

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into by and between the Service Employees International Union (A.F.L.-C.I.O.) Local 226, hereinafter referred to as the "Union", and the School District Number 17, Douglas County Nebraska, also known as the Millard School District, hereinafter referred to as the "District".

ARTICLE I Recognition

The District recognizes the Union as the sole and exclusive bargaining agent for all permanent full-time and part-time employees employed as custodians, grounds maintenance personnel, maintenance personnel, and bus drivers, excluding supervisors, any warehouse clerks, van drivers, and any substitute and/or summer seasonal employees.

ARTICLE II Management

Section 1. The management and direction of the District are invested exclusively in the District, including but not limited to:

- (1) direction of the work force;
- (2) the right to set standards for work and conduct applicable to employees;
- (3) the right to hire, suspend, discharge, assign jobs;
- (4) the right to transfer employees within the District;
- (5) the right to increase and decrease the work force;
- (6) the right to contract out all or portions of the work previously done by this employee group, subject only to the limitation that if the contracting out provided in this subparagraph results in the layoff of an employee(s) or the reduction in scheduled hours of a full time employee(s), the District shall negotiate the effects on the impacted employee(s). Nothing in this subparagraph shall require any negotiations for an employee(s) terminated for just cause;
- (7) the right to add new work to this employee group;
- (8) the right to determine school calendar, hours of school;
- (9) the right to determine hours of work;
- (10) the right to set all other procedures necessary or desirable to provide for the education of the students of the District; and
- (11) the District specifically reserves all other rights and prerogatives not specifically abridged or delegated by this Agreement.

Section 2. The District agrees that there shall be no discrimination against applicants or employees because of race, color, religion, national origin, gender, marital status, disability, age, membership in or non-membership in any labor organization, or any other reason prohibited under Federal, State, or Local law.

ARTICLE III Definitions

- “Partial-week” shall mean regularly scheduled work of less than 40 hours/week.
“Partial-year” shall mean regularly scheduled work of less than 12 months/year.
“Part-time” shall mean regularly scheduled work that is either partial-year or partial-week or both.
“Full-week” shall mean regularly scheduled work of at least 40 hours/week.
“Full-year” shall mean regularly scheduled work for 12 months/year.
“Full-time” shall mean regularly scheduled work of at least 40/hours/week for 12 months/year.

ARTICLE IV
Holidays

Full-time employees are eligible for 10 (ten) paid holidays and part-time employees are eligible for 7 (seven) paid holidays according to the following schedule:

Full-time Employees

Labor Day
Thanksgiving Day
Friday Following Thanksgiving
December 24
December 25
December 31
January 1
Spring Break (one day designated by Supt.)
Memorial Day
Fourth of July

Part-time Employees

Labor Day
Thanksgiving Day
Friday Following Thanksgiving
December 24
December 25

January 1
Memorial Day

Employees must work 20 (twenty) days prior to being eligible for holiday pay. The holiday schedule shall be amended for summer ten month employees to ensure that seven paid holidays are provided.

When any of the above holidays falls on the employee's regular work day and such employee does not work on that day, he or she shall receive compensation based upon straight time pay equal to the hours scheduled to be worked by the employee had the day not been a holiday; provided however, that in order to be entitled to such holiday pay an employee must have worked his or her normally scheduled hours on both his or her regularly scheduled work days immediately preceding the holiday and on his or her regularly scheduled work day immediately following the holiday, unless he or she has been excused by the District for reason of illness or some other good cause.

ARTICLE V
Vacation

Full-time employees shall earn vacation with pay in accordance with the following schedule:

1. During the first four years of employment: 3.33 hours bi-weekly to a maximum of 80 hours per year.
2. During the fifth through fourteenth years of employment: 5 hours bi-weekly to a maximum of 120 hours per year.
3. During the fifteenth and subsequent years of employment: 6.67 hours bi-weekly to a maximum or 160 hours per year.

Usage of paid vacation is subject to supervisory approval and must normally be used in full-day increments unless otherwise specifically approved by the employee's supervisor. In an emergency, vacation may be used in full-hour increments.

Employees must give a minimum of five (5) business days notice of any requested vacation unless less notice is approved by a supervisor in an emergency situation. Employees are encouraged to give as much notice as possible for requested vacation to assist in scheduling. Employees may give a maximum of three (3) months notice of any requested vacation. The District shall respond to vacation requests within ten (10) working days of receipt.

