

**SECURITY  
AGREEMENT  
Douglas County School District 0001  
and  
Eastern Nebraska School Security Union Local #28  
2023-2024  
2024-2025  
2025-2026**

By this Agreement dated November 21, 2023 by and between the Board of Education of Douglas County School District 0001 (the District), and the Eastern Nebraska School Security Union Local # 28, affiliated with the International Union of Police Associations (the Union), the parties do hereby agree as follows:

**ARTICLE 1**

"Covered Employee(s)," as used herein, shall refer to those full and part-time employees who perform the role of Security Officers for the District and whom are represented in the negotiation of this Agreement by the Union.

"Union," as used herein, shall refer to the Eastern Nebraska School Security Union Local #28, affiliated with the International Union of Police Associations. The Union is recognized as the bargaining representative for covered employees for the purpose of negotiating and discussing those items required by the Nebraska Commission of Industrial Relations Act.

"Policies and Regulations," as used herein, shall refer to the *Policies and Regulations of the School District of Omaha* as enacted by the Board according to the laws of the State of Nebraska.

"Immediate Supervisor," as used herein, shall refer to the building principal or the principal's designee.

"Full-Time Employee," as used herein, shall refer to a person who has been employed by the Board on a regular basis to work 30 hours or more each week during the school year.

"Part-Time Employee," as used herein, shall refer to one employed for less than 30 hours per week on a regular basis.

**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 Agreement shall control in the event of any inconsistency with *Policies and Regulations*.

### **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.

In the event a succeeding negotiation's agreement has not been reached by the first day of the employee contract year, it is understood the Board will adjust any salary settlement agreed to upon settlement of the contract and will make a lump sum payment of retroactive salary no later than six (6) pay periods after the new contract has been ratified by Security Union Local #28 and approved by the Board.

### **ARTICLE 4**

#### **1. Definition of Duty Week and Duty Hours**

##### **a. General**

Covered employees shall have duty hours and a duty week as fixed by the principal or administrator of the school/facility to which they are assigned by Human Resource.

##### **b. Emergency Closing**

When the Superintendent or his/her designees declares a Remote Learning Day or officially closes school due to weather conditions, only designated employees may be required to report for work. If a Remote Learning Day is declared, or if school is cancelled for students, whether a school cancellation day or a District closure day, employees in this bargaining unit will receive two days of paid leave. 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 day, the employee must have actually worked on the workday prior to or the workday after the paid school cancellation day, Remote Learning, or District closure day. If more than two school cancellation day, Remote Learning day, or District closure days occur within one school year, employees will utilize any available sick leave days. If no sick leave days are available, then the employee will utilize any available personal leave days. If no sick or personal leave is available, the employee will receive no compensation of the day(s). If teachers are required to work in the school building on a school closing or Remote Learning Day, then Security Officers shall also be required to work in the school building on such days.

##### **c. 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. Overtime Compensation**

Covered employees shall be compensated at the rate of one and one-half times their regular wage for any hours worked over forty hours in one week. Such compensation shall be monetary except that an employee shall have the option of accruing compensatory leave time at a rate of one and one-half (1½) times the actual hours worked in lieu of the payment of overtime, up to a maximum of two hundred forty (240) hours of compensatory time. Employees who agree to compensatory time shall sign an agreement to such effect which may be rescinded at any time. Compensatory time off shall be taken at a time mutually agreed upon by the employee and his/her supervisor. Unused compensatory time shall be paid out upon separation from employment.

Bereavement leave shall be considered as hours worked for computation of overtime.

## **3. Creditable Year**

For all purposes, including the adjustment of salaries and the computing of fringe benefits, 155 days on duty during the regular school year shall be counted as a creditable year of service.

## **4. Lunch**

Security personnel shall be provided with a duty-free 30-minute lunch period as scheduled by the building administrator. During scheduled assignment security personnel, will be available for any school, staff and/or student emergencies. If the duty-free lunch period is interrupted, time must be provided to complete the 30-minute lunch time.

# **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 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.

Employees under this Agreement may revoke dues at any time. This revocation must be made to the Union. The District must receive the revocation from the Union prior to processing payroll for the next pay period.

