

**MAINTENANCE CRAFTS DIVISION
TERMS AND CONDITIONS OF EMPLOYMENT
Douglas County School District 0001
and
OPS Maintenance Crafts Group
2022-2023 and 2023-2024**

By this Agreement, dated 8/15/2022 by and between the Board of Education (Board) of Douglas County School District 0001 (the District), and the Maintenance Crafts Division (the Crafts Group), the parties do hereby agree as follows:

ARTICLE 1

1. "Employee(s)," as used herein, shall refer only to those persons represented in the negotiation of this Agreement by the Crafts Group and employed full-time in the Maintenance Crafts Division of the District.
2. "Policies and Regulations," as used herein, shall refer to the *Policies and Regulations of the School District of Omaha* as enacted by the Board and the District according to the laws of the State of Nebraska.
3. The titles and subheadings appearing in this Agreement are not a part thereof and neither the subheadings nor the sequence of the paragraphs may be used in its interpretation.

ARTICLE 2

Each and every provision of the *Policies and Regulations*, incorporated by specific reference herein, and made a part of this Agreement, shall be binding upon both parties hereto in their language as of the date hereof, throughout the term of this Agreement, notwithstanding that the District may act to change *Policies and Regulations* after the effective date of this Agreement. This provision shall mean that any of the *Policies and Regulations* not related to mandatory subjects of bargaining or other subjects contained within this Agreement, may be changed by the District and incorporated by reference to the employees covered by this Agreement. The District agrees that it shall comply with the negotiated agreement if the agreement is inconsistent with Board policy.

ARTICLE 3

The terms, conditions, and content of this Agreement shall be in effect for a period commencing August 1, 2022 and expiring July 31, 2024.

ARTICLE 4

Duly elected members of the Maintenance Crafts Division have been certified by the employees of the Maintenance Crafts Division as the exclusive bargaining agent for the employees in the Maintenance Crafts Division of the District. The Board has recognized elected members of this group as bargaining agents for the employees in this Division.

ARTICLE 5

1. All deductions required by law will be made from the salary or wages of each employee. At the present time, the following mandatory deductions are made:
 - Federal income tax withholding
 - State income tax withholding
 - Social Security tax withholding
 - Retirement plan contributions
 - Medicare Tax Withholding and
 - Wage garnishments (if applicable)
2. Any employee may, upon direct authorization by such employee, accepted by the District, request deductions for:
 - tax-sheltered annuities,
 - health and life insurance,
 - credit union,
 - Flexible spending accounts,
 - Retirement buybacks,
 - Omaha Schools Foundation,
 - Long-term care, and
 - United Way

ARTICLE 6

The hiring and employment of all employees shall be according to the procedures set forth in the *Policies and Regulations* and shall be without regard to race, color, religion, sex (including pregnancy), sexual orientation, national origin, disability, age, marital status, citizenship status, genetic information, gender identity, gender expression, veteran status, political affiliation, or economic status, or participation or nonparticipation in any labor organization, as set forth in the *Policies and Regulations*, the laws of the State of Nebraska, and the laws of the United States.

The management of the District has the right to hire, suspend, discharge for just cause, assign jobs, transfer employees, promote, reward, discipline, contract for services 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.

ARTICLE 7

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

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

b. Part-Time Employee

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

2. Definition of Duty Week and Duty Hours:

- a. Employees shall have a duty week of not less than forty hours as set forth in the *Policies and Regulations*. The regular work day shall consist of eight hours. Lunch period schedule shall be set at 30 minutes per work day wherever possible. In the event that an emergency requires that an employee remain on duty through the regularly scheduled lunch period, with the approval of the Chief Operations Officer of District Operational Services or designee, the employee shall be compensated.

Duty Hours of Employees

- b. The duty hours of all Craft employees shall be fixed by Chief Operations Officer of District Operational Services as the operation and maintenance of the system may indicate.

3. Overtime Compensation

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

4. Required Overtime for Emergency Duty

Compensation for a minimum of two (2) hours at time and one-half of the appropriate pay scale shall be paid to any employee required by an emergency to report for duty at any time other than the regularly scheduled time. An employee who is assigned emergency duty may work less than two (2) hours but shall be paid for the entire two (2) hours. If an emergency lasts longer than two (2) hours, the employee shall be compensated for actual hours worked.

This provision applies only to calls for return to duty made by the Chief Operations Officer of District Operational Services or the authorized representative.

5. In those crafts where a license is a condition of employment, any continuing education required to maintain that license shall be the responsibility of the employee. In the event the Board provides compensation for additional training to any covered employee, comparable compensation shall be provided to all covered employees for whom such training or continuing education is required.

ARTICLE 8

Holidays: When a holiday falls on a Saturday, the District observes it on the preceding Friday. If it falls on Sunday, the District observes it on Monday. In the years where Christmas Day and New Year's Day fall on a Thursday, Christmas Eve and New Year's Eve holidays will be celebrated on the Friday after and the Friday after New Year's Day. Employees must report to work and work their scheduled work day the day before and the day following the holiday to be eligible for a holiday to be paid, unless the absence is a vacation day preapproved by the Superintendent or his/her designee or eligible sick day or bereavement day.

Employees shall be entitled to the paid holidays as set forth in the *Policies and Regulations*. Those holidays are:

Labor Day, Thanksgiving Day, Thanksgiving Friday, the Day Before Christmas, Christmas Day, the Day Before New Year's Day, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Juneteenth and Independence Day.

ARTICLE 9

1. **Vacations:** Employees covered by the Agreement shall be entitled to vacations according to the following terms: as set forth in *Policy and Regulations*.
2. Vacations may be taken at any time during the year, provided that not more than one-half of the employees from any one craft shall be on vacation at any one time. The parties further agree that every effort shall be made to ensure that more than one-half of the employees of each craft shall be on duty throughout the year.
3. Vacation Payout. Employees covered by the Agreement will be able to cash out up to ten (10) vacation days per year. The employee may make only one (1) request per calendar year to cash out up to ten (10) days. Requests for payout are due annually to Human Resources by June 1. Once the payout has occurred, employees cannot rescind the request.

ARTICLE 10

The procedures for filling job openings in the Maintenance Crafts Division shall be as follows:

1. The District shall publish notice of all job vacancies and shall describe the qualifications required therefore.
2. Any qualified employee may apply for such job opening by submitting a written application.
3. Applicants must be able to provide sufficient evidence of training and experience, a minimum of five years, (Journeyman experience) for the position sought. For those crafts where a license is required, only persons holding a valid license will be considered.
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 District in the

maintenance craft required by the position in question. Seniority shall be defined as the total length of continuous service in the District and shall be districtwide, and shall date from the effective date of FULL-TIME employment. A record of full-time employment or re-employment dates shall be provided as of September 1, 1979, with the Crafts Group responsible for its maintenance thereafter. Any dispute of employment records shall be resolved by reference to official records of the Board.

5. 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. The salary of all probationary grades shall be set at the discretion of the Chief Operating Officer for District Operational Services.

The probationary period shall commence with the initial date of full-time employment or re-employment in the case of a former employee and shall extend for a period not to exceed 6 months. Probationary periods, regardless of their duration, shall end at the end of a regular pay period.

- b. **Employees Accepting Promotions or Otherwise Changing Assignments:** Those employees who have been employed on a full-time basis for a period exceeding two years and who are advancing to a higher salary grade and position involving greater responsibility shall not be required to serve a probationary period. Additionally, any change of assignment shall result in a change of salary grade commensurate with the newly assumed position. The pay adjustment shall become effective immediately upon the employee's assumption of the duties of the new position.
6. Any applicant not selected shall be entitled, upon request, to a personal interview at which time the applicant shall be advised of the reasons for non-selection.

ARTICLE 11

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

2. **Sick Leave:**

- a. Employees shall be entitled to sick leave as set forth in *Policies and Regulations*. Notwithstanding the provisions of *Policies and Regulations*, Employees covered under this Agreement who fall within Group B shall accrue 1.17 sick day per month, for a total of 14 sick days per year, until reaching a maximum accrual of 128 days. The employee's accumulated sick leave may be used for the illness of an immediate family member as defined in *Policy and Regulations*.

- b. **Payment for Accumulated Sick Leave:** Beginning with employees retiring during the 2005-2006 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 Employees' Retirement System, shall be paid or applied to provide supplemental retirement or post-retirement medical care benefits as follows:

1. The applicable dollar amount of the employee's unused sick leave shall be calculated as follows: 50% of the employee's contracted daily rate at the time of retirement or resignation, termination due to reduction-in-force, or death multiplied by the number of unused sick days, not to exceed the maximum days accumulation as defined in Section 2a of this Article.
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 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. In the event an employee becomes injured on the job, sick leave will not be used for the day of injury.
3. **Military Leave:** Employees shall be entitled to military leave as set forth in the *Policies and Regulations* and as provided for by the laws of the State of Nebraska and of the United States.
4. **Bereavement Leave:** Employees shall be entitled to bereavement leave as set forth in the *Policies and Regulations*, and as may further be provided 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, or similar relationship established by marriage and any other individual

who is a permanent resident in the employee's home) the Employee should give notice to the supervisor and Human Resources Department as soon as possible. Exceptions may be granted at the sole discretion of the Superintendent or his or her designee.

The District shall grant and excuse employees 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 Douglas County School District 0001 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 Douglas County School District 0001 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.*

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

Employees shall be required, thirty (30) days prior to their returning to the District, to give notice of his or her intentions regarding continued employment by the District.

7. **FMLA Leave:** Covered employees shall be entitled to leave provided by the Family and Medical Leave Act of 1993 as described in *Policies and Regulations.*
8. **Personal Leave:** Covered employees shall be entitled to leave as described in *Policies and Regulations.*

- a) Personal leave may be granted to a maximum of three days per year, one and a half day per semester for first year employees. Employees covered by the Agreement may cash out up to three (3) personal days per year. The employee may make only one (1) request per calendar year to cash out up to three (3) days. Requests for payout are due annually to Human Resources by June 1. Once the payout has occurred, employees cannot rescind the request.

Whenever possible, activities shall be scheduled after 3:00 p.m.

Personal leave may be granted in excess of three days, but when this is the case, loss of full pay will be required commencing with the fourth day of such leave.

- b) Personal leave cannot be requested during the first five student contact days or the last ten contracted days or on days immediately preceding or following a District observed federal or school holiday and/or recess period except for the following reasons. (Personal leave requested for these days for one or more reasons listed below must be done in writing on the appropriate form.):
- 1) A leave will be granted for an employee's wedding or a wedding of the parents, children, grandchildren or brothers/sisters of an employee. Wedding leave must begin no later than two working days following the actual wedding day.
 - 2) For legal arrangements which are related to the settlement of the estate of a relative.
 - 3) To comply with a court summons when it does not involve an instance where the employee has violated the law.
 - 4) To take a special examination administered by a university for an advanced degree program.
 - 5) To attend the funeral of a close friend.
 - 6) Absence of an employee resulting from mandatory preinduction physical examination requested by the Selective Service System.
 - 7) For legal proceedings requiring the attendance of a parent/legal guardian.
 - 8) To attend the graduation, ordination, or similar ceremony of an immediate relative. Immediate relative shall be interpreted to include the employee's spouse, parent, child, mother-in-law, father-in-law, brother, sister, son-in-law, daughter-in-law, grandparent, grandparent-in-law, grandchild, aunt, uncle, niece, nephew, or any other individual who is a permanent resident in the employee's home or for whom the employee has specific responsibility. Travel consecutive with the event will be allowed within the three-day personal leave provision.
 - 9) To close on a house which will be the primary residence of the employee, only if the closing cannot be scheduled outside normal duty hours.

ARTICLE 12

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

Grievances are complaints by an employee covered by a contract with the District via a negotiated agreement (a "covered employee") that a term or condition of said contract has been violated by the 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 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.

4. Should the aggrieved person so desire, the decision of the Superintendent may be appealed to the Board. Such a request should be sent to the Secretary to the Board 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 and should contain all information and evidence the aggrieved person wishes the Board to consider. The Board shall request all information and evidence the Superintendent wishes to submit in defense, which shall be submitted to the Board within twenty (20) days of receipt of the request from the Secretary to the Board. The Board 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 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 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:

1. All Board members may be present as fully participating members at any meeting of the Ad Hoc Committee. Accordingly, the Secretary to the Board shall notify all Board Members of each meeting of the Ad Hoc Committee.
2. 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.
3. It shall be the responsibility of the Secretary to the Board to obtain the presence of at least three Board Members for each meeting of the Ad Hoc Committee.
4. The date and time for Ad Hoc Committee meetings shall be arranged by the Secretary to the Board with the parties and the Board Members.

Each meeting of the Ad Hoc Committee shall be conducted by the President of the Board if the President is present. In the absence of the president, the Vice President of the Board shall conduct the meeting. In the absence of both the President and Vice President of the Board, the Secretary to the Board shall designate on a rotation basis another member of the Board 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 Secretary to the Board 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 Secretary to the Board.

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 Secretary to the Board 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 from a decision of the Ad Hoc Committee.

ARTICLE 13

1. Employee Medical-Hospitalization-Major Medical Insurance

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

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

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

For the 2022-2023 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 premium amounts for the District's Health Insurance Plan in the 2022-2023 contract year:

Health Insurance	Yearly	Monthly (12 month)
Employee	\$8,814.00	\$734.50
Employee and Children	\$12,977.88	\$1,081.49
Employee and Spouse	\$14,164.92	\$1,180.41
Employee, Spouse, and Children	\$17,751.96	\$1,479.33

In the event the District's health insurance plan deductible increases or decreases during the 2022-2024 Agreement, the parties agree the new deductible will be the closest deductible to the current deductible that provides same or similar coverage.

The District shall pay the following dollar amounts toward the health insurance plan selected by the employee for the 2023-24 contract year:

Health Insurance	Yearly	Monthly (12 month)
Employee	\$9,254.76	\$771.23
Employee and Children	\$13,626.72	\$1,135.56
Employee and Spouse	\$14,873.16	\$1,239.43
Employee, Spouse, and Children	\$18,639.48	\$1,553.29

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

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

Group Insurance Coverage

1. For the duration of this contract, a Group Health Insurance Re-opener Clause will exist. If the Board of Education changes the insurer, the objective and intent will be to maintain or improve employee coverage for similar or less cost than charged by the present insurer for the time period this Agreement is in force. If the bargaining unit ratifies a tentative agreement which specifies another health and accident insurance carrier, the Board will be held harmless relative to whether the new health and accident insurance carrier maintains or improves employee coverage.

2. **Group Term Life Insurance:** The District shall provide group term life insurance for employees in the amount of \$25,000.

Following completion of one month's continuous full-time employment, each new full-time employee shall be eligible to enroll for additional term life insurance with the employee paying the entire cost. No evidence of insurability will be required if enrollment is completed during this initial month of employment, or within 31 days of the date of eligibility. Insurance coverage will be effective the first of the month following date of enrollment. Premiums will be paid through payroll deduction.

The employee may choose an additional \$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 date 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 life insurance plan.

Those employees who retire after September 1, 1985, shall receive Basic Group Term Life Insurance coverage equal to that which was in force immediately prior to retirement. This coverage will be in effect until the retiree's 65th birth date.

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 of the employee and his or her dependents through a reduction in salary, and the District shall be authorized to reduce and withhold the required premiums from the employee's salary as a pre-tax contribution to the Flexible Benefit Plan.
4. **Long-Term Disability Program:** The District shall provide long-term disability benefits for employees incurring long illness. The benefit begins on the 91st calendar day following the date of disability. The program includes all full-time employees with 30 days of employment.

For those employees who become disabled after September 1, 1978, the amount of Social Security benefits to be coordinated with the Monthly Indemnity Benefit provided under the Long-Term Disability Plan shall be based upon the Social Security Benefit in effect on the date of the initial disability award.

Any subsequent changes in the Social Security law which result in an increase in Social Security benefits shall not be used to reduce the amount of Monthly Indemnity Benefit under the Long-Term Disability Plan.

Any change in dependent status after the date of the initial disability award will be considered in the computation of Social Security benefits payable, and the Monthly Indemnity Benefit payable under the Long-Term Disability Plan will be adjusted accordingly.

ARTICLE 14

The car allowance reimbursement for use of personal automobiles for approved school business shall be at the rate established by law.

ARTICLE 15

Long Service Increment:

For the 2022-23 and 2023-24 contract years only, employees shall receive a long service increment year as follows:

1. Each covered employee after ten (10) creditable years of full-time service in the District will receive a longevity provision equal to 2 1/2% 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. For all employees a creditable year is as defined in *Policies and Regulations*.

ARTICLE 16

Employees shall be included under any pension plan established by the District for the benefit of 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 17

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

ARTICLE 18

For the 2022-2023 and 2023-2024 contract years, the scheduled salaries to be in effect throughout the term of this Agreement shall be the salary schedules 50 A – F, and 50 I – L, and 87D.

Foreman pay for salary schedules 50 A – F and 50 I – L and 87D shall be an additional \$174.00 per pay period.

The parties acknowledge that the 2008-09 salary schedule of the prior contract between the parties was calculated upon eighty-three percent (83%) of the gross hourly wage schedule of the same crafts in the construction industry.

MAINTENANCE STAFF SALARY SCHEDULE

50A PAINTER 261 Days				
Year	Hourly	Monthly*	Annual**	LSI
2022-23	\$29.95	\$5,211.72	\$62,540.61	\$1,563.52
2023-24	\$30.85	\$5,368.07	\$64,416.83	\$1,610.42

50B CARPENTER 261 Days				
Year	Hourly	Monthly*	Annual**	LSI
2022-23	\$33.56	\$5,838.99	\$70,067.85	\$1,751.70
2023-24	\$34.56	\$6,014.16	\$72,169.89	\$1,804.25

50C BRICKLAYER 261 Days				
Year	Hourly	Monthly*	Annual**	LSI
2022-23	\$37.67	\$6,554.08	\$78,648.90	\$1,966.22
2023-24	\$38.80	\$6,750.70	\$81,008.37	\$2,025.21

50D STEAMFITTER 261 Days				
Year	Hourly	Monthly*	Annual**	LSI
2022-23	\$45.11	\$7,849.84	\$94,198.03	\$2,354.95
2023-24	\$46.47	\$8,085.33	\$97,023.97	\$2,425.60

50E ELECTRICIAN 261 Days				
Year	Hourly	Monthly*	Annual**	LSI
2022-23	\$44.54	\$7,749.47	\$92,993.67	\$2,324.84
2023-24	\$45.87	\$7,981.96	\$95,783.48	\$2,394.59

50F SHEETMETAL MECHANIC 261 Days				
Year	Hourly	Monthly*	Annual**	LSI
2022-23	\$41.96	\$7,301.42	\$87,617.07	\$2,190.43
2023-24	\$43.22	\$7,520.47	\$90,245.59	\$2,256.14

50I PLUMBER 261 Days				
Year	Hourly	Monthly*	Annual**	LSI
2022-23	\$44.14	\$7,679.58	\$92,154.92	\$2,303.87
2023-24	\$45.46	\$7,909.96	\$94,919.57	\$2,372.99

50J ROOFER 261 Days				
Year	Hourly	Monthly*	Annual**	LSI
2022-23	\$28.74	\$5,000.24	\$60,002.86	\$1,500.07
2023-24	\$29.60	\$5,150.25	\$61,802.94	\$1,545.07

50K GLAZIER 261 Days				
Year	Hourly	Monthly*	Annual**	LSI
2022-23	\$34.76	\$6,048.68	\$72,584.10	\$1,814.60
2023-24	\$35.81	\$6,230.14	\$74,761.62	\$1,869.04

50L FIRE ALARM SYSTEM INSTALLER 261 Days				
Year	Hourly	Monthly*	Annual**	LSI
2022-23	\$30.06	\$5,229.64	\$62,755.68	\$1,568.89
2023-24	\$30.96	\$5,386.53	\$64,638.35	\$1,615.96

TBD MACHINIST 261 Days				
Year	Hourly	Monthly*	Annual**	LSI
2022-23	\$41.96	\$7,301.42	\$87,617.07	\$2,190.43
2023-24	\$43.22	\$7,520.47	\$90,245.59	\$2,256.14

87D ELECTRONICS TECHNICIAN 261 Days				
Year	Hourly	Monthly*	Annual**	LSI
2022-23	\$30.02	\$5,224.26	\$62,691.16	\$1,504.09
2023-24	\$30.93	\$5,380.99	\$64,571.89	\$1,504.09

* Estimated monthly pay

** Estimated annual pay

For the 2022-23 and 2023-24 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 application of the increased employee health insurance contributions set forth in Article 13. The District shall calculate the difference between the increase in the annualized salary and the increased health insurance employee contributions set forth in Article 13 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.

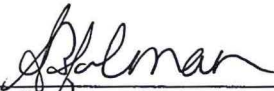
Long Service Increment (LSI) = 2.5% of Annual Salary

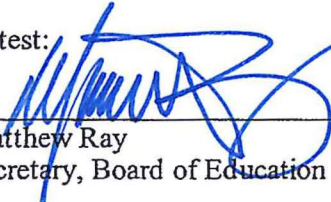
Annual salaries in the above tables are estimates based on the number of hours and contract days worked for the calendar year. These may vary depending on actual hours worked.

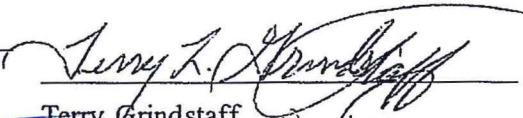
*** For the 2020-2021 contract year only, all schedule 87D employees long service increment shall be as indicated above. Employees placed onto this salary schedule (87D) prior to July 31, 2018 shall be grandfathered on a LSI which is higher than 2.5% of their estimated annual salary. New employees placed onto the 87D table after July 31, 2018 shall receive an LSI amount equal to 2.5% of the salary schedule. The grandfathered LSI amounts are listed in the table below:

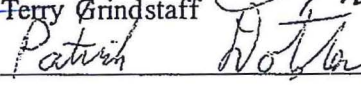
87D	Electronics Technician Grandfathered LSI
LSI	Annual
10 year	\$1,504.09
15 Year	\$3,008.18
20 Year	\$4,512.27
25 Year	\$6,016.36
30 Year	\$7,520.45

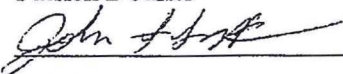
DOUGLAS COUNTY SCHOOL DISTRICT MAINTENANCE AND CRAFTS GROUP
0001


Dr. Shayonna Holman
President, Board of Education

Attest: 
Matthew Ray
Secretary, Board of Education


Terry Grindstaff


Patrick Dotzler


John Lang, II


Robert Ropell

Appendix: Vacation
From Policy No. 4007

Vacations:

Vacation is a benefit of employment with OPS which will be administered in keeping with the following policy. While employees are encouraged to utilize their vacation throughout the year, vacation may only be taken at a time or at times approved by the Superintendent or his or her designee. Employees must submit a vacation request form at least two weeks in advance whenever possible to their immediate supervisor. OPS strongly encourages that vacation requests be for a minimum of one-half day. Approval will be subject to OPS and department scheduling requirements and needs. Building Principals will generally not be permitted to take vacation while students are in school without prior approval of the Superintendent.

Full-time non-exempt employees may request to use accrued vacation time in a minimum initial increment of one hour with additional increments of not less than 15 minutes.

Eligibility

All regular full-time twelve-month employees of OPS who work 30 or more hours per week are eligible to receive vacation benefits. Upon employment, each Employee shall be assigned a vacation group. Employees are grouped as follows:

Group A -- Central office administrative staff, Middle and High School Principals, Middle and High School Assistant Principals, Directors, Coordinators, Supervisors, and any other staff designated by the Superintendent.

Group B -- All regular full time twelve-month employees who work 30 or more hours per week and who are paid on bi-weekly basis.

Monthly Accruals

Vacation days shall accrue per month at a rate using the employee's entitled annual allotment divided by the number of months employees work within the contract year. Once an employee has accrued the total number of vacation days allotted for the year, monthly accrual will cease until the next contract year:

Group A			
Years of Service	Days Accrued Each Month	Annual Max	Max Accrual
	2	23 days	28 days
Group B			
Years of Service	Days Accrued Each Pay Period	Annual Max	Max Accrual
Day 1-year 5	1	10 days	15 days
Years 6 – 15	1.25	15 days	20 days
Year 16-	1.34	16 days	21 days
Year 17	1.42	17 days	22 days
Year 18	1.5	18 days	23 days
Year 19	1.59	19 days	24 days
20 years or more	1.67	20 days	25 days

Each day of vacation pay accrued is equal to one day's wages for the Employee's regularly scheduled hours.

Maximum Accrual

Employees may carry over unused vacation from one school year to the next. However, an employee may only have a maximum vacation balance of five (5) days greater than the employee's annual vacation eligibility. Employees accrue vacation until they have reached the maximum number of days that can be accrued. Employees who are at the maximum shall no longer accrue vacation. Once the employee's vacation balance falls below the maximum, accrual shall commence again until reaching the maximum. OPS believes that all eligible employees should take time off away from work each year. If this practice is followed, the accumulation of days awarded should not reach the maximum limit.

Accrual During Leave of Absence

Any otherwise eligible employee who is on a Board approved leave of absence shall not accrue vacation while on a leave of absence.

Creditable Year

In order for a year of employment to count as a year of employment for calculation of vacation, the employee must be on duty the minimum number of days which qualify for a creditable year as defined in Policy 4034.

Payout on Separation from Employment

Accrued but unused vacation will be paid upon separation from employment.