Paid vacation is accrued each monthly pay period beginning with an employee's first full monthly pay period following his or her anniversary date. After 90 consecutive calendar days of absence due to illness or injury, the employee will no longer accrue additional vacation time.

The maximum amount of paid vacation which may be accrued is equal to the number of days earned in the previous 12 monthly pay periods. If an employee reaches the maximum amount of paid vacation, that employee will no longer accrue vacation until the employee is again below the maximum.

On leaving the employment of the District, employees shall be paid for any unused earned vacation.

ARTICLE VI Paid Leave

Paid leave shall only be used for qualifying sick leave, qualifying death leave, or qualifying business and emergency leave. Qualifying sick leave shall be used only for personal illness, illness of a member of the employee's immediate family, or for leave as provided under the Family Medical Leave Act. The rules for use of leave are established by the District.

Management may require substantiation of the reason for requested paid leave including, but not limited to, doctor's certification verifying illness. Misuse of paid leave by an employee, including being untruthful about the reason for the leave or using leave for other than its designated purpose shall result in the following penalties:

1. First offense: a minimum penalty of a reprimand and a suspension of five (5) days without pay with a maximum penalty of termination of employment.
2. Second offense: the employee shall be terminated from employment.

Each employee shall earn paid leave per month (equal to the average daily hours scheduled per day in a five day work week) for each full month of completed service, and shall be allowed to accumulate such leave to a maximum of 736 hours. Paid leave will be credited at the end of each pay period up to a maximum of 24 pay periods per year (for each full month of service the employee works during the school year).

As of July 10th of each year, any employee with unused leave in excess of 600 hours shall be reimbursed for such excess leave and the leave accumulation shall be reduced to 600 hours which shall be carried forward into the following year. The rate of reimbursement for said excess leave shall be \$16.00 per hour. This payment for unused leave shall be included in the August payroll. The procedures for payment shall be established by the District.

Each employee retiring after 20 years of service in the District and who is at least 55 years of age shall receive reimbursement for each hour of unused accumulated paid leave at retirement. The rate of said reimbursement shall be \$16.00 per hour. The policies, procedures, implementation and all decisions related thereto shall be the sole responsibility of the District.

ARTICLE VII Hours of Work

Section 1. The District will provide regular full-time employees with forty (40) hours of work per week.

Section 2. This District shall schedule hours of work at its sole discretion, including but not limited to required extra or overtime hours. All hours worked in excess of forty (40) hours in an employee's regular work week, except as hereinafter provided, shall be paid for at the rate of time and one half the regular rate, but premium pay shall not be pyramided. Hours worked per week shall include paid holidays, and approved paid vacation. In the event that the District makes a permanent change in an employee's work hours or days of work, the employee shall be provided notice of the changed hours or days at least thirty (30) calendar days prior to the change.

Section 3. Work shall be arranged such that, where possible, employee's scheduled workdays shall be on consecutive days.

Section 4. A lunch period without pay of one-half (0.5) hour to each employee will be given and the employee shall be free to leave the premises during such period. Eligible employees are those working five or more hours per day.

Section 5. Each employee will receive one (1) fifteen (15) minute break per four (4) hours worked as scheduled by the employee's direct supervisor. Breaks may not be taken within one (1) hour of the beginning or end of the shift. Paid break times, when applicable, may not be used to extend the employee's lunch period.

Section 6. All lunch periods will be unpaid, provided that any scheduled shift that begins between the hours of 2:30 p.m. through 4:00 a.m. shall receive a \$0.29 per hour shift differential payment in addition to their regular wage.

ARTICLE VIII

Insurance

Full-time Employees: For each eligible full-time employee the District shall pay the premium for health, dental, and life coverage in the same manner as provided to other employees. The District shall also pay the full premium for long-term disability coverage.

Part-time Employees: Each eligible part-time employee employed at least 20 hours per week shall be eligible to participate in the Health, Dental and Life Plans provided by the District subject to the same conditions and in the same manner as provided to other employees (other than different contribution levels specifically provided for part-time food service and paraprofessional employees).

