

**EDUCATIONAL PARAPROFESSIONALS
NEGOTIATED AGREEMENT
Douglas County School District 0001
and
Service Employees Local Number 226
2023-2024
2024-2025
2025-2026**

By this Agreement, dated July 17, 2023 by and between the Board of Education of Douglas County School District 0001 (the School District), and Service Employees Local Number 226 (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. 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 according to the laws of the State of Nebraska.
4. "Seniority" shall be defined as the total length of continuous service in the 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 each year upon request. Any dispute of employment records shall be resolved by reference to official records of the Board.
5. "Probationary Employee" refers to employees new to the District, new to the Educational Paraprofessional Division, or persons who are being re-employed following a separation of full-time service from the District greater than two years in duration. At the discretion of the Chief Talent Officer, these employees may be required to complete a probationary period of service not to exceed six (6) months. Employees will be covered under this agreement after they have completed their service under the probationary period.
6. 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.

7. 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).
8. 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 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 throughout the term of this Agreement, notwithstanding that the District may act to change *Policies and Regulations* after the effective date of this Agreement. This provision shall mean that any Policies and Regulations not related specifically to mandatory subjects of bargaining or other subjects contained within this Agreement, may be changed by the District and incorporated by reference to apply to the employees covered by this Agreement. The District agrees that it shall comply with the negotiated agreement if the agreement is inconsistent with board policy.

ARTICLE 3

The terms, conditions, and content of this Agreement shall be in effect for a period commencing August 1, 2023 and expiring July 31, 2026.

ARTICLE 4

1. If not also described in, or excluded under, Section 2 of this Article 4, the following educational paraprofessionals of the 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. An employee may also make, upon direct authorization, other requested deductions made available by the District.
2. Union dues: The Union and the District agree that a single salary deduction shall be made upon the written authorization of any employee covered under the terms of this agreement. Once notified under the terms stated below, the amount specified in the employee's authorization shall be withheld each pay period from the employee's wages and paid from the District to the Union. This deduction shall continue each pay period until the employee revokes his or her request in writing.
 - a. The Union must forward written authorizations to the District no later than the fifteenth of the month in order for the District to deduct the dues from the regularly scheduled paycheck of the following month. Only one written authorization will be accepted per year.
 - b. In the event of a termination of employment, the District shall deduct from the final paycheck of the covered employee a full month's dues for the final month of employment even though the employee's time worked may be less than a full month of covered employment.
 - c. Employees under this Agreement may revoke dues only once a year. This revocation must be made to the Union. The District must receive the revocation from the Union not prior to June 30 but no later than August 1. Upon receipt, the District shall revoke the dues beginning on September 1 of each year.
 - d. The District shall not be held responsible to the Union for any failure to deduct the dues of any employee who is covered under the terms of this Agreement.

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 (including pregnancy), sexual orientation, national origin, disability, age, marital status, citizenship status, economic status, genetic information, gender identity, gender expression, veteran status, political affiliation, 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 District has the right to hire, award, change or eliminate hiring bonuses, suspend, discharge for just cause, assign jobs and duties, transfer employees, promote, reward, discipline, 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 District, except as otherwise specifically provided herein.

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

1. The District shall publish electronic 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 an electronic application.
3. A vacancy does not exist when an educational program is moved from one location to another.
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. Management shall retain the right to recruit qualified internal or external applicants. Preference shall be given to qualified internal applicants first provided they are not on active discipline or a performance improvement plan.
6. Candidates that have applied for a paraprofessional position shall be sent a notification that the paraprofessional position has been filled.
7.
 - a. For a new employee, there shall be a waiting period of six (6) months duty time in the current position before the employee is eligible to bid a vacancy.
 - b. For a lateral move for all full-time employees with six (6) months experience or more, there shall be a waiting period of 60 days duty time in the new position before the employee is eligible to bid a vacancy; exceptions would be made for positions which would result in an increase in pay.
 - c. Paraprofessional positions posted after March 15th of the current school year will be filled at the discretion of the HR department for the current school year.
 - d. Internal transfer offers made after March 15th will be for the next school year or at the discretion of the Chief Talent Officer.
8. In the selection of persons by the 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 District, experience in the type of work required by the position in question, and whether they are on active discipline or a performance improvement plan.
9. Any position requiring service for a “probationary period” shall be identified in this Agreement.

