

**NUTRITION SERVICES
NEGOTIATED AGREEMENT**

**School District of Omaha
and
Service Employees Local Number 226
2023-2024
2024-2025
2025-2026**

By this Agreement dated September 7, 2023 by and between the Board of Education of Douglas County School District 0001 (the District), and Service Employees Local Number 226 (the Union), the parties do hereby agree as follows:

ARTICLE 1

1. "Employee(s)," as used herein, shall refer only to those persons requested in the negotiation of this Agreement by the Union and employed full-time in the Nutrition Services Division of the District at each school building including Wilson Focus school. (NOTE: Exclusions from the unit are detailed in paragraph 2 of Article 1.)
2. Employees working in the administrative offices of the Nutrition Services Division and the employees assigned to the food service facility of the administrative offices are specifically excluded from the Nutrition Services Division bargaining unit, as well as all supervisory personnel above the position of school cafeteria manager.
3. "Policies and Regulations," as used herein, shall refer to the *Policies and Regulations of the School District of Omaha* in this Agreement, as enacted by the Board according to the laws of the State of Nebraska.

ARTICLE 2

Each and every provision of the *Policies and Regulations* incorporated by specific reference herein, and made a part of this Agreement, shall be binding upon both parties hereto, in their language as of the date hereof, throughout the term of this Agreement, notwithstanding that the 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. Local Number 226 was duly certified by the employees of the Nutrition Services Division by official representative election held June 17, 1976, as the exclusive bargaining agent for the employees in the Nutrition Services Division of the District, including all employees within said division who accept employment and agree to be paid in accordance with one of the salary schedules specified in Article 18 of the Agreement, except as specifically excluded by paragraph 2, Article 1 of this Agreement, and paragraph 2 of this Article.
2. Any employee who accepts pay and fringe benefits based upon a salary schedule other than those specifically designated in this Agreement shall also agree to accept all other facets of the new assignment. Acceptance of salary which is outside of the reading of this Agreement shall automatically and totally remove the employee, as of the date of the change of salary, from the operation and coverage of this Agreement. Such employees will, after the change to the new position, be covered by the salary schedules and fringe benefit programs directly incident to the new assignment.

ARTICLE 5

1. All deductions required by law will be made from the salary or wages of each 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 District no later than the fifteenth of the month in order for the District to deduct the dues from the first 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, genetic information, gender identity, gender expression, veteran status, political affiliation, economic status or participation or nonparticipation in any labor organization, as set forth in the *Policies and Regulations*, the laws of the State of Nebraska, and the laws of the United States.

The management of the District has the right to hire, 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 wellbeing of students in the District, except as otherwise specifically provided herein.

ARTICLE 7

1. Definition of Full-Time and Part-Time Employee

a. Full-Time Employee

For the purpose of this Agreement a FULL-TIME employee shall be defined as a person who has been employed on a regular basis with the hours of work not to be less than 30 hours each week during the fiscal year.

b. Part-Time Employee

A PART-TIME employee shall be defined as one employed for less than 30 hours per week on a regular basis or one who is employed for a specific period of time for a number of predetermined days (example - September 1 to November 15).

2. Duty Hours

- a. Employees shall have duty hours and a duty week as fixed by the Executive Director of the Nutrition Services Division as the operation and maintenance of each school and food service facility may indicate. Employees of the Nutrition Services Division salaries shall be based upon a length of service for the school year for each scheduled category.

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 or Remote Learning 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 prior to or the workday after the paid School closure day. If more than one School closure day or

Remote Learning 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.

- b. Remote Learning Days: If a Remote Learning Day is declared, 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 Remote Learning Day or 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 Remote Learning Day compensation, the employee must have actually worked on the workday prior to or the workday after the paid Remote Learning Day. If more than one Remote Learning Day or 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 Remote Learning Day as an unpaid day. After the Remote Learning Day occurs, the employee must inform payroll in writing or by electronic notification that they elect to take the Remote Learning 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 Remote Learning 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.
- d. 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 prior to or the workday after the District closure day. 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.
- e. Bargaining Unit Members may confirm whether it is a School closure day, a District closure day, or a Remote Learning day by checking email or calling the Department of Human Resources.

- f. 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 their normal schedules.