- c. 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, gender identity, gender expression, genetic information, 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, transfer employees, and increase or decrease the work force. Management will also determine school calendar, hours of school, hours of work and all other procedures necessary to provide for the education and well-being of students in the District, except as otherwise specifically provided herein. In the event it becomes necessary for the District to reduce the security force, consideration shall be given 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.

**Job Notification:** The procedures for filling job openings for security positions shall be as follows:

1. The District shall publish electronic notice of all job vacancies and shall describe the qualifications required therefore.
2. All vacant security positions will be available for viewing on the District website under the "Careers" tab for a period of at least five (5) working days.
3. Any employee may apply for such job opening by submitting an application online.
4. Management shall maintain the right to recruit qualified internal or external applicants. Preference shall be given to qualified internal applicants provided they are not on active discipline or a performance improvement plan.
5. In the selection of persons by the District for transfer, promotion, reduction of staff or preference in rehiring, such selection shall be made on the basis of qualification for the position which shall include, but not be limited to, seniority status in the District Security workforce 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 as a School Security Officer and shall date from the effective date of **FULL-TIME** employment. A record of full-time employment or reemployment dates shall be provided as of September 1, 1995, with the Union

responsible for its maintenance thereafter. Any dispute of employment records shall be resolved by reference to official records of the Board.

6. Any position requiring service for a "probationary period" shall be identified in this Agreement. For the purposes of this Agreement, "probationary period" shall mean:
  - a. **New Employees:** For employees new to the District or persons who are re-employed following a separation of full-time service from the District greater than two years in duration, a probationary period of service not to exceed 6 months shall be required. Fifteen minutes will be provided for a Union designee during the general orientation programs for new hires. The District will provide the Union a schedule for new hire orientations at the beginning of the contract year. The Union will contact the District for new hire information prior to the scheduled orientation sessions.
  - b. **Employees Accepting Promotions or Otherwise Changing Assignments:** Those employees who have been employed on a full-time basis for the District for a period not less than two years or have completed the new employee probationary period or who are advancing to a higher salary grade or position of greater responsibility shall not be required to serve a probationary period.

Those employees who have been employed on a full-time basis for the District for a period six (6) months or longer and who are making a lateral move for which there is no change in the employee's pay, shall be required to wait a period of sixty (60) duty days in an assigned position before the employee shall be eligible to bid on a vacancy. Employees bidding on vacancies which would result in an increase in pay shall not be required to wait the period of sixty (60) days.

All applicants selected for transfers or new positions shall be moved to the new position within (45) forty-five days of being notified of their new job position.

## ARTICLE 7

All full-time 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 covered employees are:

Labor Day, Thanksgiving Day, Thanksgiving Friday, Martin Luther King Day, Presidents' Day and Memorial Day.

## ARTICLE 8

1. **Leaves of Absence:** Full-time employees shall be entitled to leaves of absence as set forth in the *Policies and Regulations*.

2. **Personal Leave**

Each full-time employee who works 30 or more hours per week shall be granted three (3) personal days per year (one 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 or school break period. Each school year that an employee has unused personal leave days, the employee shall be awarded one additional day of accumulated sick leave, subject to limitations on maximum accumulation. Any such additional accumulation is recorded separate from the maximum accumulation.

Employees may select one of the following two options for unused personal leave days at the end of the school year:

- (1) Cash out at 81.5% of the Step 1 rate per day; or
- (2) Convert to sick leave.

### **Other Personal Leaves**

Occasionally, employees may request an unpaid leave for personal circumstances not covered by any other District policy. The Board retains sole discretion for granting or denying approval for such leave. The District will base its approval upon consideration of the reason for the request, the benefit to the District of such leave and the District's operational needs. Requests for such leaves shall be submitted to the Superintendent or his or her designee.

### **3. Absenteeism and Tardiness**

The District expects that every employee will be regular and punctual in attendance. Absenteeism and tardiness places a burden on other employees and on the District.

Employees may not be absent from their respective facility during duty hours, except by permission from the principal or their immediate supervisor.