- a. All new employees to the division of Paraprofessionals will be placed on step as described in Article 19. The probationary period shall commence with the official start date of employment or re-employment and exclude June, July and days in August prior to the first duty day of school opening and shall not exceed 6 months. Any employee with non-satisfactory job performance may be terminated.
 - b. 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.
- 10. Full-time educational paraprofessionals will be notified regarding their employment status no later than July 31st of each school term. Effort will be made to maintain full-time employees in full-time status.
 - 11. Any employee who resigns shall give the District of Omaha advance notice of ten (10) working days.
 - 12. The process, identified above, of bidding job vacancies shall be suspended during the months of June, July and August to fill empty vacancies throughout the District.

ARTICLE 7

- 1. Definition of Duty Week and Duty Hours
 - a. General: Covered employees shall have duty hours and a duty week as fixed by the Chief Talent Officer 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. School Closure Days: If school is cancelled for students, employees in this bargaining unit will not work. If the day is not to be made up district-wide, the first such day in a school year will be designated as the paid School closure day. The compensation will be the employee's regular wage multiplied by the employee's regular work schedule hours for that day. To be eligible for the paid School closure day compensation, the employee must have actually worked on the workday after the paid school cancellation day. Human Resources may waive this requirement at the discretion of the Chief Talent Officer. If more than one School closure day occurs within one school year and if the days are not to be made up by the employee in this bargaining unit district-wide, employees may utilize any available sick leave days. If no sick leave days are available, then the employee may utilize any available personal leave days. If no sick or personal leave days are available, the employee will receive no compensation for the day(s). If the time is to be made up district-wide, it will be done in a manner that does not cause the employee in this bargaining unit to work over 40 hours in a week. If an employee elects, an employee may take a School closure day as an unpaid day.

After the snow day occurs, the employee must inform payroll in writing or by electronic notification that they elect to take the snow day as an unpaid day. The employee must provide notice to payroll prior to the end of the pay cycle. Once the paycheck is processed, the employee cannot change his or her election for that snow day.

- c. District Closure Days: If weather conditions make traveling extremely hazardous, a **District closure day** may be declared. On these rare days, only emergency personnel will be required to work. Emergency personnel are employees responsible for snow removal or employees otherwise designated as emergency personnel by their supervisor.

On a District closure day, employees will be paid as if they had worked. To be eligible for District closure day compensation, the employee must have actually worked on the workday after the District closure day. Human Resources may waive this requirement at the discretion of the Chief Talent Officer. For example, if there is a District closure day on Tuesday and an employee is absent Monday and Wednesday due to illness, that employee is not eligible for District closure pay on Tuesday but instead would utilize sick leave.

- d. Remote Learning Day: In the event of a Remote Learning Day, employees in this bargaining unit may be asked to work remotely on days when students would otherwise have been present.

You may confirm whether it is a School closure day, a District closure day, or a Remote Learning Day by checking your email or calling the Department of Human Resources.

- e. Late Start/Early Release: The Superintendent may declare a Late Start or Early Release as a result of inclement weather. In the event of a Late Start or Early Release, employees will work a revised schedule set by the Superintendent and will be paid for the normal number of hours that would have been worked that day.

2. 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.

3. 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.
- 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.

4. 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 or his/her designee.

5. Summer School Hourly Rate Premium

- a. Covered employees who apply for and are selected by the District to work during summer sessions shall be paid an additional \$4.00 per hour.

