

**TRANSPORTATION DIVISION
NEGOTIATED AGREEMENT
Douglas County School District 0001
and
Service Employees Local Number 226
2021-2022 and 2022-2023**

It is the intent and purpose of the parties to this Agreement to promote and improve the relationship between the employees and the employer; to provide an organized and safe place to work; to provide for the protection of employee and company property; and to provide a procedure for the prompt, peaceful, and equitable adjustment of differences which may arise.

By this Agreement, dated 9/20/2021, by and between the Board of Education of Douglas County School District 0001, (the District), and Service Employees Local Number 226, affiliated with the AFL-CIO, (the Union), the parties do hereby agree as follows:

ARTICLE 1

Definitions:

1. "Covered Employee(s)," as used herein, shall refer to those full and part-time bus drivers and bus aides employed by the District's Transportation Division, who are represented in the negotiation of this Agreement by the Union.
2. "Union," as used herein, shall refer to Service Employees Local 226, affiliated with the AFL-CIO. The Union was duly certified by official representative election held October 9, 1990 and is recognized as the sole and exclusive bargaining representative for the purpose of collective bargaining concerning wages, hours, and working conditions for all covered employees.
3. "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.
4. "Run," as used herein, shall refer to a vehicle number that travels to and/or from one designated location.
5. "Route," as used herein, shall refer to a combination of runs that can be linked to create a single route for one vehicle number.
6. "Open Route," as used herein, shall refer to a route not bid or selected.
7. "Seniority" shall be defined as continuous employment within this Collective Bargaining Agreement.
8. "Probationary Employee" refers to employees new to the District, transferring into this Transportation bargaining unit, or persons who are being re-employed following a separation of service from the District. 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.

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, even though the District may act to change *Policies and Regulations* after the effective date of this Agreement.

ARTICLE 3

The terms, conditions, and content of this Agreement shall be in effect for a period commencing August 1, 2021 and expiring July 31, 2023.

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 no later than (6) six pay periods after the new contract has been ratified by Local 226 Transportation Division and approved by the Board. Upon ratification of the Agreement by both parties, 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.

ARTICLE 4

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

a. Full-Time Employee

For the purpose of this Agreement a FULL-TIME employee shall be defined as 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.

b. Part-Time Employee

A PART-TIME employee shall be defined as a person who has been employed by the Board with the Department of Transportation on a regular basis to work less than 30 hours each week during the school year.

2. Definition of Duty Week and Duty Hours

a. General

Covered employees shall have duty hours and a duty week as fixed by the Director of the Transportation Division as the operation of each school, facility, or department may indicate.

b. Bidding Procedure

Bus drivers shall in seniority order be afforded the opportunity to bid blocks (4.0 hours if available, 5.5 hours, or 8 hours) with routes prior to the beginning of each school year. Aides shall in seniority order be afforded the opportunity to bid blocks (5.5 hours, 8 hours) at the beginning of each school year. Throughout the year, priority will be given to filling the blocks by efficient assignment of runs. An employee's block times shall be stabilized by October 1st; thereafter, a block change of fifteen (15) minutes or more, must be documented, dated, agreed to and signed by the employee. A copy of the signed document shall be given to the employee.

Full-time drivers and aides shall have the opportunity to bid on full-time routes only. Part-time drivers and aides shall have the opportunity to bid on part-time routes only. Full-time drivers or aides who wish to bid on part-time routes shall complete an application for a part-time position online through Human Resources. Part-time drivers or aides who wish to bid on full-time routes shall complete an application for a full-time position online through Human Resources.

Block changes of less than fifteen (15) minutes after October 1 shall be controlled by the Director of Transportation. The Director shall insure that such changes are made sparingly.

Once an employee has been transferred to a new position due to employee request, there shall be a waiting period of 90 working days before the employee is eligible to apply for a vacancy. The 90 working days starts after the employee has been placed in the new position. 90 working days will be waived if the placement is made by Human Resources.

d. Extra Pay Assignments

Quarterly sign-up sheets for extra pay assignments, field trips, and cold starts shall be in effect for that quarter only and do not carry over to future quarters. If for documentable reasons (illness, bereavement, etc.) an employee is absent for the entire five (5) day posting, he/she may add his/her name to the list upon the first day of return as appropriate by seniority.