Employees who are unable to work owing to illness or an accident, should promptly notify their principal or supervisor. In the event the principal or immediate supervisor is unavailable, please contact Human Resources. Failure to notify the principal or supervisor for three (3) consecutive days will be considered resignation of employment. Employees who become ill at work or must leave for some other reason before the end of the workday, must inform the principal or their immediate supervisor.

### **4. Sick Leave**

- a. Full-time employees shall be entitled to sick leave as set forth in the *Policies and Regulations*. Employees shall accrue 1.2 days per month for 10 months of work for a total of twelve days per year. Employees who work a ten month schedule shall accrue sick leave until they have reached the maximum accrual of 130 days. Employees who work a twelve month schedule shall accrue sick leave until they have reached the maximum accrual of 150 days
- b. Payment for Accumulated Sick Leave: Beginning with employees retiring during the 2005-06 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 District's 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 95 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. Any full-time covered employee who has accrued the maximum of ninety-five (95) days of sick leave at the end of a school year, and who during the following school year, and for each school year thereafter uses no sick leave shall be compensated by receiving one additional day of accumulated sick leave per year in addition to the ninety-five (95) days at which time they retire through normal, early, or disability retirement.
5. **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.
6. **Funeral Leave:** Full-time employees shall be entitled to funeral 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 within five (5) days following the death of the relative. Exceptions may be granted at the sole discretion of the Superintendent or his or her designee. Leave will be arranged around the service of the deceased family member.

The District shall grant and excuse employees for up to four paid days for bereavement leave. 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.

7. **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.

8. **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.
9. **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 9**

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

## **ARTICLE 10**

The cooperation and good judgement of all employees in the manner of dress helps to insure a proper image for students and a businesslike appearance for visitors to the school. No printed guideline on acceptable dress can anticipate every possibility. The principals and/or supervisory personnel who



are in the best position to make judgement concerning the appropriateness of the attire should provide necessary counseling and correction as the need occurs.

## ARTICLE 11

### 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 will provide the Blue Cross/Blue Shield Blue Preferred (PPO) Plan with a \$1,050 deductible 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:

The District shall provide Blue Cross/Blue Shield insurance plan to all full-time employees. The District shall offer employees the choice of the following from Blue Cross/Blue Shield: 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

The District shall pay the following dollar amounts toward the District's Dental Insurance Plan for both the duration of this Agreement:

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

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.

## 2. **Group Term Life Insurance**

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

### **3. Flexible Benefit Plan**

A full-time employee who elects to receive health and/or life insurance coverage which requires premiums to be paid by the employee shall pay any required premiums pursuant to a salary reduction agreement under the 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 for 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 full-time employees incurring long illness governed by the District's Long-Term Disability Plan.

## **ARTICLE 12**

### **Long Service Increments**

1. Each full-time employee after ten (10) creditable years of full-time service in the School District, will receive a longevity provision equal to 2 1/2 percent of the final step of the employee's designated salary schedule.
2. A longevity provision of an equal amount will be added at the completion of fifteen (15) creditable years of full-time service.
3. A longevity provision of an equal amount will be added at the completion of twenty (20) creditable years of full-time service.
4. A longevity provision of an equal amount will be added at the completion of twenty-five (25) creditable years of full-time service.
5. A longevity provision of an equal amount will be added at the completion of thirty (30) creditable years of full-time service.
6. A longevity provision of an equal amount will be added at the completion of thirty-five (35) creditable years of full-time service.

## **ARTICLE 13**

An allotment of 100 hours per fiscal year without loss of pay shall be available to designated members of the Union for the purpose of participating in functions relative to the operation of this agreement

or to attend Union meetings, conferences or conventions which are related to activities of mutual benefit for the District and the Union. This allotment cannot be carried over from one year to the next.

Members designated by the President of the Union shall apply for absence from duty through the Superintendent's Office. Requests for the use of Union Leave shall be forwarded as soon they are known. Requests shall include the times, dates and reasons for such leave. Requests for Union Leave may be denied based on such considerations as the need for building coverage or the undue hardships or excessive absences that may result at a given location.

The Union will be allowed to place District approved notices, circulars, or other material (exclusive of local, state, and national political campaign material) dealing with activities or concerns of the Union on a bulletin board designated by the building principal/administrator.