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*. 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, Juneteenth, 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*. Those holidays that may occur within the duty year of educational paraprofessionals are: Labor Day, Thanksgiving Day, Thanksgiving Friday, Martin Luther King Day and President's Day and Memorial Day. For those paraprofessionals working at a Focus School, they shall also be entitled to Memorial Day, Juneteenth, and Independence Day if these days fall within their duty year.

ARTICLE 9

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

- a. All permanent twelve-month employees shall be entitled to an annual vacation of 10 days with pay during each of the first five years of continuous employment and 15 days 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 at the beginning of the 16th, 17th, 18th and 19th year of service.
- c. At the beginning of twenty (20) years of service an employee will be granted a total of 20 days of vacation with pay.

- d. In order for the first year of employment to count as one of the first five years of creditable service, the twelve-month employee must be on duty the minimum number of days which qualify for a creditable year as defined in *Policies and Regulations*. Vacation is granted based on creditable years of twelve (12) months of employment.
- e. Covered full-time employees 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 District at the time of the request.
- f. Any full-time classified employee who terminates his/her employment or is terminated from employment with the District for any reason or accepts part-time employment within the District shall be paid the dollar amount of the employees' accrued vacation in a lump sum within ten working days of the next regularly scheduled meeting of the Board unless the termination occurs less than one week prior to such meeting in which case payment shall be made within ten working days of the following regularly scheduled meeting of the Board.
- g. An employee moving from a 10-month to a 12-month position within the Paraprofessional division shall receive a pro rata share of the vacation to which 12-month employees are entitled, as described above.

ARTICLE 10

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

Personal leave may be granted to a maximum of three days per year, one and a half days per semester for first year employees.

Whenever possible, business transactions shall be scheduled after the employee duty hours.

Each school year that an employee has unused personal leave days, the employee shall be awarded one sick leave day for each unused personal leave day, subject to limitations on maximum accumulation. Any such additional accumulation is recorded separate from the maximum accumulation.

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. 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.
2. For legal arrangements which are related to the settlement of the estate of a relative.

3. To comply with a court summons when it does not involve an instance where the employee has violated the law.
4. To take a special examination administered by a university for an advanced degree program.
5. To attend the funeral of a close friend.
6. Absence of an employee resulting from mandatory preinduction physical examination requested by the Selective Service System.
7. For legal proceedings requiring the attendance of a parent/legal guardian.
8. 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 three-day personal leave provision.
9. 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*. Notwithstanding the provisions of *Policies and Regulations*, Employees covered under this Agreement who fall within Group B shall accrue 1.25 sick day per month until reaching a maximum accrual of 125 days and Employees covered under this Agreement who fall within Group D shall accrue 1.08 sick days per month until reaching a maximum accrual of 125 days.
- 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 District, 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 *Policies and Regulations*.
 2. If the employee dies after 20 creditable years of service to the District, 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 District's 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 District's 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 District, 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* and as provided for by the laws of the State of Nebraska and of the United States.
4. Bereavement Leave: Employees shall be entitled to bereavement leave as set forth in the *Policies and Regulations* and as may further be provided for under Section 1 of this Article.

In the event of a death in a regular, full-time Employee's immediate family, (defined as mother, father, brother, sister, spouse, child, aunt, uncle, niece, nephew, cousin, grandparents, grandparents in-law, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepparents, stepchildren, stepsiblings, great grandparents, great grandparents in-law, great grandchildren and any other individual who is a permanent resident in the employee's home) the employee should give notice to the supervisor and Human Resources Department as soon as possible. Exceptions may be granted at the sole discretion of the Superintendent or his or her designee.

The District shall grant and excuse employees for four paid days for bereavement leave. However, employees are not required to use all four days. Employees who are required to travel a minimum of 200 miles one way to attend services related to the death of an immediate relative shall be granted an additional day of leave. It is preferred that an employee use bereavement leave to making arrangements for or attending services related to the death and not just to bereave the death. The parties to this Agreement prefer the employee attend the services related to the death. For payroll purposes, the employee must submit documentation (e.g. service program or obituary) to the Human Resources Department as soon as practicable. The Employee must submit verifiable proof of family relationship to Human Resources, upon request.