Block times available for each category of employee are:

DRIVERS (Bus/ Standby)

| | |
|---------------------|--|
| Part-time 4.0 hours | A.M. or P.M. single shift (double schools if available), Straight shift |
| 5.5 hours | Split A.M. / P.M. shifts (single/double schools), |

| | |
|----------------------|---|
| | Straight shift |
| Full-time 8 hours | Split A.M. /Noon/ P.M. shifts (double schools A.M. / P.M.), Straight shift |
| AIDES (Bus/ Standby) | |
| Part-time 5.5 hours | Split A.M. or P.M. shifts (single/double schools), Straight shift |
| Full-time 8 hours | Split A.M./Noon/ P.M. shifts (double schools A.M. / P.M.), Straight shift |

Routes will be set up to have splits (off the clock time) of no less than thirty (30) minutes between blocks.

Adjustments in routes will be based on the best interests of the students transported and efficiency of the vehicles' use.

e. Procedure: Part-Time Employee

In the event that a part-time employee's block time exceeds 30 hours for 5 consecutive work weeks, the schedule will be examined to determine whether run(s) can be modified. Priority will be given to filling current block times. If full-time status is recommended, such additional time shall be given to the most senior person who completes and submits an online application through Human Resources.

f. Procedure: Standby Driver/Aide

An employee classified as standby driver and/or standby aide on the last day of the previous school year shall continue in that status unless the employee opts to bid a block with route (driver) or a block (aide). A standby driver who opts to bid a block with route or a standby aide who opts to bid a block shall do so in accordance with the Transportation driver/aide seniority list.

g. Emergency Closing

When the Superintendent or his/her designee officially closes school due to weather conditions, only designated employees may be required to report for work. If school is cancelled for students, whether a School closure day, Remote Learning day, or a District closure day, employees in this bargaining unit will receive up to two paid days of 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 work day after the paid School closure day or District closure day. If more than two School closure days or District closure days occur within one school year, employees may utilize any available sick leave days. If no sick leave days are available, employees may utilize any available personal leave days. If no sick or personal leave days are available, employees will receive no compensation for the day(s). Employees may elect to take a School Closure

day as unpaid by informing payroll in writing or by electronic notification prior to the end of the pay cycle in which the closure occurs. Once the paycheck is processed, elections cannot be changed.

h. Remote Learning Day

In the event that a Remote Learning Day or School Closure day is declared, employees will receive up to two paid days of leave at 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 work day after the paid Remote Learning Day. If more than two Remote Learning Days occur within one school year, employees may utilize any available sick leave days. If no sick leave days are available, employees may utilize any available personal leave days. If no sick or personal leave days are available, employees will receive no compensation for the day(s).

- i. 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 work a normal number of hours.

3. Overtime Compensation

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. Hours worked per week shall include bereavement leave, jury duty, and election duty for the computation of overtime.

4. Extra-Pay Compensation

On those occasions when extra assignments must be assigned, every effort should be made to equalize the opportunity for an individual employee, driver or aide, to receive extra pay. Such compensation, however, shall be paid only for those hours actually worked in addition to the regularly assigned workday.

Employees desiring extra-pay assignments shall be given the opportunity to sign their names to a sign-up sheet that shall be posted on the last five (5) consecutive duty days prior to the end of each school quarter. (EXCEPTION: The sign-up sheet for the first school quarter shall be posted at Transportation for the first five days prior to the first day of school. Employees shall be notified of the exact dates of the posting as part of the Orientation notification letter that is sent to Transportation employees during the summer months.) Quarterly sign-up sheets shall be in effect for that quarter only and do not carry over to future quarters. Extra duty assignments shall be offered on a rotational basis, starting with the most senior qualified employee whose name appears on the sign-up sheet and continuing, in seniority order, through to the end of the list. If no qualified employee is on the list, management reserves the right to select a qualified individual. Union representative(s) shall receive, in a format agreeable to both the Union and Management, a quarterly accounting for all assignments.

The District shall have a quarterly signup sheet for bus starts limited to 25 employees on a first

come-first served basis, with those employees being listed in seniority order. Once the District has exhausted calling individuals on the list (individuals must answer their phone or call back within 15 minutes), the District is then free to call other employees not on the list in order to achieve the necessary coverage for a Bus start.

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.

At present, the following mandatory deductions are made:

- Federal income tax withholding
- State income tax withholding
- Social Security tax withholding
- Retirement plan contributions (full-time employees only)
- Medicare tax withholding
- Wage garnishments (if applicable).

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 Union 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 Union 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 Union 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 Union dues beginning on September 1 of each year.