3. Lunch Periods

- a. Lunch period schedules shall be established for each food service facility so as to allow each employee, an uninterrupted 30 minutes per day for the employee to eat lunch. The cafeteria manager, in coordination with the building principal and Nutrition Services, shall ensure that a schedule is established and maintained and that the lunch schedule shall ensure that the food service area is secure and under supervision at all times during the duty day.
- b. If the Nutrition Services employees remain in the building during their lunch period, they shall eat in the cafeteria area or in any other portion of the building specifically authorized by the building principal.

4. Overtime Compensation

- a. Employees shall also be compensated at the rate of time and one-half for any hour over forty hours worked in any one week.
- b. On those occasions when overtime assignments must be assigned, every effort should be made to equalize the opportunity for an individual employee to receive overtime compensation. Such compensation, however, shall be paid only for those hours actually worked in addition to the regularly assigned work day.

5. Required Overtime for Emergency Duty

Compensation for a minimum of two (2) hours at the individual's 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.

This provision applies only to calls for return to duty made by the Director of the Nutrition Services Division or the authorized representative. It does not apply to those activities scheduled for authorized community use of building or similarly scheduled school events.

ARTICLE 8

Holidays

All full-time employees shall be entitled to the paid holidays below if the holiday falls within their normally scheduled contract days: Labor Day, Thanksgiving Day, Thanksgiving Friday, Martin Luther King Day, Presidents' Day and Memorial Day.

ARTICLE 9

Uniforms

Employees will receive a one-time uniform allowance of \$185. Employees will receive the uniform allowance on a separate check issued on the first pay day in November. The employees hired after the first pay day in November, but before the first pay day in March, will receive their uniform allowance on a separate check issued on the first pay day in March. Employees only receive one uniform allowance per year. Employees must be employed on the date the paycheck is issued to receive the uniform allowance.

Newly hired and re-hired full-time employees will be given one (1) uniform shirt and one (1) apron upon successful completion of day (1) of the Nutrition Services Kitchen Assistant training at no charge to the employee. All current full-time employees will receive one (1) new uniform shirt and one (1) apron during the first semester of the 2023-2024, 2024-2025, and 2025-2026 school years.

Employees will be expected to wear uniforms meeting specifications approved by the Executive Director of Nutrition Services Division.

ARTICLE 10

Job Notification

The procedures for filling job openings in the Nutrition Services Division shall be as follows:

1. The District shall publish electronic notices of all full-time vacancies and describe the required qualifications. The Department of Human Resources shall maintain a District wide practice for applying for internal job openings within the Division of Nutrition Services.
2. Any employee may apply for such job vacancy by submitting an electronic application. In all cases, except that for a lateral move, there shall be a waiting period of six (6) calendar months in the current position for full-time employees; exceptions may be made for positions which would result in an increase in pay. Human Resources may waive this requirement depending on the needs of the department.
3. Preference shall be given to qualified internal applicants first, provided they are not on active discipline or a performance improvement plan.
4. Nutrition Services positions posted after March 15th of the current school year will be filled at the discretion of the Human Resources Department for the current school year.
5. Internal transfer offers made after March 15th will be for the next school year or at the discretion of the Chief Talent Officer.
6. The personnel file of applicants will be reviewed and an interview may be requested by management for the purposes of establishing individual qualifications for the job vacancy.
7. In the selection of persons by the District for 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 and experience in the type of work required by the position in question. Seniority shall be defined as the total length of continuous service in the District (within the Nutrition Services Division of Local 226) and shall be district wide and shall date from the effective date of FULL-TIME employment. Any dispute of employment records shall be resolved by reference to official records of the Board. The process of prioritizing internal applicants first, as described above, shall be suspended during July and August to fill vacancies throughout the District.

Employees who have been awarded a bid for a job opening shall have 48 hours to rescind their acceptance of the bid to Human Resources in writing, which includes written email.

8. Any employee who resigns shall give the District advance notice of ten (10) working days.

ARTICLE 11

1. Leaves of Absence

Employees shall be entitled to leaves of absence as set forth in the *Policies and Regulations*.

2. Sick Leave

- a. Employees shall be entitled to sick leave as set forth in the *Policies and Regulations*. Employees covered under this Agreement who fall within Group C shall accrue a total of 12 sick days per year, until reaching a maximum accrual of 115 days.

