

# COLLECTIVE BARGAINING AGREEMENT

**THIS AGREEMENT** made and entered into by and between the **Educational Paraprofessional Association of Millard**, hereinafter referred to as EPAM, and **School District Number 17, Douglas County**, also known as the Millard School District, hereinafter referred to as the District.

## ARTICLE I Recognition

The District recognizes EPAM as the sole and exclusive bargaining agent for all full-time and part-time hourly employees employed by the District in the following job classifications: (1) general educational paraprofessionals; (2) orthopedic educational paraprofessionals; (3) preschool educational paraprofessionals; and (4) special education paraprofessionals.

## ARTICLE II Management Rights

Section 1. The management and direction of the District and direction of the employees covered by this agreement, including the right to hire, fire, suspend, discharge, make assignments of work, transfer employees, to change job assignments, to determine hours of work and all other acts and actions related to the administration and direction of the employees covered by this agreement are vested exclusively in the District; and the District specifically reserves all rights and prerogatives not abridged, delegated, or amended by the terms of this Contract.

Section 2. The District shall not discriminate against any employee covered by the agreement because of sex, disability, race, color, national or ethnic origin, religion, age, marital status, political affiliation or participation or nonparticipation in any organizations, as set forth in District Policies and Rules, local laws, the laws of the State of Nebraska, and the laws of the United States.

## ARTICLE III Wages

(a) For the 2019-20 school year, the District shall pay to each employee employed by the District during the 2018-19 school year a base wage increase of 2.42%. Pay raises will be effective with the first August payroll date in 2019. For the 2020-21 school year, the District shall pay to each employee employed by the District during the 2019-20 school year a base wage increase of 2.11%. Pay raises will be effective with the first August payroll date in 2020.

(b) Each employee assigned by the District to work in the critical needs areas set forth below and other critical needs areas determined by the District will receive a stipend. Stipends shall be paid only if the critical needs assignment is the sole assignment of the paraprofessional and shall not be paid for temporary, substitute, or "fill in work" done by paraprofessionals. In the event the critical needs area is assigned to an employee, but is not the sole assignment for the paraprofessional, the District may: (1) pay no stipend; (2) pay the full stipend; or (3) split the available stipend among multiple employees. Each stipend referenced in this paragraph shall be above his or her regular base wage for each hour worked. In order to receive the stipend for working in a VI classroom, the eligible paraprofessional must be fluent in Braille. Identification of such assignments will be solely at the discretion of the District. The stipend will be removed if and when the employee is reassigned to a non-qualified position or if the District determines that the assignment no longer qualifies for such a stipend. Critical needs area stipends shall be as follows:

- (i) \$1.15 per hour for each employee assigned to BD, ACP, and VI in the 2019-20 school year and \$1.25 per hour for each employee assigned to BD, ACP, and VI in the 2020-21 school year;
- (ii) 25¢ per hour for each employee assigned by the District to a Title I building or program;
- (iii) 25¢ per hour for each employee assigned by the District to a health room;
- (iv) An amount between 25¢ per hour and \$1.00 per hour as determined by the District for other critical needs area stipends.

(c) Minimum pay for the 2019-20 school year shall be \$11.51 per hour and maximum pay shall be \$17.72 per hour plus applicable stipends. Minimum pay for the 2020-21 school year shall be \$11.75 per hour and maximum pay shall be \$18.10 per hour plus applicable stipends.

(d) Each paraprofessional who completes 36 clock hours of District approved training shall receive a training stipend wage increase. The training stipend wage increase shall equal a two percent (2%) increase. A paraprofessional may request the training stipend by completing the District's *Application for Training Stipend for Paraprofessionals*. The building principal and a personnel administrator must approve the application. Training hours must have been completed within 48 months of the date of application. Each paraprofessional is limited to one training stipend wage increase every three years (e.g. each paraprofessional who received a training stipend in 2017-18 or in 2018-19 shall not be eligible for a training stipend in 2019-20). Each year is defined as a school year. Each employee who is required by his or her supervisor to attend training shall be paid while at training. If the required training is scheduled outside the employee's normal work hours, the employee may receive additional hours of pay or the employee's schedule may be flexed during the week training takes place. Each employee who elects to attend training which is not required by the supervisor shall do so on his or her own time and shall not be paid for these hours by the district. A paraprofessional and a supervisor may agree in advance that the employee will participate in training "off-the-clock" (without pay) with the cost of the tuition paid by the supervisor. In these cases, the paraprofessional must agree to reimburse the District should he or she fail to complete the training. Of the 36 hours, no more than ten (10) hours may be for personal wellness activities related to fitness, exercise, or diet. All remaining hours must be directly related to the paraprofessional's job responsibilities.

(e) In the event an employee is assigned to substitute for another paraprofessional, the employee shall be paid his/her normal rate of pay while substituting.

#### **ARTICLE IV Insurance**

Each paraprofessional who is employed at least 20 hours per week or more shall be eligible to participate in the Health, Dental, and Life insurance Plans provided by the District. For eligible paraprofessionals, the District shall pay 60 percent (60%) of the amount of the District premium contribution levels in the Agreement with the Millard Education Association for health and dental. The District contribution amount shall be dependent upon the plan option elected by the paraprofessional and shall include a proportionate increased premium contribution for voluntary participation in the District's wellness program. Participation in the District's health and dental plan shall be contingent upon the eligible employee electing participation, agreeing to pay, and actually paying the remainder of the elected health premium.