Cash Option: Full-time employees who have been continuously employed full-time by the district during the 96-97 and subsequent school years (prior to July 31, 1997) may exercise a cash option in lieu of single or family health and dental insurance in accordance with the cash option plan adopted by the District subject to the same conditions and limitations as other employees. Full-time employees who have not been continuously employed full-time by the district during the 96-97 school year (prior July 31, 1997) will not be eligible to participate in the cash option plan.

ARTICLE IX

Seniority

The District recognizes the principle of seniority in connection with promotion, transfer, reorganization, reduction in force, reclassification of job description, layoff, or reemployment after layoff to the extent that where, in the judgment of the Administration, the qualification of the employees involved performing the work are substantially the same, the employee having the longer term of continuous service shall be given the preference as hereinafter provided in Article X, Section 3. Seniority shall be defined as the total length of continuous full-time service with the School District of Millard within the bargaining unit covered by this Agreement and shall date from the effective date of full-time employment within the bargaining unit covered by this Agreement. This District shall provide a seniority list to the Union on or before September 1 of each year.

ARTICLE X

Probation, Discharge, Demotion, Job Posting, and Reduction-in-Force

Section 1. **Probation:** Each beginning employee who is new to the District shall have a probationary period of one hundred and eighty (180) calendar days. Each beginning employee who is changing jobs within the positions covered by this agreement shall have a probationary period of one hundred and twenty (120) calendar days.

Section 2. **Discharge and Demotion:** No full-time employee covered by this agreement, who has successfully completed the probationary period, shall be demoted or discharged except for just cause. If at the end of the probationary period the District continues his or her employment, the full-time employee shall have all rights and privileges of a full-time employee covered by this agreement.

Section 3. **Job Posting:** In the event a job opening occurs by reason of retirement, transfer, death, discharge, resignation or creation of a new position, all employees will be notified of the opening by posting on a bulletin board, electronic mail, or electronic posting. In the event that electronic means are the sole method of posting jobs, the District shall maintain at least one computer at the support services building (or successor location). Any employee may then apply for that opening by notifying the District's Human Resources Office in writing. The assignment of a Department Head is exempt from Job Posting.

Job descriptions shall be provided to the Union upon request. When considering application for any position, an employee may request a copy of the relevant job description from the District or from the Union.

In the selection of an applicant by the School District to fill a job opening, consideration shall be on the basis of the most qualified applicant for the position which shall include, but not be limited to: training and experience in the type of work required by the position. The administration will review the qualifications of each applicant and determine who is the most qualified. In the event the administration determines the qualifications of the applicants to be substantially the same, the applicant having the greater seniority shall be selected to fill the position.

No full-time employee will be considered for a job opening in the same job description within a wage group who has not served at least one hundred and eighty (180) calendar days in the present job unless the new opening is for a shift change (night to days or days to nights). Any full-time employee who changes job assignments shall be granted a period of two (2) weeks from the first day of his or her performance of the new job assignment to return to his or her former assignment if he or she so desires.

Section 4. Promotion: When a full-time employee moves to a different full-time job description, the employee will be given ninety (90) calendar days from the first day of his or her performance of the new job assignment to demonstrate the ability to successfully perform the job responsibilities. An employee who does not demonstrate the ability to successfully perform the job responsibilities will be reassigned to the first available position for which he or she is qualified.

Section 5. Reduction-in-force or Redeployment of Workforce: In the event of reorganization, reclassification of job description, or for any other reason where the District may eliminate a position, the District may choose to engage in: (a) a reduction in force / layoff; or (b) a redeployment of the work force.

(a) In the event the District chooses to engage in a reduction of force or a layoff, the least senior person(s) within that job classification shall be the person laid-off. Any full-time employee whose position or job has been eliminated, or who has been replaced by a person with more seniority because of reorganization, reclassification of job description, reduction in force, or layoff shall, if qualified, be permitted to move into the existing position and replace another employee in the same or lower wage group who has less seniority, provided:

(i) the less senior employee is within the same position; or

(ii) the less senior employee is in a position that the more senior employee previously held at the District and the more senior employee meets the minimum qualifications and licensure required for the position.