#### ARTICLE 14

**Safety Committee:** The Union shall have the right to select one representative on the district wide staff safety committee, and one representative on the safety committee for each school building.

**Lead Officer:** Effective on the first day of the 2022-23 school year, a school with three or more security officers shall have a lead officer, but the District reserves exclusive discretion to determine which officer is designated as the lead. Lead officer shall be paid an additional ~~2%~~ 7% of their regular rate of pay for each hour of work as a lead officer.

#### ARTICLE 15

Full time 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

For the 2023-24, 2024-25, and 2025-26 contract years only, 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 following contract year. Upon reaching the final step of the salary schedule, movement on step shall cease.


Step 1	0 Months -1 Year of Creditable Service
Step 2	1 Year of Creditable Service
Step 3	2 Years of Creditable Service
Step 4	3 Years of Creditable Service
Step 5	4 Years of Creditable Service
Step 6	5 Years of Creditable Service
Step 7	6 Years of Creditable Service
Step 8	7 Years of Creditable Service
Step 9	8 Years of Creditable Service
Step 10	9 or More Years of Creditable Service
Step 11	10 or More Years of Creditable Service





## SECURITY WAGE SCHEDULES

32H

Step	Current	23-24	24-25	25-26
1	\$ 18.20	\$ 18.61	\$ 21.90	\$ 22.39
2	\$ 18.83	\$ 19.26	\$ 22.64	\$ 23.15
3	\$ 19.47	\$ 19.91	\$ 23.40	\$ 23.92
4	\$ 20.10	\$ 20.56	\$ 24.14	\$ 24.69
5	\$ 20.74	\$ 21.21	\$ 24.90	\$ 25.46
6	\$ 21.37	\$ 21.86	\$ 25.64	\$ 26.22
7	\$ 22.01	\$ 22.51	\$ 26.40	\$ 26.99
8	\$ 22.64	\$ 23.15	\$ 27.15	\$ 27.76
9	\$ 23.28	\$ 23.81	\$ 27.90	\$ 28.53
10	\$ 23.91	\$ 24.45	\$ 28.65	\$ 29.29
11	\$ 24.54	\$ 25.10	\$ 29.39	\$ 30.05

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

  
 LeKeith Richardson, Chairperson  
 Negotiation Team  
 Eastern Nebraska School Security Union  
 Local #28

  
 Anne MacFarland, Ed.D., Secretary to the  
 Board of Education  
 School District No. 0001 in the City of Omaha  
 and County of Douglas and State of Nebraska



## COMPENSATORY TIME OFF AGREEMENT

In accordance with the Fair Labor Standards Act, OPS grants employees' compensatory time off in lieu of compensation for hours worked in excess of forty (40) hours per week. I understand that the compensatory time will be granted at time and one-half for all hours worked in excess forty (40) hours per week. I further understand that the compensatory time may be limited, preserved, used, or cashed out consistent with applicable law and regulations of the U.S. Department of Labor.

I knowingly agree to the provisions of time off as compensation for overtime work as a condition of my employment and consent to the use of compensatory time in accordance with the Fair Labor Standards Act and the U.S. Department of Labor regulations.

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Employee Signature

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Date

*[Faint handwritten signature]*

## Personnel

### Grievances and Complaints

#### **a. Grievances**

Grievances are complaints by an employee covered by a contract with the Omaha Public Schools via a negotiated agreement (a "covered employee") that a term or condition of said contract has been violated by the school district. Grievances from covered employees shall be initiated in the following manner:

1. If the employee has a grievance, the employee shall, within twenty (20) working days of the incident or situation giving rise to the grievance, first discuss the matter with an immediate superior (at the building level the immediate superior is the principal) in an effort to resolve the problems informally. A representative of the association's staff may be invited by either party. If the subject of the grievance extends beyond the authority and jurisdiction of the immediate superior the employee may discuss the matter with the Chief Talent Officer or his/her designee, but shall do so within the same 20 day time-frame.

If the employee is not satisfied, the employee shall have the right to have an association representative's assistance in all further efforts to resolve the problem.