Sick leave may be used for illness of the employee, when an employee is medically unable to work, or may be used for the illness of an immediate family member. Immediate family member will include the employee's spouse, children, parents or parents-in-law in a care facility or an individual who is a permanent resident in the employee's home or for whom the employee has specific legal responsibility. Medical documentation may be required by Human Resources for any absence.

- b. Payment for Accumulated Sick Leave: Beginning with employees retiring during the 2006-07 school year, 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, or death multiplied by the number of unused sick days, not to exceed 115 days.
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.

- c. When a full-time employee's hours are reduced to part time and no full-time positions are available, the employee may retain his/her earned sick leave.

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, grandchildren, stepparents, stepchildren, stepsiblings, great grandparents, great grandchildren, or other similar relationship established by marriage, 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 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 make 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.

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 OPS 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 as provided by the Family and Medical Leave Act of 1993 as described in *Policies and Regulations*.

8. Personal Leave

Each full-time employee who works 30 or more hours per week, shall be granted three personal days per year (one and a half day per semester for first year employees). Requests for Personal Leave must be approved by the principal or the employee's immediate supervisor. Approval will be subject to the District and department scheduling requirements and needs. Personal Leave cannot be utilized during the first five student contact days, the last ten contracted days, or on days immediately preceding or following a District observed holiday, unless otherwise noted in the *Policies and Regulations*. Each school year that an employee has unused personal leave, the employee shall be awarded sick leave for the unused personal leave, subject to limitations on maximum accumulation. Any such additional accumulation is recorded separate from the maximum accumulation. (See *Policies and Regulations*).

ARTICLE 12

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 13

Group Insurance Coverage

Employees shall be included under the group insurance coverage as follows:

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.

The District is currently providing Blue Cross/Blue Shield Blue Preferred (PPO) Plan to all full-time employees.

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

- a. 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

- b. 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

- c. 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 contract year, the parties agree the new deductible will be the closest deductible to the current deductible that provides same or similar coverage.

- d. 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 Dental Plan.

- e. For the duration of this contract, a group health insurance re-opener clause will exist. If the Board changes the insurer, 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 bargaining unit ratifies a tentative agreement which specifies another health and accident insurance carrier, the Board will be held harmless relative to whether the new health and accident insurance carrier maintains or improves employee coverage.

2. Group Term Life Insurance

The District shall provide group term life insurance for employees in the amount of \$25,000, governed by the Life Insurance Plan document.

3. Flexible Benefit Plan

A full-time employee who elects to receive health and/or life insurance coverage which required 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 the 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.

4. Long-Term Disability Program

The District shall provide long-term disability benefits for employees incurring long illness, governed by the District's Long Term Disability Plan.

ARTICLE 14

Long-Service Increment

For the 2023-24, 2024-25, and 2025-26 contract years only, employees shall receive a long service increment as follows:

A longevity provision is equal to the amount set forth in salary schedule, as shown on attached on Appendix A. For all employees a creditable year is as defined in *Policies and Regulations*.

1. Each covered employee after ten (10) creditable years of full-time service in the District will receive a longevity provision, equal to 2.5% of the final step of the employee's designated salary schedule.
2. A longevity provision of an equal amount will be added at the completion of fifteen (15) creditable years of full-time service.
3. A longevity provision of an equal amount will be added at the completion of twenty (20) creditable years of full-time service.
4. A longevity provision of an equal amount will be added at the completion of twenty-five (25) creditable years of full-time service.
5. A longevity provision of an equal amount will be added at the completion of thirty (30) creditable years of full-time service.

ARTICLE 15

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 office position with the local or international union. The District will grant such leave to up to two employees. 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 16

Mileage Allowance

Nutrition Services employees eligible for mileage allowance shall receive reimbursement at the rate established by law.

ARTICLE 17

Employees shall be included under any pension plan established by the District for the benefit of the District personnel.

ARTICLE 18

Safety Committee

The bargaining unit shall have one representative on the district wide staff safety committee.

ARTICLE 19

1. Staff Entry to District Sport Events

Staff members with current District identification will be allowed entry, for the staff member, their spouse and any child under 18 living in their home, into any District spectator sport event.