Any employee who has been laid off shall be placed on a recall list in order of length of service for a period of twelve (12) months following his or her last day of work. When vacancies occur, after internal job changes, individuals on the recall list shall be given first priority for reemployment to any position for which he or she held previously. Notification of the vacancy shall be made in writing to the last known address of the persons involved with a copy to the Union. In lieu of a right of recall, an affected employee may choose to accept two weeks of severance pay.

(b) In the event that the District is reducing the total number of employees through attrition and a redeployment of the workforce, the District may redeploy the workforce among building locations through a reassignment of position(s) without posting or bidding of positions. The Union's designated representative shall be notified at least 30 calendar days in advance of any redeployment of the workforce under this paragraph. No redeployment under this paragraph shall result in a promotion in pay grade for any employee, unless approved by the Union. In the event of a redeployment of the workforce under this paragraph and person being moved from a building shall be selected in the following manner:

(i) Volunteers shall be requested, and if only one person within the affected group volunteers, that person shall be transferred to the new location;

(ii) If more than one person volunteers, the volunteer within the affected group of volunteers at that building with the most seniority shall be transferred to the new location;

(iii) If no person volunteers, the person within the affected group at that building with the least seniority shall be transferred to the new location. In the event of an involuntary transfer under this paragraph, the 180 day limitation of Article X, Section 3 shall not apply to the transferred person.

ARTICLE XI

Grievances

Any Complaint alleging Discrimination or Harassment shall be pursuant to Board Rule 4001.2 as it existed on July 10, 2018. Any amendments to Board Rule 4001.2 which occurs after July 10, 2018 will be submitted to the Union for approval prior to implementation for employees covered by this Agreement.

Any other grievance, complaint, disagreement or difference of opinion between the District, the Union or the employees covered by the Agreement concerning application of the terms of this Agreement will be processed using the following grievance procedure:

- (A) Any Employee or the Union may present a Grievance. Any Grievance which is not presented within fifteen (15) days following the event giving rise to such a Grievance shall be forfeited and waived by the aggrieved party.
- (B) The grievant shall first take up the Grievance by presenting it in writing to their immediate supervisor or designee. If the Grievance is not satisfactorily adjusted with five (5) days from the meeting with the supervisor, the Employee or the Union representative shall present the grievance in writing to the Chief Financial Officer or his or her designated representative.
- (C) The Chief Financial Officer or his or her designated representative shall within ten (10) days from the day it was received, make a determination and submit the determination to the aggrieved party in writing.
- (D) Each party reserves the right to litigate a question presented by the Grievance by bringing an original action in any court of competent jurisdiction in the event such party shall not be satisfied with the resolution of the Grievance. However, no such litigation may be maintained until all available steps under this grievance procedure have been pursued and exhausted. It is understood and agreed to between the parties that the role of the Chief Financial Officer or his or her designee in the grievance procedure is not an exercise of a judicial or quasi-judicial function, but solely as a means to allow the parties to resolve disputes informally.
- (E) Definitions: Days shall mean calendar days.

ARTICLE XII
Wages
Effective the first Payroll in September 2018

Wage Group	Position	Hourly Rates			Including Long Service Increments			
		Year 1-4**	Year 1-4*	5-11*	12-16*	17-21*	22-26*	27+*
PART-TIME:								
PT	Employee	\$15.00	\$15.00	\$15.54	\$15.88	\$16.22	\$16.56	\$16.86
FULL-TIME:								
Group 1	Custodian I Athletics/Activities Custodian Custodial Floater	\$15.95	\$17.45	\$18.07	\$18.40	\$18.73	\$19.06	\$19.38
Group 2	District Grounds Assistant I	\$16.32	\$17.82	\$18.40	\$18.73	\$19.06	\$19.39	\$19.70
Group 3	High School 3 rd Shift Pool Custodian I Middle School Day Custodian I Delivery Driver High School Custodial Department Head General Laborer	\$16.43	\$17.93	\$18.55	\$18.88	\$19.22	\$19.56	\$19.85
Group 4	Custodian II (Elementary and DSAC) Special Projects Custodian	\$16.64	\$18.15	\$18.75	\$19.08	\$19.43	\$19.76	\$20.09
Group 5	Warehouse Assistant	\$16.99	\$18.50	\$19.09	\$19.44	\$19.78	\$20.12	\$20.43
Group 6	Custodian III (Middle School Engineer) District Grounds Assistant II Small Engine Repair Technician	\$17.74	\$19.25	\$19.84	\$20.18	\$20.51	\$20.85	\$21.18
Group 7	District Grounds Leader	\$18.34	\$19.85	\$20.52	\$20.86	\$21.18	\$21.51	\$21.87
Group 8	Senior High Engineer (Day or Night) Central Middle School Engineer Central Middle School Custodian/Engineer Custodian/Engineer Carpenter Assistant Apprentice Mech. Tech. I	\$20.48	\$20.48	\$21.07	\$21.41	\$21.74	\$22.09	\$22.39
Group 9	Painter I	\$22.11	\$22.11	\$22.73	\$23.07	\$23.40	\$23.74	\$24.03
Group 10	Carpenter Carpenter (Floors) Auto Mechanic Painter II Apprentice Mech. Tech. II	\$24.66	\$24.66	\$25.26	\$25.60	\$25.95	\$26.29	\$26.60
Group 11	Chief Engineer Mechanical Technician Plumber Controls Technician Journeyman Mech. Technician	\$28.13	\$28.13	\$28.72	\$29.06	\$29.41	\$29.74	\$30.05
Group 12	Electrician Master Mech. Technician	\$30.21	\$30.21	\$30.85	\$31.18	\$31.53	\$31.89	\$32.20