5. Election/Jury Duty: The District will grant employees time off for mandatory jury/election duty, and will pay the difference between the jury/election pay and your regular straight-time hourly rate for the time lost from the regularly scheduled work time. Employees who are called for jury duty or election duty are required to remit to the District any compensation (other than expenses) received for the hours the employee was excused from duty. If such compensation is not remitted to the Accounts

Receivable Department, an identical amount will be deducted from the employee's salary.

During the jury duty period, the employee must report to work any days that he/she is not required to appear. The employee must also return to work if released from jury duty during their regular working hours.

6. Citizenship Rights: Employees shall be entitled to leave when filing for an elective public office as set forth in the *Policies and Regulations*. Employees shall be required, thirty (30) days prior to their returning to the District, to give notice of his or her intentions regarding continued employment by the District.
7. 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*.

ARTICLE 11

Covered employees shall have the right to initiate grievances with respect to the interpretation of this Agreement shall be subject to the following Grievance Procedure, unless expressly excluded from such procedure by the terms of this Agreement. Time limits set forth herein may be extended upon mutual written agreement of the parties. An aggrieved employee shall have the right to union representation, if so desired, to present a grievance.

- Step 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 grievance must be initiated within seven calendar days following the date of knowledge of an occurrence or planned occurrence of an event giving rise to the grievance.
- Step 2. If the grievance has not been resolved through Step 1, then within fourteen calendar days following the date that the grievance was initially presented the aggrieved employee must submit the grievance and the reasons therefore in writing to the immediate superior of the aggrieved employee's immediate superior. The person to whom the grievance is submitted shall have a reasonable period, not to exceed fourteen calendar days, to render a decision and the reasons therefore in writing.
- Step 3. If the aggrieved employee is not satisfied with the disposition of the grievance, then within seven calendar days following the date of the written disposition of the grievance at Step 2, the aggrieved employee must appeal the grievance to the Superintendent. Within a reasonable period of time after receipt of the written appeal, the Superintendent or his/her representative shall meet with the aggrieved employee to consider the appeal and relevant evidence. The Superintendent or his/her representative shall have thirty calendar days following the hearing render his/her decision and the reasons thereof in writing to the aggrieved employee, with copies to the Union and to members of the Board.
- Step 4: An aggrieved employee may appeal to the Board a decision rendered by the Superintendent. The appeal must be submitted in writing to the Secretary of the Board within seven calendar days following the date of the Superintendent's or his/her representative's written decision. The matter will be heard by an ad hoc committee appointed by the Board. Employees desiring to address the Board's ad hoc committee on any matter shall direct their

communications to the Secretary to the Board, not to individual members of the ad hoc committee, except that copies of any communications may be sent to all committee members.

ARTICLE 12

1. Employee Medical-Hospitalization-Major Medical Insurance:

In the event that the regulations change regarding the Patient Protection Affordability Care Act, both parties agree that negotiations will be immediately reopened to accommodate changes necessary for compliance by the District.

Employees, who have been with the District for 30 days shall be included under the group insurance coverage as follows:

For the 2023-2024 school year, the District shall offer employees the choice of the following from BlueCross/BlueShield: Network Blue PPO (\$1,200 deductible), Premium Select BlueChoice (\$0 deductible), or Blueprint Health (\$0 deductible). The District shall pay the following dollar amounts toward the health insurance plan selected by the employee for the 2023-2024 contract year:

Coverage	Monthly	Yearly
Employee	\$772.84	\$9,274.05
Employee and Children	\$1,167.12	\$14,005.44
Employee and Spouse	\$1,242.02	\$14,904.24
Employee, Spouse and Children	\$1,556.54	\$18,678.48
Dual Employee	\$1,577.22	\$18,926.64
Dual Employee and Children	\$2,223.63	\$26,683.56