2. If the problem is not resolved through the aforesaid procedure, then within ten (10) working days following the discussion of the matter with the immediate superior or the Chief Talent Officer (or his/her designee), the aggrieved employee shall submit a formal grievance in writing to the principal or to the person to whom the aggrieved is directly responsible, explaining the precise nature of the alleged contract violation. The person to whom the grievance has been submitted shall have a reasonable period, not to exceed ten (10) working days, to render a decision and the reasons therefore in writing to both the aggrieved person and to the association.
3. If the aggrieved employee is not satisfied with the disposition of the grievance by the principal or the person to whom the aggrieved is directly responsible, the aggrieved employee may appeal to the superintendent of schools within ten (10) working days. Within ten (10) working days after the receipt of the written appeal, the superintendent or his/her designated representative/s shall provide a hearing with the aggrieved person.

The superintendent shall within ten (10) working days of the hearing render a decision and the reasons thereof in writing to the aggrieved person with copies to the association and to members of the Board of Education.

4. Should the aggrieved person so desire, the decision of the superintendent may be appealed to the Board of Education. Such a request should be sent to the Board of Education Director within twenty (20) working days of the receipt of the superintendent's decision in the matter. Such an appeal shall be in the form of a written request for a decision by the Board of Education and should contain all information and evidence the aggrieved person wishes the Board to consider. The Board of Education shall request all information and evidence the Superintendent wishes to submit in defense, which shall be submitted to the Board of Education within twenty (20) days of receipt of the request from the Board of Education Director. The Board of Education may choose to hold a hearing, which shall be heard by a committee of the board which shall be called the Ad Hoc Grievance Hearing Committee (hereinafter "Ad Hoc Committee") to gather additional testimonial evidence or may choose to render a written opinion based upon the evidence before it. The Board of Education shall notify the aggrieved person within thirty (30) working days of receipt of an appeal as to whether it will be holding a hearing via Ad Hoc Committee to obtain additional testimony.

If the Board elects to respond in writing to the appeal without a hearing of an Ad Hoc Committee, the decision of the Board of Education shall be provided within thirty (30) days of the notice provided to the aggrieved party concerning whether there will be a hearing on the appeal. If the Board elects to

hold a hearing via Ad Hoc Committee, such hearing shall be held within thirty (30) days of the notice provided to the aggrieved party that the Board will hear evidence via an Ad Hoc Committee.

The Ad Hoc Committee members shall be selected according to the following procedures:

- a. All board members may be present as fully participating members at any meeting of the Ad Hoc Committee. Accordingly, the Board of Education Director, shall notify all Board Members of each meeting of the Ad Hoc Committee.
- b. No Board Member may participate in the hearing unless he/she is present prior to any information being presented to the Ad Hoc Committee by the aggrieved party or his/her representatives.
- c. It shall be the responsibility of the Board of Education Director to obtain the presence of at least three Board Members for each meeting of the Ad Hoc Committee.
- d. The date and time for Ad Hoc Committee meetings shall be arranged by the Board of Education Director, with the parties and the Board Members. Each meeting of the Ad Hoc Committee shall be conducted by the President of the Board of Education if the President is present. In the absence of the president, the Vice President of the Board of Education shall conduct the meeting. In the absence of both the President and Vice President of the Board of Education, the Board of Education Director shall designate on a rotation basis another member of the Board of Education to act as chairperson. It shall be the responsibility of the chairperson to maintain appropriate order, announce the opening of the meeting, recognize and identify those persons present, and determine who may speak when.

The Board of Education Director shall attend all meetings and deliberations of the Board or of said Committee.

It shall be the duty of all Board Members to be impartial throughout the hearing before them.

Each meeting on an appeal shall be conducted according to the following procedures:

1. The chairperson shall open the meeting and announce that it will be conducted in accordance with the public meetings laws of Nebraska.
2. The chairperson shall then recognize and identify all those present.
3. The chairperson shall next determine whether the meeting should be conducted in executive session by giving the employee the opportunity to request a public hearing. If the employee requests a private hearing, then the Ad Hoc Committee shall go into executive session upon the motion of one member, the second of another and the affirmative vote of a majority of the members of the Ad Hoc Committee present on a roll call vote. Both the vote and the time of going into executive session shall be recorded by the Board of Education Director.
4. The chairperson shall then inform the parties about the function of the meeting, which is an opportunity to provide additional evidence to tell the Ad Hoc Committee in their own words why they think the decision of the Superintendent is erroneous.