2. Representatives of Local 226 Nutrition Services will be provided up to five (5) minutes to play a video about Local 226 for new full-time nutrition employees at the District's new employee orientation.

ARTICLE 20

The salary schedules for the contract years are included in the Agreement as Appendices. Employees covered by this agreement who achieve a 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 similar to one applied for 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.

If a backup manager fills in for a satellite or self-contained kitchen manager position for over 10 consecutive working days, the backup manager's pay will be adjusted to that of a manager at the same corresponding step as their current step for the days worked over 10 working days. Similarly, employees who are authorized by the Executive Director of Nutrition Services or their designee to

work in a higher paying position for over 10 consecutive full work days shall be paid the higher rate beginning on the 11th consecutive work day.

Central Kitchens Only: If a backup or an assistant manager fills in for a central kitchen manager for a full working day, the backup or assistant kitchen manager will receive the central kitchen manager's rate of pay at the same corresponding step as their current step.

Retro Pay

If ratification of the Agreement occurs after the beginning of the contract year, the District will calculate the amount of total wages, if any, owed by the District to each employee back to the effective date of the Agreement. The District will also calculate the amount of additional insurance premiums, if any, owed by each employee to the District back to the effective date of the Agreement. The District shall deduct such additional insurance premiums, if any, from the total wages, if any, owed to the employee. The District shall distribute any remaining wage balance as Retro Pay to the employee. In no event shall the employee be required to pay the District more than their total wages due.

Appendix A

55A Kitchen Assistant FT			
Step	23-24	24-25	25-26
1	\$ 14.92	\$ 19.29	\$ 19.72
2	\$ 15.19	\$ 19.62	\$ 20.06
3	\$ 15.45	\$ 19.94	\$ 20.39
4	\$ 15.72	\$ 20.27	\$ 20.73
5	\$ 15.99	\$ 20.60	\$ 21.07
6	\$ 16.24	\$ 20.92	\$ 21.39
7	\$ 16.51	\$ 21.25	\$ 21.73
8	\$ 16.77	\$ 21.57	\$ 22.06
9	\$ 17.04	\$ 21.90	\$ 22.40
10	\$ 17.31	\$ 22.23	\$ 22.74
11	\$ 17.57	\$ 22.55	\$ 23.07
12	\$ 17.84	\$ 22.88	\$ 23.40
LSI	\$ 663.48	\$ 851.29	\$ 870.64

55K Cashier FT			
Step	23-24	24-25	25-26
1	\$ 15.29	\$ 19.74	\$ 20.19
2	\$ 15.56	\$ 20.08	\$ 20.54
3	\$ 15.83	\$ 20.41	\$ 20.87
4	\$ 16.10	\$ 20.75	\$ 21.22
5	\$ 16.38	\$ 21.09	\$ 21.57
6	\$ 16.65	\$ 21.41	\$ 21.90
7	\$ 16.92	\$ 21.75	\$ 22.25
8	\$ 17.19	\$ 22.08	\$ 22.58
9	\$ 17.46	\$ 22.42	\$ 22.93
10	\$ 17.74	\$ 22.76	\$ 23.28
11	\$ 18.00	\$ 23.09	\$ 23.61
12	\$ 18.28	\$ 23.43	\$ 23.96
LSI	\$ 679.85	\$ 871.51	\$ 891.31

55P Lead Travel/Dishmachine Operator FT			
Step	23-24	24-25	25-26
1	\$ 15.19	\$ 19.61	\$ 20.06
2	\$ 15.46	\$ 19.95	\$ 20.40
3	\$ 15.72	\$ 20.28	\$ 20.74
4	\$ 16.00	\$ 20.61	\$ 21.08
5	\$ 16.27	\$ 20.95	\$ 21.43
6	\$ 16.53	\$ 21.28	\$ 21.76
7	\$ 16.81	\$ 21.61	\$ 22.10
8	\$ 17.07	\$ 21.94	\$ 22.44
9	\$ 17.34	\$ 22.28	\$ 22.78
10	\$ 17.62	\$ 22.61	\$ 23.13
11	\$ 17.88	\$ 22.94	\$ 23.46
12	\$ 18.15	\$ 23.28	\$ 23.81
LSI	\$ 675.31	\$ 865.89	\$ 885.57