The District shall pay the following dollar amounts toward the health insurance plan selected by the employee for the 2024-2025 contract year:

Coverage	Monthly	Yearly
Employee	\$811.48	\$9,737.76
Employee and Children	\$1,225.48	\$14,705.76
Employee and Spouse	\$1,304.12	\$15,649.44
Employee, Spouse and Children	\$1,634.37	\$19,612.44
Dual Employee	\$1,656.08	\$19,872.96
Dual Employee and Children	\$2,334.81	\$28,017.72

The District shall pay the following dollar amounts toward the health insurance plan selected by the employee for the 2025-2026 contract year:

Coverage	Monthly	Yearly
Employee	\$852.05	\$10,224.60
Employee and Children	\$1,286.75	\$15,441.00
Employee and Spouse	\$1,369.33	\$16,431.96
Employee, Spouse and Children	\$1,716.09	\$20,593.08
Dual Employee	\$1,738.89	\$20,866.68
Dual Employee and Children	\$2,451.55	\$29,418.60

In the event the District's health insurance plan deductible increases or decreases during the this Agreement, the parties agree the new deductible will be the closest deductible to the current deductible that provides same or similar coverage.

The District shall pay the following dollar amounts toward the District's Dental Insurance Plan for the 2023-2026 contract years:

Dental Insurance	Monthly	Yearly
Employee	\$28.67	\$344.04
Employee and Children	\$28.67	\$344.04
Employee and Spouse	\$28.67	\$344.04
Employee, Spouse, and Children	\$28.67	\$344.04
Dual Employee	\$57.34	\$688.08

Employees are eligible to purchase family dental coverage for their dependents under the Blue Cross/Blue Shield Dental Plan.

For the duration of this contract, a group health insurance re-opener clause will exist. If the Board seeks to change insurers, the objective and intent will be to maintain or improve employee coverage for similar or less cost than that charged by the present insurer for the time period this agreement is in force. If the Board determines that another insurance carrier could provide this benefit as described above, the carrier must meet similar standards to the current insurance carrier.

An employee who retires after completing all contractual obligations and who elects to begin his/her voluntary retirement before August 31 of the year of his/her retirement will continue to be covered by the health insurance program until August 31 of the year of retirement, and the premiums will be paid in the same manner that they were paid prior to taking voluntary retirement.
Group Term Life Insurance:

The 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 if conversion is permitted under the governing plan. The terms and conditions of any voluntary life insurance policy the District may offer to employees are subject to change in the District's sole discretion.

2. 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 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 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 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.

3. Long-term Disability Program:

The 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

For the 2023-2024, 2024-2025, and 2025-2026 contract years only, employees shall receive a long service increment as follows:

Long-Service Increment:

Each covered employee after ten (10) creditable years of full-time service in the District will receive a longevity provision equal to 2 1/2 percent of the final step of the employee's designated salary schedule.

1. A longevity provision of an equal amount will be added at the completion of fifteen (15) creditable years of full-time service.
2. A longevity provision of an equal amount will be added at the completion of twenty (20) creditable years of full-time service.
3. A longevity provision of an equal amount will be added at the completion of twenty-five (25) creditable years of full-time service.
4. A longevity provision of an equal amount will be added at the completion of thirty (30) creditable years of full-time service.
5. For all employees a creditable year is as defined in the *Policies and Regulations*.

ARTICLE 14

Absence from Duty, Union Activities:

1. Annually, Association Leave without loss of pay shall be available to designated members of the Association for the purpose of attending conferences, meetings, or conventions which are related to conducting Association business. The Association Leave shall be only for the purposes of professional Association business at the local, state, or national level and all such days shall require the authorization of the Association President with administrative approval. Excluding leave specifically for negotiations, no individual association member's association leave shall exceed five (5) days per school year. However, members serving as elected officials on state or national committees may take more than five (5) days leave. Requests should be made in advance through the Office of the Superintendent.
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 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 District, to give notice of his or her intentions regarding continued employment by the 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 District for the benefit of the District personnel, and the 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

New Hire Orientation

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 District for new hire information prior to the scheduled orientation sessions.

ARTICLE 18

Stipend for Substitute Permit

Paraprofessionals who deliver their Local Substitute Permit to OPS Human Resources for the then-current school year will receive a \$3.00 per hour increase to the individual's hourly wage for either half or whole days on which they are asked to substitute for the teacher in a classroom when a substitute teacher is not available.

ARTICLE 19

The salary schedules for each contract year are included in the Agreement as Appendices.

Employees covered by this agreement who achieve an additional creditable year of service by July 31, will move on step beginning August 1, for the 2023-24, 2024-25, and 2025-26 contract years only. Upon reaching the final step of the salary schedule, movement on step shall cease.

New employees hired to begin service as a full-time employee on or after August 1, 2023 with prior OPS or outside work experience in a position covered by this agreement shall receive credit for each such creditable year of service up to a maximum number of years equivalent to the top step of this agreement's salary schedule for initial placement on the salary schedule.

All new hires with no prior OPS or outside work experience in a position covered by this Agreement will be placed on Step 1 of the salary table in the Appendix.

For the duration of this Agreement, it is the intent of the parties that each covered employee shall receive a minimum annualized gross salary increase of \$250.00 after step movement and application of the increased employee health insurance contributions set forth in Article 12. The District shall calculate the difference between the increase in the annualized salary resulting from the step movement and the increased health insurance employee contributions set forth in Article 12 to determine if the annualized gross salary increase is less than \$250.00. In the event the annualized gross salary increase is less than \$250.00, the individual employee will receive a one-time lump sum payment to ensure the annualized gross salary results in an increase of \$250.00 on the first paycheck in December for each contract year.

Appendix

2023-2024		2024-2025		2025-2026	
Educational Paraprofessional (60M) 185 Days Annually		Educational Paraprofessional (60M) 185 Days Annually		Educational Paraprofessional (60M) 185 Days Annually	
Step	Hourly	Step	Hourly	Step	Hourly
1	\$14.86	1	\$18.48	1	\$18.90
2	\$15.00	2	\$18.65	2	\$19.08
3	\$15.15	3	\$18.83	3	\$19.25
4	\$15.29	4	\$19.00	4	\$19.43
5	\$15.44	5	\$19.17	5	\$19.60
6	\$15.58	6	\$19.34	6	\$19.78
7	\$15.72	7	\$19.52	7	\$19.96
8	\$15.87	8	\$19.69	8	\$20.13
9	\$16.01	9	\$19.86	9	\$20.31
10	\$16.16	10	\$20.03	10	\$20.48
11	\$16.30	11	\$20.21	11	\$20.66
12	\$16.44	12	\$20.38	12	\$20.84
13	\$16.59	13	\$20.55	13	\$21.01
14	\$16.73	14	\$20.72	14	\$21.19
15	\$16.88	15	\$20.90	15	\$21.36
16	\$17.02	16	\$21.07	16	\$21.54
LSI	\$629.74	LSI	\$779.59	LSI	\$796.98