- c. The District shall not be held responsible to the Union for any failure to deduct the Union dues of anyone 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, or economic status, genetic information, gender identity, gender expression, veteran status, political affiliation or participation or non-participation in any labor organizations, 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, 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 job vacancies through Human Resources shall be conducted electronically following standard District practices.

Job Notification:

1. The District shall display notice of full-time and part-time District job vacancies received from Human Resources and shall describe the qualifications required in a place accessible to all Transportation employees. All applications for job vacancies shall be completed electronically and submitted through Human Resources. Consideration shall only be given to those candidates who have completed electronic applications.

Procedures for filling vacancies:

1. Any covered employee may apply for such job vacancy by submitting an electronic application.

Drivers wishing to transfer to the position of aide or aides wishing to transfer to the position of driver must apply with the Department of Human Resources. Preference shall be given to qualified current Transportation Employees who apply before the closing date, and prior to the beginning of the Transportation Training class provided they are not on active discipline or a performance improvement plan.

2. The personnel file of applicants will be reviewed and an interview may be requested by the Department of Human Resources for the purpose of establishing individual qualifications for the job vacancy.
3. If no bids are received from qualified internal applicants, management shall retain 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.
4. 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

this Collective Bargaining Agreement of Transportation and shall date from the effective date of employment. Any dispute of employment records shall be resolved by reference to official records of the Board. For new hires starting on the same date, the Department of Human Resources will establish their seniority ranking based on the date and time of the job offer.

Seniority for all Transportation Driver and Aides shall be dated from the first day that an employee physically reports for duty. In the event that more than one employee physically reports for duty for the first time on the same day those employees shall draw numbers to determine a permanent seniority order. Such shall be witnessed by a Union Steward. This date will be used only in relation to a reduction in force. Article 4.2 will remain unchanged unless agreed to by both Local 226 and Transportation management.

5. All employees will be notified regarding their employment status no later than June 15 of each school term. To the extent full-time positions remain available, effort will be made to maintain full-time employees in full-time status.

ARTICLE 7

Holidays:

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 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. **Sick Leave:**

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 D shall accrue 1 sick day per month for 12 months for a total of 12 days, until reaching a maximum accrual of 100 days.

- a. Sick leave may be used for the illness of the employee or an immediate family member. Immediate family member will include the employee's spouse, children, and parents 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.
- b. Payment for Accumulated Sick Leave: Beginning with employees retiring during the 2006-2007 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, termination due to reduction-in-force, or death multiplied by the number of unused sick days, not to exceed the maximum of 90 days accumulation.
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 sick leave.
 - d. A route shall be held for a minimum of 25 duty days. The time period may be extended if replacement staff is not available.
3. **Military Leave:** Employees shall be entitled to military leave as set forth in the *Policies and Regulations*, Section 4007 and as provided for by the laws of the State of Nebraska and of the United States.
 4. **Funeral Leave:** Full-time employees shall be entitled to funeral leave as set forth in the *Policies and Regulations*, Section 4007, as may be further outline below:

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 Employee must submit verifiable proof of family relationship to Human Resources, upon request.

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.

5. **Election/Jury Duty:** Employees who are called for election duty are required to remit to the District any fees received for the hours the employee was excused from duty. If such fees are not remitted to the Chief Talent Officer, an identical amount will be deducted from the employee's salary. *Policies and Regulations.*

Employees who are called for jury 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 Chief Talent Officer, an identical amount will be deducted from the employee's salary.

Jury service typically consists of reporting every day or every other day until actually selected and impaneled for a jury. Employees shall report to work during all periods that the employee is not actually required to serve in the capacity of a juror. (*Policies and Regulations, Section 4007*)

6. **Citizenship Rights:** Employees shall be entitled to leave when filing for an elective public office as set forth in the *Policies and Regulations, Section 4007*. 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, Section 4007*.
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 days 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. 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.

9. Part-time employees will be entitled to be absent for up to five days per semester without compensation. Absences other than long term illnesses of the employee or bereavement leave for immediate family, as defined by *Policies and Regulations*, in excess of five days per semester will be subject to review by the department of Human Resources and may result in termination. Long term illnesses of the employee shall be defined as a medical condition which requires hospitalization or home convalescence of at least one week in duration and which is documented by the employee's physician.