* - All persons who have been continuously employed in this bargaining unit since July 31, 2017 shall be paid in accordance with the six payscales on the right side of the chart above.

** - All persons employed into this bargaining unit for the first time on or after August 1, 2017 shall be paid in accordance with the one payscale on the left side of the chart above.

Long Service Increment

The wage scale includes recognition for long service with the district. Full-time employees shall be compensated based upon their years of service in the district as calculated from the employee's seniority date. Year 1 means the employee's first full year with the district as a full-time employee covered by this contract. Part-time employees year of service shall be calculated from the from the employee's date of hire as a part-time custodian. Wage adjustments due to a change in years of service shall be effective on the first September payroll of each year.

The District will pay to each qualified employee who has completed the required years of consecutive full-time service the hourly amount as provided for and included in the pay table. Long Service Increment pay increases will be effective in the first September payroll.

For purposes of the Long Service Increment, each current employee (an employee hired before September 1, 2009) will have his/her years of service rounded up (e.g. and employee who has completed 9 years and 1 month on September 1 of the year will be considered to have completed 10 years and will be paid on the 11-15 year pay range). This rounding will be only for purposes of the long service increment and the rounding will not affect any other seniority considerations under this contract.

Each employee hired on or after September 1, 2009 must have completed a full year increment as of September 1 of each year in order to be eligible for a Long Service Increment increase (e.g. an employee who has completed 9 years and eleven months of service on September 1 of the year will be in the 2-10 year pay range while an employee who has completed 10 years and 1 month will be paid in the 11-15 year pay range).

ARTICLE XIII Safety Committee

The Union shall elect or appoint an employee covered by this agreement to serve on the District's Safety Committee. The term of this representative shall be two (2) years and reappointment may occur. Each employee covered by this agreement shall have the opportunity to express interest in serving on the Committee.

ARTICLE XIV Leaves of Absence

Section 1. An employee in the military service will have reinstatement rights provided he or she qualifies for the provisions of the existing laws pertaining to the reinstatement of veterans.

Section 2. Any employee elected to public office may request a leave under Board Rule.

Section 3. Upon written request by the Union, the District may grant a special leave of absence to employees who accept a full-time job with the Local or International Union. Such special leave of absence shall be limited to a period of one (1) year, but will be renewed upon application to the District by employee before the expiration of his leave.

Section 4. Any employee granted a leave of absence under Sections 2 and 3 of this Article shall be re-employed at the expiration of the leave at the then current rate of pay if there is sufficient work available which he or she is capable of doing and to which he or she may be entitled on the basis of seniority. Seniority will accumulate during the period of such leaves.

Section 5. Upon written request by the Union, the District, will grant an unpaid leave of absence to employees for the conduct of Union business (such as attendance at conferences, conventions, and classes) subject to the following conditions:

- (a) The leave must not unreasonably interfere with the orderly performance of duties of the employees requesting such leave.