2023-2024		2024-2025		2025-2026	
Special Education Paraprofessional I (61M) 185 Days Annually		Special Education Paraprofessional I (61M) 185 Days Annually		Special Education Paraprofessional I (61M) 185 Days Annually	
Step	Hourly	Step	Hourly	Step	Hourly
1	\$15.51	1	\$19.26	1	\$19.69
2	\$15.64	2	\$19.42	2	\$19.85
3	\$15.77	3	\$19.57	3	\$20.01
4	\$15.90	4	\$19.73	4	\$20.17
5	\$16.03	5	\$19.88	5	\$20.33
6	\$16.16	6	\$20.04	6	\$20.49
7	\$16.29	7	\$20.20	7	\$20.65
8	\$16.42	8	\$20.35	8	\$20.81
9	\$16.55	9	\$20.51	9	\$20.97
10	\$16.68	10	\$20.66	10	\$21.13
11	\$16.81	11	\$20.82	11	\$21.29
12	\$16.94	12	\$20.98	12	\$21.45
13	\$17.07	13	\$21.13	13	\$21.61
14	\$17.20	14	\$21.29	14	\$21.77
15	\$17.33	15	\$21.44	15	\$21.93
16	\$17.46	16	\$21.60	16	\$22.09
LSI	\$646.02	LSI	\$799.20	LSI	\$817.33

2023-2024		2024-2025		2025-2026	
Educational Paraprofessional (63M) 261 Days Annually		Educational Paraprofessional (63M) 261 Days Annually		Educational Paraprofessional (63M) 261 Days Annually	
Step	Hourly	Step	Hourly	Step	Hourly
1	\$14.86	1	\$18.48	1	\$18.90
2	\$15.00	2	\$18.65	2	\$19.08
3	\$15.15	3	\$18.83	3	\$19.25
4	\$15.29	4	\$19.00	4	\$19.43
5	\$15.44	5	\$19.17	5	\$19.60
6	\$15.58	6	\$19.34	6	\$19.78
7	\$15.72	7	\$19.52	7	\$19.96
8	\$15.87	8	\$19.69	8	\$20.13
9	\$16.01	9	\$19.86	9	\$20.31
10	\$16.16	10	\$20.03	10	\$20.48
11	\$16.30	11	\$20.21	11	\$20.66
12	\$16.44	12	\$20.38	12	\$20.84
13	\$16.59	13	\$20.55	13	\$21.01
14	\$16.73	14	\$20.72	14	\$21.19
15	\$16.88	15	\$20.90	15	\$21.36
16	\$17.02	16	\$21.07	16	\$21.54
LSI	\$888.44	LSI	\$1,099.85	LSI	\$1,124.39

2023-2024		2024-2025		2025-2026	
Special Education Paraprofessional II (61R) 185 Days Annually		Special Education Paraprofessional II (61R) 185 Days Annually		Special Education Paraprofessional II (61R) 185 Days Annually	
Step	Hourly	Step	Hourly	Step	Hourly
1	\$16.26	1	\$20.16	1	\$20.61
2	\$16.47	2	\$20.38	2	\$20.83
3	\$16.68	3	\$20.60	3	\$21.06
4	\$16.89	4	\$20.81	4	\$21.28
5	\$17.10	5	\$21.03	5	\$21.50
6	\$17.31	6	\$21.25	6	\$21.73
7	\$17.52	7	\$21.47	7	\$21.95
8	\$17.73	8	\$21.69	8	\$22.17
9	\$17.93	9	\$21.90	9	\$22.40
10	\$18.14	10	\$22.12	10	\$22.62
11	\$18.35	11	\$22.34	11	\$22.84
12	\$18.56	12	\$22.56	12	\$23.07
13	\$18.77	13	\$22.78	13	\$23.29
14	\$18.98	14	\$22.99	14	\$23.51
15	\$19.19	15	\$23.21	15	\$23.74
16	\$19.40	16	\$23.43	16	\$23.96
LSI	\$717.80	LSI	\$866.91	LSI	\$886.52