55U Cook Secondary			
Step	23-24	24-25	25-26
1	\$ 15.36	\$ 19.83	\$ 20.28
2	\$ 15.64	\$ 20.17	\$ 20.63
3	\$ 15.90	\$ 20.50	\$ 20.97
4	\$ 16.18	\$ 20.84	\$ 21.31
5	\$ 16.46	\$ 21.18	\$ 21.66
6	\$ 16.72	\$ 21.51	\$ 22.00
7	\$ 17.00	\$ 21.85	\$ 22.35
8	\$ 17.27	\$ 22.18	\$ 22.69
9	\$ 17.54	\$ 22.52	\$ 23.03
10	\$ 17.82	\$ 22.86	\$ 23.38
11	\$ 18.09	\$ 23.19	\$ 23.72
12	\$ 18.36	\$ 23.53	\$ 24.07
LSI	\$ 683.04	\$ 875.44	\$ 895.33

56A Production Chief Secondary			
Step	23-24	24-25	25-26
1	\$ 16.61	\$ 21.37	\$ 21.86
2	\$ 16.91	\$ 21.74	\$ 22.23
3	\$ 17.20	\$ 22.09	\$ 22.60
4	\$ 17.49	\$ 22.46	\$ 22.97
5	\$ 17.79	\$ 22.83	\$ 23.35
6	\$ 18.08	\$ 23.19	\$ 23.72
7	\$ 18.38	\$ 23.56	\$ 24.09
8	\$ 18.67	\$ 23.91	\$ 24.46
9	\$ 18.97	\$ 24.28	\$ 24.83
10	\$ 19.27	\$ 24.65	\$ 25.21
11	\$ 19.55	\$ 25.01	\$ 25.58
12	\$ 19.85	\$ 25.38	\$ 25.95
LSI	\$ 738.52	\$ 943.95	\$ 965.41

56F Cafeteria Manager Satellite			
Step	23-24	24-25	25-26
1	\$ 17.12	\$ 22.00	\$ 22.50
2	\$ 17.43	\$ 22.38	\$ 22.89
3	\$ 17.73	\$ 22.75	\$ 23.27
4	\$ 18.03	\$ 23.13	\$ 23.65
5	\$ 18.34	\$ 23.51	\$ 24.04
6	\$ 18.64	\$ 23.88	\$ 24.42
7	\$ 18.95	\$ 24.26	\$ 24.81
8	\$ 19.24	\$ 24.62	\$ 25.18
9	\$ 19.55	\$ 25.00	\$ 25.57
10	\$ 19.86	\$ 25.38	\$ 25.96
11	\$ 20.16	\$ 25.75	\$ 26.34
12	\$ 20.46	\$ 26.13	\$ 26.72
LSI	\$ 761.26	\$ 972.03	\$ 994.12

56P Asst Cafe Manager Cntrl Ktchn			
Step	23-24	24-25	25-26
1	\$ 17.29	\$ 22.22	\$ 22.72
2	\$ 17.60	\$ 22.60	\$ 23.11
3	\$ 17.91	\$ 22.97	\$ 23.49
4	\$ 18.22	\$ 23.35	\$ 23.89
5	\$ 18.53	\$ 23.74	\$ 24.28
6	\$ 18.83	\$ 24.11	\$ 24.66
7	\$ 19.14	\$ 24.49	\$ 25.05
8	\$ 19.44	\$ 24.86	\$ 25.43
9	\$ 19.75	\$ 25.25	\$ 25.82
10	\$ 20.06	\$ 25.63	\$ 26.21
11	\$ 20.36	\$ 26.00	\$ 26.59
12	\$ 21.02	\$ 26.82	\$ 27.43
LSI	\$ 781.94	\$ 997.70	\$ 1,020.40