- (b) The employee shall request permission to be absent from his or her duties from the immediate supervisor at least five working days prior to the date of the requested leave, and such request shall not unreasonably be withheld provided, however, if the leave request is for Section 6 issues involving other employers and sufficient time does not allow for a written request, the request shall be oral. The oral request will be followed by a written confirmation of the request upon return to duty.
- (c) If permission is given, the employee shall accurately record the time and reason of the absence on his or her timecard. The District shall not compensate the employee for such approved absence. The time of the absence shall be deemed to be included as part of the work week under Article V; provided however, the employee shall at the discretion of his or her supervisor perform hours of work to compensate for the absent time in whole or in part.
- (d) No more than three employees on any date shall be on a leave of absence under this Section and the District is not required to grant leaves of absence to employees when such leaves of absence immediately follow a leave of absence granted to another employee.
- (e) No individual employee shall request or receive in any contract year more than eighty (80) hours leave of absence under this Section and the total number of hours granted for leaves of absence under this Section to all employees shall not exceed 240 hours during the contract year.
- (f) Leave under this section will not be considered a break in continuous service.

Section 6. The Union shall designate to the District in writing individual employees selected and/or appointed as Chief Steward, Assistant Chief Steward, Job Stewards, and officers of the Union. Such designated representatives shall be entitled to a leave of absence for the purposes of representing Millard District employees covered by this agreement in: (1) collective bargaining; (2) grievance hearings if requested by the grievant; (3) investigation of a grievance if requested by the grievant; and (4) if requested by the employee, attendance at a meeting between an employee and his or her supervisor where such employee reasonable believes the meeting might result in disciplinary action. Such leave will also be granted to such designated representatives for the purpose of representing non-Millard District employees in the four areas stated immediately above with other employers who have collective bargaining agreements with the Union. Such leave is subject to the following conditions:

- (a) The employee shall request permission to be absent from his or her duties from the immediate supervisor at least five working days prior to the date of the requested leave, and such request shall not unreasonably be withheld provided, however, if sufficient time does not allow for a written request, the request shall be oral. The oral request will be followed by a written confirmation of the request upon return to duty.
- (b) If permission is given, the employee shall accurately record the time and reason of the absence on his or her timecard. The District shall not compensate the employee for such approved absence. The time of the absence shall be deemed to be included as part of the work week under Article V; provided however, the employee shall at the discretion of his or her supervisor perform hours of work to compensate for the absent time in whole or in part.
- (c) No more than one representative shall be present at any meeting occurring in Article XIV, Section 6, purpose number (4).
- (d) Leave under this section will not be considered a break in continuous service.

ARTICLE XV
Acts in Violation of Laws or Orders

Nothing in the Agreement shall be construed to require either party to act in violation of any State or Federal law of any Presidential Order and in the event such conditions should arise, this Agreement should be considered modified to the extent necessary to comply with the law.

ARTICLE XVI
Department Heads

The Union recognizes the right of the District to select and assign members of the collective bargaining unit as a Department Head. An employee selected shall remain a member of the department for which the employee is to represent as the Department Head.

The selection of the employee shall be made by the District and no provision of this Agreement, whether job posting, seniority or otherwise, shall apply to, or limit the exercise of, this right by the District.

The Department Head shall continue to perform his or her assigned duties as a member of the Department, and as Department Head, may have additional duties and shall receive extra compensation for the performance of the additional duties as Department Head. The rate or amount of the compensation shall be determined and established by the District and is not to be construed or subject to any approval by the Union or duty by the District to negotiate or bargain with the Union with respect to the compensation.

ARTICLE XVII
Payroll Deductions

Payroll deductions will be allowed for Union dues subject to rules and regulations set forth by District policy.

ARTICLE XVIII
Miscellaneous

A separate bulletin board will be provided by the District where the Union may post notices pertaining to union affairs. No scandalous or obscene matter, no matters not otherwise pertaining to proper Union business and affairs, will be posted.

ARTICLE XIX
Term of Contract

This agreement shall be in full force and effect from September 1, 2018 to and including August 31, 2019.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this ____ day of _____, 2018.

SCHOOL DISTRICT NO. 17,

**SERVICE EMPLOYEES INTERNATIONAL
UNION (A.F.L. – C.I.O.) LOCAL 226**

BY _____

BY _____