The chairperson shall inform the parties what evidence is already before it in written form which need not be repeated. The chairperson shall inform the parties that no new information shall be considered by the Ad Hoc Committee unless such information qualifies as new evidence, which is evidence not presented earlier that is necessary to avoid a substantial threat of unfairness, provided that it has been given to the Board of Education Director at least 24 hours prior to the hearing. The chairperson shall then determine whether or not there is any new information. The chairperson shall call upon the submitter of the new information to explain why it should be admitted. Following the explanation, the Ad Hoc Committee shall vote on whether to hear the new information. If a majority of the Ad Hoc

Committee do not vote to hear the new information, it shall not be received and it shall not be mentioned by either party.

5. The chairperson shall next call upon the employee and/or his/her representatives to tell the Board why the Superintendent's decision is not correct, and to present any new information. The Superintendent and/or his/her representatives will be given an opportunity to ask questions and to cross-examine any witnesses. Board Members shall have the opportunity to ask questions upon the conclusion of the employee's presentation.
6. The chairperson shall next call upon the Superintendent and/or his/her representatives to tell the Board why the Superintendent's decision is correct, and to present any new information. The employee will be given an opportunity to ask questions and to cross-examine any witnesses. Board Members shall have the opportunity to ask questions upon the conclusion of the Superintendent's presentation.
7. Following completion of the presentation by both parties, the Board Members may ask questions about any matter in the record before the Ad Hoc Committee.
8. Following questions by Board Members, each party shall be given an opportunity to make a closing statement. The chairperson shall thereafter close the meeting and inform the parties that the Ad Hoc Committee will deliberate privately on the appeal, and inform the parties of its decision thereafter by personal delivery or certified or registered mail. The decision of the Ad Hoc Committee must be based on the record before it. There is no appeal to the Board of Education from a decision of the Ad Hoc Committee.

#### **b. Complaints**

A complaint from an employee concerning terms and conditions of employment and/or actions by administration that are not grievances shall be governed by the following procedures:

1. **Certificated Employees:** Following a recommendation by administration for disciplinary action with regard to an employee's performance, if such recommendation is either suspension without pay and/or a recommendation that the certificated employee's contract be cancelled, terminated, amended, or not renewed employment be terminated (including but not limited to recommendation for cancellation or termination of an employee's teaching contract with the school district), certificated employees are provided certain methods by which to a request for a hearing before the Board of Education may be made. Such request procedures and such hearings rights and hearings shall be conducted pursuant to all statutory requirements.
2. **Non-certificated Employees:** Following a recommendation by administration for disciplinary action with regard to a non-certificated employee's employment, such employee may appeal this via the following procedures:
  - i. The employee shall, within twenty (20) working days of the disciplinary action, discuss the matter with an immediate superior (at the building level the immediate superior is the principal) in an effort to resolve the matter informally. If the subject of the concern extends beyond the authority and jurisdiction of the immediate superior the employee shall instead discuss the matter with the Chief Talent Officer or his/her designee, but shall do so within the same 20 day time-frame.

If the employee is not satisfied, the employee shall have the right to have an association representative's assistance in all further efforts to resolve the problem.

- ii. If the problem is not resolved through the aforesaid procedure, then within ten (10) working days following the discussion of the matter with the immediate superior or the Chief Talent Officer (or his/her designee), the employee shall submit a formal complaint in writing to the Superintendent and/or his representative/s.

- iii. Within ten (10) working days after the receipt of the written appeal, the Superintendent or his/her designated representative/s shall provide a hearing with the aggrieved person. The Superintendent shall within ten (10) working days of the hearing render a decision and the reasons thereof in writing to the aggrieved person with copies to the association and to members of the Board of Education.
- c. Complaints against any employee which arise from within the membership of the Board of Education shall be referred to the superintendent for decision. No such complaint shall be considered by the Board of Education itself.
- d. No complaint shall be considered by the Board of Education in any other manner.

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