56U Production Chief Cntrl Ktchn			
Step	23-24	24-25	25-26
1	\$ 16.84	\$ 21.66	\$ 22.15
2	\$ 17.15	\$ 22.03	\$ 22.53
3	\$ 17.44	\$ 22.40	\$ 22.90
4	\$ 17.74	\$ 22.77	\$ 23.29
5	\$ 18.04	\$ 23.14	\$ 23.67
6	\$ 18.34	\$ 23.50	\$ 24.04
7	\$ 18.64	\$ 23.88	\$ 24.42
8	\$ 18.93	\$ 24.24	\$ 24.79
9	\$ 19.24	\$ 24.61	\$ 25.17
10	\$ 19.54	\$ 24.99	\$ 25.55
11	\$ 19.83	\$ 25.35	\$ 25.92
12	\$ 20.13	\$ 25.72	\$ 26.31
LSI	\$ 748.98	\$ 956.87	\$ 978.62

56V Cafeteria Mgr Focus School 196 Days			
Step	23-24	24-25	25-26
1	\$ 17.12	\$ 22.00	\$ 22.50
2	\$ 17.43	\$ 22.38	\$ 22.89
3	\$ 17.73	\$ 22.75	\$ 23.27
4	\$ 18.03	\$ 23.13	\$ 23.65
5	\$ 18.34	\$ 23.51	\$ 24.04
6	\$ 18.64	\$ 23.88	\$ 24.42
7	\$ 18.95	\$ 24.26	\$ 24.81
8	\$ 19.24	\$ 24.62	\$ 25.18
9	\$ 19.55	\$ 25.00	\$ 25.57
10	\$ 19.86	\$ 25.38	\$ 25.96
11	\$ 20.16	\$ 25.75	\$ 26.34
12	\$ 20.46	\$ 26.13	\$ 26.72
LSI	\$ 802.18	\$ 1,024.29	\$ 1,047.57

57A Cafeteria Manager Secondary			
Step	23-24	24-25	25-26
1	\$ 18.23	\$ 23.37	\$ 23.90
2	\$ 18.55	\$ 23.77	\$ 24.31
3	\$ 18.87	\$ 24.16	\$ 24.71
4	\$ 19.20	\$ 24.56	\$ 25.12
5	\$ 19.52	\$ 24.97	\$ 25.54
6	\$ 19.84	\$ 25.36	\$ 25.94
7	\$ 20.17	\$ 25.76	\$ 26.35
8	\$ 20.49	\$ 26.16	\$ 26.75
9	\$ 20.81	\$ 26.56	\$ 27.16
10	\$ 21.14	\$ 26.96	\$ 27.58
11	\$ 21.46	\$ 27.36	\$ 27.98
12	\$ 22.12	\$ 28.18	\$ 28.82
LSI	\$ 822.86	\$ 1,048.30	\$ 1,072.10

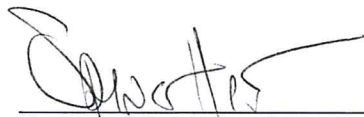
57E Backup Manager FT Secondary			
Step	23-24	24-25	25-26
1	\$ 16.32	\$ 21.02	\$ 21.49
2	\$ 16.62	\$ 21.38	\$ 21.86
3	\$ 16.90	\$ 21.73	\$ 22.22
4	\$ 17.19	\$ 22.09	\$ 22.59
5	\$ 17.49	\$ 22.45	\$ 22.96
6	\$ 17.77	\$ 22.80	\$ 23.32
7	\$ 18.06	\$ 23.17	\$ 23.69
8	\$ 18.35	\$ 23.52	\$ 24.05
9	\$ 18.64	\$ 23.88	\$ 24.42
10	\$ 18.93	\$ 24.24	\$ 24.79
11	\$ 19.22	\$ 24.59	\$ 25.15
12	\$ 19.51	\$ 24.95	\$ 25.52
LSI	\$ 725.78	\$ 928.23	\$ 949.32

57F Cafeteria Manager Cntrl Ktchn			
Step	23-24	24-25	25-26
1	\$ 19.99	\$ 25.55	\$ 26.13
2	\$ 20.35	\$ 25.99	\$ 26.58
3	\$ 20.70	\$ 26.42	\$ 27.02
4	\$ 21.06	\$ 26.87	\$ 27.48
5	\$ 21.42	\$ 27.31	\$ 27.93
6	\$ 21.77	\$ 27.74	\$ 28.37
7	\$ 22.13	\$ 28.18	\$ 28.82
8	\$ 22.47	\$ 28.61	\$ 29.26
9	\$ 22.83	\$ 29.06	\$ 29.72
10	\$ 23.19	\$ 29.50	\$ 30.17
11	\$ 23.54	\$ 29.93	\$ 30.61
12	\$ 23.90	\$ 30.37	\$ 31.06
LSI	\$ 889.04	\$ 1,129.84	\$ 1,155.52