The policies, procedures, implementation, amendments to, and all decisions related to the wellness program shall be the responsibility of the District.

In the event the District cancels the wellness program, the District shall calculate premiums for the 2020-21 year based on the employee's 2019-20 participation or non-participation in the program.

The District will pay the full premium for basic \$50,000 term life coverage.

## **ARTICLE V Hours of Work**

Each employee shall be paid for each hour or fraction thereof the employee works. The normal workday shall not be more than eight (8) hours. The normal workweek shall not exceed forty (40) hours. Each employee required to work beyond forty (40) hours in one week shall be compensated for each hour in excess of forty (40) hours at the rate of one and one-half the employee's normal hourly rate.

Each employee is to work those hours as requested by the Principal and approved by the Human Resources Office. Actual hours worked shall be recorded accurately through a time clock or on time cards issued by the Payroll Office. Except for emergency situations, reasonable advanced notice shall be given to the employee if the employee is required to work beyond 5:00 p.m. on any given day. Employees shall not be required to take work home unless the work at home and the hourly payment for the work at home is approved by the building administrator.

In the event an employee is required to work more hours than his or her normal work day, employer may schedule an equal number of hours off during the same work week and the timecard or timeclock for such employee shall reflect the actual hours worked for each day by each employee.

Each employee who is employed five (5) hours or more per day shall be given a lunch period of at least one-half (0.5) hour, unless the administrator supervisor determines that a lunch period is not feasible due to the need to ensure continuous supervision of students. Such lunch period shall be without pay and the employee shall be free to leave the premises during such period. In the event a lunch period is not afforded, the paraprofessional shall be paid for the actual hours worked.

Each employee will receive one (1) fifteen (15) minute paid-break per four (4) hours worked. All breaks, including the lunch period, must be scheduled and approved by the principal or designee. Breaks shall not be taken within one (1) hour of the beginning or end of the shift and such breaks may not be used to extend the lunch period. Breaks shall be on-premises so the employee is available for general supervision of students if the need arises.

## **ARTICLE VI Holidays**

Each Employee covered by this Contract shall be granted time off with pay for the following seven (7) holidays subject to the conditions hereinafter set forth:

- Labor Day
- Thanksgiving
- Friday following Thanksgiving
- December 25
- New Years Day
- One day during Spring Break (actual date determined annually by the Superintendent)
- Memorial Day (if Memorial Day is after the end of the contract year, paraprofessionals will get paid as if it were within the contract year).

(a) The employee will be given the same amount of time off with pay equal to the work-hours scheduled had the day not been a holiday.

(b) An employee must be employed by the District twenty (20) working days immediately prior to the holiday to be eligible for holiday pay; provided, however, the twenty (20) working days may include days of paid

leave; and, provided further, the twenty (20) working days immediately prior to Labor Day may include working days immediately prior to the end of the previous school year.

## **ARTICLE VII Sick Leave**

(a) At the conclusion of each bi-weekly pay period covered by this agreement, each employee shall earn paid leave equal to one-half (1/2) the average daily hours scheduled per day in a five day work week, and further be allowed any unused and accumulated leave from the previous year to a maximum total of 336 hours of leave with pay. Paid leave shall be credited at the end of each employee's first 18 bi-weekly pay periods covered by this agreement. Paid leave may be used for personal illness, illness of a member of the employee's immediate family (ten days per school-year maximum), death of a member of the employee's immediate family (four days per occurrence maximum), and business and emergency leave (three days per school-year maximum). Rules for use of leave can be found in Board Policy 4510 and Board Rules 4510.1 through 4510.15.

(b) Upon resignation from employment or retirement, the District shall pay to any employee covered by this agreement for half of the employee's unused paid leave hours in excess of 40 hours; provided such resignation/retirement does not occur between July 1 and October 1. No payment shall be made for the first 40 hours of unused paid leave.

(c) After payroll has been processed for the 1st bi-weekly pay period in October, each employee who is actively employed by the district on that date and who, as of that date, has unused paid leave in excess of two hundred fifty (250) hours shall be reimbursed for those hours in excess of two hundred fifty (250) hours. The employee's leave accumulation shall then be reduced to 250 hours. The District shall establish procedures for reimbursement.

(d) The rate of reimbursement for hours pursuant to paragraph (b) or (c) of Section VII of this Agreement shall be at \$10.00 per hour.

## **ARTICLE VIII Miscellaneous**

Each employee covered by this Contract shall be entitled to all the applicable rights and privileges of the employees of the District as set forth in Board Policies and Board Rules.

## **ARTICLE IX Inclement Weather**

Each employee covered by this Contract will comply with the following procedures whenever there is an official closing of the Millard Public Schools by the Superintendent because of inclement weather:

(a) When staff are instructed to report to work, each covered employee will be expected to report to work and will be paid for each hour or fraction thereof the employee works.

(b) When staff is instructed not to report to work, each covered employee will not report to work and will not be paid. Each covered employee will be allowed the option to make up any time missed from work; provided, however, the covered employee follows administrative directions concerning the employee's responsibility to report to work; and provided the time and date of make-up shall be with the approval of the administration.

**ARTICLE X**  
**Term of Contract**

This agreement shall be in full force and effect from August 1, 2019 through July 31, 2021.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on       , 2019.

**School District No. 17**  
**Douglas County, Nebraska**

**Educational Paraprofessional**  
**Association of Millard**

BY \_\_\_\_\_

BY \_\_\_\_\_