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

Group Insurance Coverage. Covered employees shall be included under the group insurance coverage as follows:

Health Insurance. The Board shall provide for each full-time employee who has been with the District 30 days the following Health Insurance:

- a. For the 2021-22 school year, the District shall provide Blue Cross/Blue Shield Preferred (PPO) Plan to all full-time employees with a \$1,050 deductible. The District shall pay the following portion of the total premium for the District's Health Insurance Plan in the 2021-2022 contract year:

| Health Insurance | Yearly | Monthly |
|-------------------------------|-------------|------------|
| Employee | \$8,045.28 | \$670.44 |
| Employee and Children | \$11,846.40 | \$987.20 |
| Employee and Spouse | \$12,929.88 | \$1,077.49 |
| Employee, Spouse and Children | \$16,204.08 | \$1,350.34 |

- b. For the 2022-23 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 portion of the total premium for the District's Health Insurance Plan in the 2022-2023 contract year:

| Health Insurance | Yearly | Monthly |
|------------------|--------|---------|
|------------------|--------|---------|

| | | |
|-------------------------------|-------------|------------|
| Employee | \$8,296.12 | \$691.34 |
| Employee and Children | \$11,793.50 | \$982.79 |
| Employee and Spouse | \$12,653.58 | \$1,054.46 |
| Employee, Spouse and Children | \$15,513.12 | \$1,292.76 |

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.

The District shall pay the following portion of the total premium for the District's Dental Insurance Plan:

| Dental Insurance | Yearly | Monthly (12 month) |
|------------------|----------|--------------------|
| Employee | \$344.04 | \$28.67 |

- b. Employees are eligible to purchase family dental coverage for their dependents under a Dental Plan.
- c. 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.

2. Group Term Life Insurance:

The District shall provide group term life insurance for full-time employees in the amount of \$25,000.

Covered full-time employees who retire after the effective date of this agreement 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 full-time 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.

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. 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 full-time employees who become disabled after the effective date of this agreement 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 11

Long Service Increment:

For the 2021-2022 and 2022-2023 contract years only, employees shall receive a long service increment as follows:

1. Each full-time 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 (81 D, F, G, H).
2. A longevity provision of an equal amount that was added to the final step will be added at the completion of fifteen (15) creditable years of full-time service.
3. A longevity provision of an equal amount that was added to the final step will be added at the completion of twenty (20) creditable years of full-time service.
4. A longevity provision of an equal amount that was added to the final step will be added at the completion of twenty-five (25) creditable years of full-time service.
5. A longevity provision of an equal amount that was added to the final step will be added at the completion of thirty (30) creditable years of full-time service.
6. For all employees a creditable year is as defined in the *Policies and Regulations of the School District of Omaha*. Years of service earned prior to July 20, 2015, consisting of 840 hours or more, will be considered creditable for employees on duty as of July 20, 2015.

ARTICLE 12

Absence from Duty, Union Activities:

1. An allotment of ten work days per fiscal year without loss of pay shall be available to designated members of the Union for the purpose of attending conferences or conventions which are related to activities of mutual benefit for the District and those members of the Union who are employed by the District. This allocation may be extended by transfer of appropriated days from other agreements between the Board of Education of the District and Service Employees Local Number 226.

Members designated by the President of the Union shall apply for absence from duty through the regular channels established for such absence. The request listing members, dates of absence and meetings to be attended shall be submitted to the Superintendent's office as soon as possible after September 1.

This allotment shall not be cumulative from year-to-year.

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 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 13

Covered full-time 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 14

Safety Committee: The bargaining unit shall have one representative on the districtwide staff safety committee.

ARTICLE 15

1. All Transportation drivers and aides will be awarded \$50.00 for each semester of perfect attendance. In addition, a \$50.00 bonus for (2) semesters perfect attendance shall be paid. Perfect attendance periods shall be from September 6 to January 20, payable in February, and January 21 to June 20, payable in July.

A perfect work attendance record can be achieved by showing no absence from expected duty time. Employees on bereavement leave, leaves of absence for jury duty, union activities, or other official District business will not be counted as absent from duty.

2. The official personnel records of employees are maintained in Human Resources. These records contain length of service, assignment, date of hiring, performance ratings, and other personal information. Salary schedule placement does not necessarily correspond to length of service in the District.

ARTICLE 16

The salary schedules for the 2021-2022 and 2022-2023 contract years are included in the Agreement as Appendices A – D.

New employees shall be placed on Step 1. Each full-time employee who has less than two years of creditable service shall be placed on Step 2.

In order to move on step, every employee on a full-time or part-time salary schedule shall have worked at least 155 days.