57G Backup Manager FT Cntrl Ktchn			
Step	23-24	24-25	25-26
1	\$ 16.69	\$ 21.47	\$ 21.96
2	\$ 16.99	\$ 21.84	\$ 22.34
3	\$ 17.28	\$ 22.20	\$ 22.70
4	\$ 17.58	\$ 22.57	\$ 23.08
5	\$ 17.88	\$ 22.94	\$ 23.46
6	\$ 18.17	\$ 23.30	\$ 23.83
7	\$ 18.47	\$ 23.67	\$ 24.21
8	\$ 18.76	\$ 24.03	\$ 24.57
9	\$ 19.06	\$ 24.40	\$ 24.95
10	\$ 19.36	\$ 24.77	\$ 25.33
11	\$ 19.65	\$ 25.13	\$ 25.70
12	\$ 19.95	\$ 25.50	\$ 26.08
LSI	\$ 742.16	\$ 948.45	\$ 970.00

57H Backup Manager FT Satellite			
Step	23-24	24-25	25-26
1	\$ 15.66	\$ 20.19	\$ 20.65
2	\$ 15.94	\$ 20.54	\$ 21.01
3	\$ 16.21	\$ 20.88	\$ 21.35
4	\$ 16.49	\$ 21.23	\$ 21.71
5	\$ 16.77	\$ 21.57	\$ 22.06
6	\$ 17.05	\$ 21.91	\$ 22.41
7	\$ 17.33	\$ 22.26	\$ 22.76
8	\$ 17.60	\$ 22.59	\$ 23.11
9	\$ 17.88	\$ 22.94	\$ 23.46
10	\$ 18.16	\$ 23.29	\$ 23.82
11	\$ 18.43	\$ 23.62	\$ 24.16
12	\$ 18.72	\$ 23.97	\$ 24.52
LSI	\$ 696.23	\$ 891.72	\$ 911.99

57I Cook I Cntrl Ktchn			
Step	23-24	24-25	25-26
1	\$ 15.74	\$ 20.30	\$ 20.76
2	\$ 16.02	\$ 20.64	\$ 21.11
3	\$ 16.30	\$ 20.98	\$ 21.46
4	\$ 16.58	\$ 21.33	\$ 21.82
5	\$ 16.86	\$ 21.68	\$ 22.17
6	\$ 17.14	\$ 22.02	\$ 22.52
7	\$ 17.42	\$ 22.37	\$ 22.88
8	\$ 17.69	\$ 22.71	\$ 23.22
9	\$ 17.97	\$ 23.06	\$ 23.58
10	\$ 18.26	\$ 23.40	\$ 23.94
11	\$ 18.53	\$ 23.74	\$ 24.28
12	\$ 18.81	\$ 24.09	\$ 24.64
LSI	\$ 699.86	\$ 896.22	\$ 916.59



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



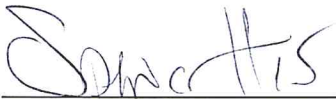
9-5-23

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

**NUTRITION SERVICES
MEMORANDUM OF UNDERSTANDING
School District of Omaha
and
Service Employees Local Number 226
2023-2024
2024-2025
2025-2026**

In an effort to address difficulty in recruiting Nutrition Services personnel, the District and the Union agree as follows:

During the 2023-2024, 2024-2025, and 2025-2026 school years, the District and the Union agree that the District will pay District Nutrition Services employees who successfully refer an individual who is hired by the District a one-time lump sum payment of \$500.00. The payment to the current Nutrition Services employee will be made only if the referred individual successfully completes six (6) months of continuous employment. The referral will be considered if either: 1) the District employee emails Human Resources the name and contact information of the individual they are referring prior to the closing of the application, or 2) the applicant includes the full name of the District employee who referred them to the position on the application form when the application form is submitted. A District employee referral does not guarantee that an individual will be hired by the District.



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: