 6 Hours)</b>			
	<b>Hourly</b>	<b>Monthly</b>	<b>Annually</b>
Probationary	\$11.11	\$994.35	\$11,932.14
Step 01	\$12.76	\$1,142.02	\$13,704.24
Step 02	\$13.53	\$1,210.94	\$14,531.22
Long Service Increment \$363.28			

<b>61O Special Educational Paraprofessional II (179 Days – 6.5 Hours)</b>			
	<b>Hourly</b>	<b>Monthly</b>	<b>Annually</b>
Probationary	\$11.11	\$1,077.21	\$12,926.49
Step 01	\$12.76	\$1,237.19	\$14,846.26
Step 02	\$13.53	\$1,311.85	\$15,742.16
Long Service Increment \$393.55			

<b>61P Special Educational Paraprofessional II (179 Days – 7 Hours)</b>			
	<b>Hourly</b>	<b>Monthly</b>	<b>Annually</b>
Probationary	\$11.11	\$1,160.07	\$13,920.83
Step 01	\$12.76	\$1,332.36	\$15,988.28
Step 02	\$13.53	\$1,412.76	\$16,953.09
Long Service Increment \$423.83			

<b>61Q Special Educational Paraprofessional II (179 Days – 7.5 Hours)</b>			
	<b>Hourly</b>	<b>Monthly</b>	<b>Annually</b>
Probationary	\$11.11	\$1,242.93	\$14,915.18
Step 01	\$12.76	\$1,427.53	\$17,130.30
Step 02	\$13.53	\$1,513.67	\$18,164.03
Long Service Increment \$454.10			

<b>61R Special Educational Paraprofessional II (179 Days – 8 Hours)</b>			
	<b>Hourly</b>	<b>Monthly</b>	<b>Annually</b>
Probationary	\$11.11	\$1,325.79	\$15,909.52
Step 01	\$12.76	\$1,522.69	\$18,272.32
Step 02	\$13.53	\$1,614.58	\$19,374.96
Long Service Increment \$484.37			

<b>63I Educational Paraprofessional (260 Days – 6 Hours)</b>			
	<b>Hourly</b>	<b>Monthly</b>	<b>Annually</b>
Probationary	\$ 9.94	\$1,292.20	\$15,506.40
Step 01	\$11.56	\$1,502.80	\$18,033.60
Step 02	\$12.35	\$1,605.50	\$19,266.00
Long Service Increment \$481.65			

<b>63J Educational Paraprofessional (260 Days – 6.5 Hours)</b>			
	<b>Hourly</b>	<b>Monthly</b>	<b>Annually</b>
Probationary	\$ 9.94	\$1,399.88	\$16,798.60
Step 01	\$11.56	\$1,628.03	\$19,536.40
Step 02	\$12.35	\$1,739.29	\$20,871.50
Long Service Increment \$521.79			

<b>63K Educational Paraprofessional (260 Days – 7 Hours)</b>			
	<b>Hourly</b>	<b>Monthly</b>	<b>Annually</b>
Probationary	\$ 9.94	\$1,507.57	\$18,090.80
Step 01	\$11.56	\$1,753.27	\$21,039.20
Step 02	\$12.35	\$1,873.08	\$22,477.00
Long Service Increment \$561.93			

<b>63L Educational Paraprofessional (260 Days – 7.5 Hours)</b>			
	<b>Hourly</b>	<b>Monthly</b>	<b>Annually</b>
Probationary	\$ 9.94	\$1,615.25	\$19,383.00
Step 01	\$11.56	\$1,878.50	\$22,542.00
Step 02	\$12.35	\$2,006.88	\$24,082.50
Long Service Increment \$602.06			

<b>63M Educational Paraprofessional (260 Days – 8 Hours)</b>			
	<b>Hourly</b>	<b>Monthly</b>	<b>Annually</b>
Probationary	\$ 9.94	\$1,722.93	\$20,675.20
Step 01	\$11.56	\$2,003.73	\$24,044.80
Step 02	\$12.35	\$2,140.67	\$25,688.00
Long Service Increment \$642.20			

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Germaine W. Huber, Chairperson  
 Negotiation Team  
 Board of Education  
 Douglas County School District 0001

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Suzanne Anderson, President  
 Service Employees Local No. 226

January 21, 2010

January 21, 2010