If a part-time employee moves to a full-time position, they shall be placed on the appropriate step pursuant to the number of creditable years the employee has worked within the Transportation bargaining unit.

If a full-time employee moves to a part-time position, they shall be placed on the appropriate step pursuant to the number of creditable years the employee has worked within the Transportation bargaining unit.

The salary schedules for 80 A, C, D, E; and 81 D, F, G, H in Appendices A-D will be in effect for the 2021-2022 and 2022-2023 contract years.

Appendix A shows the part-time employee salary schedules for the 2021-2022 contract year. Employees in their first year with the bargaining unit will be placed on step 1 of the salary schedule. Each part-time employee who works a full year as defined in *Policies and Regulations* will be considered to have worked one year for placement on the salary schedule. Each part-time placement year will earn employees one step advancement on the salary structure.

Appendix B shows the full-time employee salary schedules for the 2021-2022 contract year. Employees in their first year with the bargaining unit will be placed on step 1 of the salary schedule. Each full-time employee who works a full year as defined in *Policies and Regulations* will be considered to have worked one year for placement on the salary schedule. Each full-time placement year will earn employees one step advancement on the salary structure.

Appendix C shows the part-time salary schedule for employees new to the bargaining unit in the 2022-2023 contract year. First year part-time transportation employees will start on step 1 of the salary schedule. Each part-time employee who works a full year as defined in *Policies and Regulations* will be considered to have worked one year for placement on the salary schedule. Each part-time placement year will earn employees one step advancement on the salary structure.

Appendix D shows the full-time salary schedule for employees new to the bargaining unit in the 2022-2023 contract year. First year full-time transportation employees will start on step 1 of the salary schedule. Each full-time employee who works a full year as defined in *Policies and Regulations* will be considered to have worked one year for placement on the salary schedule. Each full-time placement year will earn employees one step advancement on the salary structure.

For the 2021-22 and 2022-23 contract years, it is the intent of the parties that each covered full time employee shall receive a minimum annualized gross salary increase of \$600 after step movement and application of the increased employee health insurance contributions set forth in Article 11. 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 11 to determine if the annualized gross salary increase is less than \$600. In the event the annualized gross salary increase is less than \$600, the individual employee will receive a one-time lump sum payment in December to ensure the annualized gross salary results in an increase of \$600.

Appendix A
2021-2022 Tables for Part-Time Employees

| 80A, 80D Part-Time Bus Driver | | |
|--------------------------------------|-------------|---------------|
| 2021-2022 | | |
| Years for Placement | Step | Hourly |
| 0 | 1 | \$18.97 |
| 1 | 2 | \$19.62 |
| 2 | 3 | \$20.26 |
| 3 | 4 | \$20.90 |
| 4 | 5 | \$21.55 |
| 5 | 6 | \$22.19 |
| 6+ | 7 | \$22.83 |

| 80C, 80E Part-Time Aide | | |
|--------------------------------|-------------|---------------|
| 2021-2022 | | |
| Years for Placement | Step | Hourly |
| 0 | 1 | \$14.73 |
| 1 | 2 | \$15.33 |
| 2 | 3 | \$15.93 |
| 3 | 4 | \$16.53 |
| 4 | 5 | \$17.13 |
| 5 | 6 | \$17.72 |
| 6+ | 7 | \$18.32 |

In the above tables, “Years for Placement” refers to the total number of completed creditable years in the Transportation bargaining unit as defined in *Policies and Regulations* to qualify for placement on that step, unless otherwise noted in Article 16.

Appendix B
2021-2022 Salary Tables for Full-Time Employees

| 81D, 81G Full-Time Bus Driver (8 Hours) | | | |
|--|-------------|---------------|-------------------------|
| 2021-2022 | | | |
| Years for Placement | Step | Hourly | Estimated Annual |
| 0 | 1 | \$20.03 | \$ 29,644.40 |
| 1 | 2 | \$20.50 | \$ 30,340.00 |
| 2 | 3 | \$20.96 | \$ 31,020.8 |
| 3 | 4 | \$21.43 | \$ 31,716.40 |
| 4 | 5 | \$21.90 | \$ 32,412.00 |
| 5 | 6 | \$22.37 | \$ 33,107.60 |
| 6+ | 7 | \$22.83 | \$ 33,788.40 |
| Long Service Increment: \$844.71 | | | |

| 81F, 81H Full-Time Aide (8 Hours) | | | |
|--|-------------|---------------|-------------------------|
| 2021-2022 | | | |
| Years for Placement | Step | Hourly | Estimated Annual |
| 0 | 1 | \$14.73 | \$21,800.40 |
| 1 | 2 | \$15.33 | \$ 22,688.40 |
| 2 | 3 | \$15.93 | \$ 23,576.40 |
| 3 | 4 | \$16.53 | \$ 24,464.40 |
| 4 | 5 | \$17.13 | \$ 25,352.40 |
| 5 | 6 | \$17.72 | \$ 26,225.60 |
| 6+ | 7 | \$18.32 | \$ 27,113.60 |
| Long Service Increment: \$677.84 | | | |

In the above tables, “Years for Placement” refers to the total number of completed creditable years in the Transportation bargaining unit as defined in *Policies and Regulations* to qualify for placement on that step, unless otherwise noted in Article 16.

Annual salaries in the above tables are estimates based on the number of hours and contract days worked for the calendar year. These may vary depending on actual hours worked.

Appendix C
2022-2023 Tables for Part-Time Employees

| 80A, 80D Part-Time Bus Driver | | |
|--------------------------------------|-------------|---------------|
| 2022-2023 | | |
| Years for Placement | Step | Hourly |
| 0 | 1 | \$19.45 |
| 1 | 2 | \$20.11 |
| 2 | 3 | \$20.77 |
| 3 | 4 | \$21.42 |
| 4 | 5 | \$22.08 |
| 5 | 6 | \$22.74 |
| 6+ | 7 | \$23.40 |

| 80C, 80E Part-Time Aide | | |
|--------------------------------|-------------|---------------|
| 2022-2023 | | |
| Years for Placement | Step | Hourly |
| 0 | 1 | \$15.10 |
| 1 | 2 | \$15.71 |
| 2 | 3 | \$16.33 |
| 3 | 4 | \$16.94 |
| 4 | 5 | \$17.55 |
| 5 | 6 | \$18.17 |
| 6+ | 7 | \$18.78 |

In the above tables, “Years for Placement” refers to the total number of completed creditable years in the Transportation bargaining unit as defined in *Policies and Regulations* to qualify for placement on that step, unless otherwise noted in Article 16.

Appendix D
2022-2023 Salary Tables for Full-Time Employees

| 81D, 81G Full-Time Bus Driver (8 Hours) | | | |
|--|-------------|---------------|-------------------------|
| 2022-2023 | | | |
| Years for Placement | Step | Hourly | Estimated Annual |
| 0 | 1 | \$21.03 | \$ 31,124.40 |
| 1 | 2 | \$21.43 | \$ 31,524.00 |
| 2 | 3 | \$21.82 | \$ 32,293.60 |
| 3 | 4 | \$22.22 | \$ 32,885.60 |
| 4 | 5 | \$22.61 | \$ 33,462.80 |
| 5 | 6 | \$23.01 | \$ 34,054.80 |
| 6+ | 7 | \$23.40 | \$ 34,632.00 |
| Long Service Increment: \$865.80 | | | |

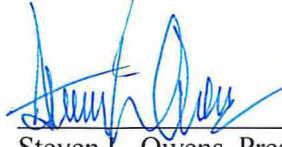
| 81F, 81H Full-Time Aide (8 Hours) | | | |
|--|-------------|---------------|-------------------------|
| 2022-2023 | | | |
| Years for Placement | Step | Hourly | Estimated Annual |
| 0 | 1 | \$15.10 | \$ 22,348.00 |
| 1 | 2 | \$15.71 | \$ 23,250.80 |
| 2 | 3 | \$16.33 | \$ 24,168.40 |
| 3 | 4 | \$16.94 | \$ 25,071.20 |
| 4 | 5 | \$17.55 | \$ 25,974.00 |
| 5 | 6 | \$18.17 | \$ 26,891.60 |
| 6+ | 7 | \$18.78 | \$ 27,794.40 |
| Long Service Increment: \$694.86 | | | |

In the above tables, “Years for Placement” refers to the total number of completed creditable years in the Transportation bargaining unit as defined in *Policies and Regulations* to qualify for placement on that step, unless otherwise noted in Article 16.

Annual salaries in the above tables are estimates based on the number of hours and contract days worked for the calendar year. These may vary depending on actual hours worked.



Shavonna Holman, 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:

Memorandum of Understanding

The District and the Union and will set meeting dates to study the impact of permanent seniority positions for all Transportation employees covered by this agreement with the same employment and start dates.