2023-2024		2024-2025		2025-2026	
Focus School Special Education Paraprofessional I (63O) 196 Days Annually		Focus School Special Education Paraprofessional I (63O) 196 Days Annually		Focus School Special Education Paraprofessional I (63O) 196 Days Annually	
Step	Hourly	Step	Hourly	Step	Hourly
1	\$15.51	1	\$19.26	1	\$19.69
2	\$15.64	2	\$19.42	2	\$19.85
3	\$15.77	3	\$19.57	3	\$20.01
4	\$15.90	4	\$19.73	4	\$20.17
5	\$16.03	5	\$19.88	5	\$20.33
6	\$16.16	6	\$20.04	6	\$20.49
7	\$16.29	7	\$20.20	7	\$20.65
8	\$16.42	8	\$20.35	8	\$20.81
9	\$16.55	9	\$20.51	9	\$20.97
10	\$16.68	10	\$20.66	10	\$21.13
11	\$16.81	11	\$20.82	11	\$21.29
12	\$16.94	12	\$20.98	12	\$21.45
13	\$17.07	13	\$21.13	13	\$21.61
14	\$17.20	14	\$21.29	14	\$21.77
15	\$17.33	15	\$21.44	15	\$21.93
16	\$17.46	16	\$21.60	16	\$22.09
LSI	\$684.43	LSI	\$846.72	LSI	\$865.93

2023-2024		2024-2025		2025-2026	
Focus School Paraprofessional (63N) 196 Days Annually		Focus School Paraprofessional (63N) 196 Days Annually		Focus School Paraprofessional (63N) 196 Days Annually	
Step	Hourly	Step	Hourly	Step	Hourly
1	\$14.86	1	\$18.48	1	\$18.90
2	\$15.00	2	\$18.65	2	\$19.08
3	\$15.15	3	\$18.83	3	\$19.25
4	\$15.29	4	\$19.00	4	\$19.43
5	\$15.44	5	\$19.17	5	\$19.60
6	\$15.58	6	\$19.34	6	\$19.78
7	\$15.72	7	\$19.52	7	\$19.96
8	\$15.87	8	\$19.69	8	\$20.13
9	\$16.01	9	\$19.86	9	\$20.31
10	\$16.16	10	\$20.03	10	\$20.48
11	\$16.30	11	\$20.21	11	\$20.66
12	\$16.44	12	\$20.38	12	\$20.84
13	\$16.59	13	\$20.55	13	\$21.01
14	\$16.73	14	\$20.72	14	\$21.19
15	\$16.88	15	\$20.90	15	\$21.36
16	\$17.02	16	\$21.07	16	\$21.54
LSI	\$667.18	LSI	\$825.94	LSI	\$844.37

2023-2024		2024-2025		2025-2026	
Focus School Special Education Paraprofessional II (63P) 196 Days Annually		Focus School Special Education Paraprofessional II (63P) 196 Days Annually		Focus School Special Education Paraprofessional II (63P) 196 Days Annually	
Step	Hourly	Step	Hourly	Step	Hourly
1	\$16.26	1	\$20.16	1	\$20.61
2	\$16.47	2	\$20.38	2	\$20.83
3	\$16.68	3	\$20.60	3	\$21.06
4	\$16.89	4	\$20.81	4	\$21.28
5	\$17.10	5	\$21.03	5	\$21.50
6	\$17.31	6	\$21.25	6	\$21.73
7	\$17.52	7	\$21.47	7	\$21.95
8	\$17.73	8	\$21.69	8	\$22.17
9	\$17.93	9	\$21.90	9	\$22.40
10	\$18.14	10	\$22.12	10	\$22.62
11	\$18.35	11	\$22.34	11	\$22.84
12	\$18.56	12	\$22.56	12	\$23.07
13	\$18.77	13	\$22.78	13	\$23.29
14	\$18.98	14	\$22.99	14	\$23.51
15	\$19.19	15	\$23.21	15	\$23.74
16	\$19.40	16	\$23.43	16	\$23.96
LSI	\$760.48	LSI	\$918.46	LSI	\$939.23



Spencer Head, President
School District No. 0001 in the City of Omaha
and County of Douglas and State of Nebraska
Date:



Steven L. Owens, President
Service Employees Local No. 226
Date: