

**Service Employees International Union
Local Chapter 226**

Building Services Employees

and

**The Board of Education
of
Westside Community Schools
District 66**

Agreement

2023-2025

**BUILDING SERVICES
WESTSIDE COMMUNITY SCHOOLS
AND
SERVICE EMPLOYEES LOCAL 226**

AGREEMENT

THIS AGREEMENT is made and entered into effective as of the 2nd day of October, 2023, by and between the SERVICE EMPLOYEES INTERNATIONAL UNION, Local No. 226, (hereinafter referred to as the "Union") and SCHOOL DISTRICT 66, DOUGLAS COUNTY, NEBRASKA (hereinafter referred to as the "District.") As used in this Agreement, "Contract Year" shall mean September 1 through August 31.

ARTICLE I RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining agent for all full-time custodian employees, including maintenance and grounds keepers but excluding supervisors, specifically the Westside High School Building Service Manager. Full-time employees are those who are provided forty (40) hours of work per week throughout the contract year and do not include employees who work less than full-time. All employees covered by this Agreement are hereafter referred to as "Employees."

ARTICLE 2 MANAGEMENT

The management and direction of the District and the direction of the work force, including the right to hire, suspend, or discharge for just cause, to assign jobs, to transfer employees within the District, to increase and decrease the work force, to determine the school calendar, hours of school, hours of work, and all other procedures necessary to provide for the education of the students of the District are invested exclusively in the Board of Education of the District, and the District specifically reserves all rights and prerogatives not abridged or delegated by this Agreement.

The District provides equal employment opportunities to all Employees and applicants for employment without regard to race, color, religion, sex, disability, national origin, age, or marital status in accordance with applicable federal, state, and local laws governing nondiscrimination in employment. This policy applies to all terms and conditions of employment including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absences, compensation, and training.

ARTICLE 3 HOLIDAYS

All Employees shall receive holiday pay on the following thirteen (13) holidays and in the following manner.

July 4

July 5

Labor Day

Thanksgiving

Friday following Thanksgiving

Friday during spring break

December 24

December 25

December 31

January 1

Martin Luther King, Jr. Day

Memorial Day

Juneteenth

When any of the above holidays falls on an Employee's regular work day, and such Employee does not work on that day, the Employee shall receive eight (8) hours straight time pay, provided, however, that in

order to be entitled to such holiday pay, an Employee must have worked his or her normally scheduled hours on both his or her scheduled Working Day immediately preceding the holiday and on his or her scheduled Working Day immediately following the holiday unless excused by the District for reason of illness or some other good cause. At the District's discretion, if the holiday falls on a day not normally worked, the Employee will either be given another day off or will be paid eight (8) hours straight time. Pay for hours not worked on holidays will not be considered hours worked in computing overtime pay.

ARTICLE 4 VACATIONS

All requests for vacation shall be submitted in advance of the requested dates to the Director of Custodial Services. Employees are entitled to two weeks (10 days or 80 hours) paid vacation during each of their first five Contract Years of employment beginning with September 1 immediately following their date of hire; shall be entitled to three weeks (15 days or 120 hours) paid vacation for each of the next ten Contract Years; and shall be entitled to four weeks (20 days or 160 hours) paid vacation for each Contract Year thereafter. New Employees are entitled to a pro-rated amount of vacation during their first partial Contract Year of employment. However, any Employee hired between September 1 and September 25 of any year shall be deemed to have been hired as of September 1 for purposes of determining the amount of vacation to which the Employee is entitled.

In the event of an employee's death, the amount of paid vacation to which that Employee would otherwise be entitled for the Contract year in which the death occurs shall not be pro-rated. In the event of any other voluntary or involuntary termination of employment of an Employee, the amount of paid vacation to which that Employee would otherwise be entitled for the Contract Year in which the termination occurs shall be pro-rated to the effective date of termination. In the event the Employee has already taken paid vacation in that Contract Year in excess of said pro-rated amount, the amount of the excess will be charged to the Employee at the Employee's hourly rate of pay in effect as of the effective date of termination, which shall be deducted from the Employee's final paycheck. In the event the Employee has taken paid vacation in that Contract Year in an amount totaling less than said pro-rated amount, the amount of the deficiency will be paid to the Employee at the Employee hourly rate of pay in effect as of the effective date of termination, which such amount shall be added to the Employee's final paycheck.

Paid vacation may be taken commencing one (1) day after the last day of the students regular school term in the spring of each year and ending no later than twelve (12) days prior to the commencement of the regular school term in the fall of each year. The preference for vacation periods as requested by the Employees shall be given every consideration in determining individual vacation periods. In the event of conflict, vacation shall be permitted wherever practicable according to seniority.

Paid vacation may also be taken during the school year when students are not in attendance on the following basis: (1) one Employee per building at each elementary, (2) two Employees at the middle school building, and (3) two maintenance and grounds and four custodial Employees at the high school building. Vacations for such Employees during student vacation times shall be approved on a rotating basis by seniority.

Employees assigned to buildings, which are not used for student instruction, may take vacations when students are in attendance at other buildings. With respect to all other Employees, paid vacation may also be taken when school is in session, limited to one day and one night Employee at WHS and one day and one night Employee at any given time on a District-wide basis.

Applications for vacation when school is in session may be submitted by September 1 of each year. In the event of any conflict in such vacation requests submitted by September 1 vacations shall be determined according to seniority. Employees may also submit applications for vacation when school is in session after

September 1. In the event of any conflict as to vacation requests received after September 1, vacations shall be determined in chronological order of application.

Unused vacation for any Contract Year may not be carried over into the next or any other succeeding Contract Year. Employees, however, may be otherwise compensated for any unused vacation up to a total of five (5) days for any Contract Year. However, if an Employee is unable to use his or her paid vacation because the Employee is off work due to an employment-related injury and is receiving workers compensation benefits, the District shall pay the unused paid vacation to the Employee in addition to any workers compensation and/or sick leave benefits the Employee is receiving.

ARTICLE 5 SICK LEAVE

Each Employee shall be entitled to a paid leave of absence of up to twelve (12) days per Contract Year for illness of the Employee, of which eight (8) days per Contract Year may be taken for illness of a member of the Employee's immediate family. Unused sick leave may be carried over and accumulated from one Contract Year to successive Contract Years up to a maximum of one hundred forty (140) days.

Each Employee is immediately credited with the twelve (12) days of sick leave on the first day of the Contract Year. New Employees hired after the first day of the Contract Year shall be immediately credited with a prorated amount of sick leave during their first partial Contract Year of employment.

In the event of an employee's death, the amount of paid sick leave to which that Employee would otherwise be entitled for the Contract year in which the death occurs shall not be pro-rated. In the event of any other voluntary or involuntary termination of employment of an Employee, the amount of paid sick leave to which that Employee would otherwise be entitled for the Contract Year in which the termination occurs (excluding sick leave accumulated from prior contract years shall be prorated to the date of termination. In the event the Employee had already taken paid sick leave in that Contract Year in excess of said prorated amount, the amount of the excess will be charged to the Employee at the Employee's hourly rate of pay as of the effective date of termination, which shall be deducted from the Employee's final paycheck. In the event the Employee had taken paid sick leave in that Contract Year in an amount totaling less than said prorated amount, the amount of the deficiency will be paid to the Employee at the Employee's hourly rate of pay as of the effective date of termination, which shall be added to the Employee's final paycheck.

After five (5) years of continuous service, any Employee whose employment is voluntarily or involuntarily terminated or in the event of their death, will be paid an amount equal to fifty percent (50%) of accumulated and unused sick leave attributable to Contract Years prior to the Contract Year, limited to one hundred forty (140) days, in which the termination or death occurs at the Employee's hourly rate of pay as of the effective date of termination or death.

If an Employee is off work because of an employment-related injury and is receiving workers compensation benefits and has available paid sick leave under this Article 5, the Employee may elect one of two alternates: (1) use his or her available paid sick leave hours or portions thereof which, when added to workers compensation benefits, will provide the Employee with full salary or (2) do not use his or her available paid sick leave and have the workers compensation constitute the only salary or benefits to be received by the Employee.

Employees may use up to two (2) sick days per year to be used for leave for the birth of a child by the non-child bearing spouse.

**ARTICLE 6
PERSONAL AND BUSINESS LEAVE**

PERSONAL/BUSINESS LEAVE

1. The Board of Education shall provide employee with one day (or two half-days) of paid personal/business leave per year to allow release from normal work hours.
2. Accumulation. After three years of employment, employee may carry forward unused days each year up to a total of three days to be used for personal or business reasons.
3. Procedure for use.
 - a. Requests for paid personal leave shall be submitted via email or hand-delivered to the Director of Building Services. Requests for approval shall be submitted one week prior to the date(s) requested for leave, unless, in the determination of the Assistant Superintendent for Human Resources and District Operations, an unforeseeable emergency circumstance exists. In cases of emergency, the Director of Building Services or the Assistant Superintendent of Human Resources and District Operations or the Building Administrator (Principal) has the authority to waive the pre-approval requirement.
 - b. Personal leave requests shall be considered in the order of receipt by the Director of Environmental Services.
 - c. The number of personal leave requests approved by the District shall not exceed five percent of the District's Building Services staff on any given contract day.
 - d. Unless, in the determination of the Assistant Superintendent for Human Resources and District Operations, an unforeseeable or extenuating circumstance exists, personal/business leave may not be taken during the first 5 student contact days of the contract year, or on the day immediately before or after holidays or breaks.

Employees will not be compensated for unused personal or business leave at the end of the Contract Year. Personal or business leave without pay may be granted in exceptional circumstances at the discretion of the Assistant Superintendent for Human Resources and District Operations.

**ARTICLE 7
BEREAVEMENT LEAVE**

Each Employee is entitled to paid bereavement leave of up to forty (40) hours in the event of the death of an Employee's parent, spouse, child, grandchild, sibling or designated life partner residing in the same household; up to four (4) days thirty two (32) hours in the event of the death of an Employee's grandparent, in-law (parent, sibling, child), or any person living in the Employee's household and for whose care the employee is responsible; and up to sixteen (16) hours per year in the event of the death of any other person. Additional hours of bereavement leave may be granted in the sole and absolute discretion of the Assistant Superintendent for Human Resources and District Operations, with any such additional hours to be charged against accumulated sick leave under Article 5 of this Agreement.

**ARTICLE 8
RELIGIOUS HOLIDAY LEAVE**

Each Employee is entitled to a paid leave not to exceed two (2) days in any Contract Year to participate or observe religious holidays if such participation or observance cannot be reasonably scheduled outside of the Employee's normal work hours.

**ARTICLE 9
ADOPTION LEAVE**

Each Employee is entitled to a paid leave of up to ten (10) days in the connection with the final adoption process of a child. This leave provision is intended to assist employees with the initial care of an adopted child when absence from work is required.

**ARTICLE 10
JURY DUTY**

Each Employee shall be granted a paid leave for federal and state jury duty or civic duty, except that the District may reduce the pay of an employee by an amount equal to Any compensation, other than expenses, paid by the court for the jury duty.

**ARTICLE 11
LEAVE OF ABSENCE FOR PUBLIC OR UNION OFFICE**

Employees with five (5) or more consecutive years of service shall be granted up to one (1) year leave of absence without pay for the purpose of holding public office or Union office. Upon return from leave, such Employee will be reinstated with full rights except that the Employee will be considered as having taken all holidays, vacations and sick leave while on leave of absence.

**ARTICLE 12
MILITARY LEAVE**

An Employee in the Military Service will have reinstatement rights, provided the Employee qualifies for the provisions of the existing laws pertaining to the reinstatement of veterans.

A veteran shall retain all vacation rights, except that the Employee will be considered as having taken vacations while in the service.

**ARTICLE 13
FAMILY AND MEDICAL LEAVES OF ABSENCE**

Eligible employees may take unpaid FMLA leave in accordance with, and subject to the terms and conditions of, Board Policy 4600, as amended from time to time.

**ARTICLE 14
INSURANCE AND PENSION**

Insurance will be provided in accordance with Exhibit "A" attached to this Agreement.

**ARTICLE 15
LONG TERM DISABILITY INSURANCE**

The District shall provide long term disability insurance to all Employees which will provide coverage at two-thirds of the Employee's monthly base salary and benefits upon the expiration of ninety (90) calendar days of continuous disability or, (at the option of the Employee) at the expiration of the Employee's accumulated paid sick leave if such accumulated paid sick leave of the Employee exceeds the ninety (90) days, based on the current policy provided the LTD insurance vendor. The Board of Education shall reimburse staff annually for long-term disability insurance premiums they paid during the year.

ARTICLE 16
HOURS OF WORK/OVERTIME COMPENSATION

As used in this Article 16, the Work Week shall be Monday through the following Sunday and the Work Day shall be from 2:00 a.m. to 1:59 a.m. the following day. Full- Time Employees are guaranteed forty (40) hours of work each Work Week and eight (8) hours of work each Work Day. All hours worked in excess of eight (8) hours in any Work Day or forty (40) hours in any Work Week shall be paid at the rate of time and one-half the Employee's regular rate of pay.

Each Employee shall be scheduled to work five (5) consecutive Work Days followed by two (2) consecutive Work Days off. Any Employee who works six (6) or seven (7) consecutive Work Days shall be paid at the rate of time and one-half the Employee's regular rate of pay.

A lunch break without pay of normally one-half (1/2) hour for each Employee will be given, and Employees may leave the building premises during this period if they so desire.

Employees shall be guaranteed a minimum of two (2) hours pay at the applicable rate, regardless of the amount of time actually worked, for any call-in, EXCEPT on holidays when Employees shall be guaranteed a minimum of four (4) hours pay at the applicable rate, regardless of the amount of time actually worked. "Call- in" shall mean any work by an Employee on a day the Employee is scheduled to be off of work and shall also mean any work by an Employee outside the Employee's scheduled hours of work that day, which is not immediately prior to or immediately after the Employee's scheduled hours of work that day.

Part-time employees, except when they work as seasonal or temporary employees, shall become full-time Employees governed by the terms of this Agreement if they work forty (40) hours per Work Week for five (5) consecutive Work Weeks when such work has been authorized in advance or was otherwise specifically scheduled by the District.

Overtime or work outside of any Employee's scheduled hours of work shall be assigned as follows. The District shall maintain a list at each building of those Employees who are willing to work overtime at the building to which they are primarily assigned and those Employees who are willing to work overtime at any building to which they are not primarily assigned. The list shall be established every six (6) months, in September and March, and the employee shall provide a contact phone number for the list. If the District requires overtime work or work by Employees outside their scheduled hours of work, it shall first offer the work, by seniority on a rotating basis, to those Employees on the list who are willing to work overtime or outside their scheduled hours of work at the building to which they are primarily assigned. If the employee has not responded within fifteen (15) minutes from the time of contact, the District shall move to the next person on the list. If no such Employee on that list accepts the work, the District may contact any Employee, without regard to seniority, on the list of Employees willing to work overtime or outside their scheduled hours of work at buildings to which they are not primarily assigned or, in the alternative, the District may offer the work to part-time employees or to third parties not regularly employed by the District.

Employees will be paid at the rate of time and one-half their regular rate of pay for hours worked on any holiday listed in Article 3 of this Agreement. Employees will be paid at the rate of time and one-half their regular rate of pay for hours worked on any scheduled vacation day of that Employee and for hours worked on Saturday or Sunday of the same Work Week of that Employee's scheduled vacation when the scheduled vacation includes the Friday of that Work Week.

Notwithstanding the foregoing, the District reserves the right to require Employees to work overtime or otherwise outside their scheduled hours of work when necessary for snow removal and in the event of emergencies. All such work outside the scheduled hours of work shall be paid at the rate of time and one-half the Employee's regular rate of pay.

The District reserves the right to require Employees to leave work after eight (8) hours on days they are called in early for snow removal or emergencies or to require the Employee to continue working until the end of the Employee's scheduled hours of work.

Overtime pay or premium pay under this Article 16 shall not be pyramided.

ARTICLE 17 DISCIPLINE AND TERMINATION

No Employee who has been employed for six (6) months or more shall be terminated or otherwise disciplined except for just cause. Just cause shall include but not be limited to insubordination, failure to complete or properly perform assigned tasks, tardiness, falsification of time records, absenteeism, theft or damage to property of the District or property of employees or students, smoking in school buildings or on school grounds, possession or consumption of alcohol in school buildings or on school grounds, sale of alcohol to minors, possession or sale of illegal drugs, harassment or threatening conduct towards students or District employees, arson, sexual assault, aggravated assault, manslaughter, murder, and any violation of policies of the Board of Education of the District. Discipline may include oral reprimand, written reprimand, suspension with pay, suspension without pay, and termination of employment. No disciplinary action will be taken unless and until the Employee is advised of the conduct for which the District is considering discipline and is given an opportunity to present his or her version of the facts. Should the employee choose to have a representative of the union present, the District will allow adequate time for the employee to contact a representative of the Union to attend the meeting with them. The Employee may file a grievance with respect to any disciplinary action in accordance with the terms of Article 18 of this Agreement. Employees who have been employed by the District for less than six (6) months may be terminated with or without cause, and such termination may not be grieved.

ARTICLE 18 GRIEVANCES

Any complaint, disagreement, or difference of opinion between the District and the Union or any Employee covered by this Agreement concerning the interpretation or application of the terms or provisions of this Agreement may be the subjects of a grievance. A grievance may be presented by any Employee, the Union, or the District. Any grievance shall be forfeited and waived by the aggrieved party if not first presented in accordance with the terms of this Article 18 within twenty (20) calendar days following the event giving rise to such grievance.

The union grievant shall first submit the grievance in writing to the Assistant Superintendent and District Operations or designee. The written grievance shall clearly set forth the issues and contentions of the grievant, specifying the article of the agreement and the exact wording of that article pertaining to the grievance. In the event the Assistant Superintendent and District Operations, or designee, does not satisfactorily resolve the grievance within one (1) week from the date it is presented in writing, the grievant may appeal the grievance to the Superintendent of Schools within two (2) weeks of the date the grievance was presented in writing to the Assistant Superintendent of Human Resources and District Operations. The Superintendent of Schools, or designee, shall make a determination as to the grievance within thirty (30) days from the date the grievance was presented in writing to the Assistant Superintendent of Human Resources and District Operations. The grievant may appeal the decision of the Superintendent of Schools within one (1) week to a three person Committee of the Board of Education of the District. The persons on the committee of the Board of Education for any grievance appeal shall be determined by the Board of Education and may not necessarily be the same for each grievance appeal. The committee of the Board of Education shall hear the grievance appeal and render a decision by majority vote within thirty (30) days of the appeal by the grievant.

Any party who is dissatisfied with the decision of the three person Committee of the Board of Education, such party may request arbitration by written notice to the other party 15 calendar days from the date of the Board of Education Committee's decision.

The arbitration proceeding shall be conducted by an arbitrator, to be mutually selected by the parties as soon as practical after the submission of written demand for arbitration. If the parties are unable to mutually agree as to the selection of an arbitrator within such time limit and either party continues to demand arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven arbitrators. Each party shall have the right to strike the first name and the other party shall then strike one name, with the same process being repeated so that the person remaining on the lists shall be the arbitrator.

There shall be no appeal from the arbitrator's decision. It shall be final and binding on the Union, the District, and on all Employees. Where an Employee elects to process a grievance without Union representation or assistance, the Union shall have the right, after the arbitrator has been selected, to intervene and become a party to the proceeding.

Authority of the arbitrator is limited to matters of interpretation or application of the express provisions of this Agreement, and the arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms or provisions of this Agreement. In the event the arbitrator finds that he or she has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case. The arbitrator shall be requested by the parties to issue his or her decision within thirty (30) calendar days after the conclusion of the hearing.

Parties selecting the arbitrator shall share equally the arbitrator's expense. Each party shall be responsible for compensating their own representatives and witnesses. If the arbitrator desires a record of the testimony, the parties shall share the cost of making such record equally, and each party shall pay the cost of any copies of the record requested by such party. If the arbitrator does not desire a record of the testimony, any party shall have the right to make a record of the testimony at its cost. The other party shall pay the cost of any copy of the record requested by such party, and the parties shall share equally the cost of a copy of the record for the arbitrator.

Neither the District nor the Union will attempt by means other than this grievance procedure to bring about a settlement of any issue; which is properly a subject for disposition through this grievance procedure.

ARTICLE 19
WAGES - for the Contract Years shall be as follows:

<u>Description</u>	<u>Shift</u>	<u>Category</u>	Raise of:		
			<u>22/23</u>	<u>23/24</u>	<u>24/25</u>
Building Custodian	First	1	20.16	20.82	21.50
Building Custodian	Second	1	20.42	21.08	21.77
Building Custodian w/additional Duties	First	1A	20.49	21.16	21.85
Night Relief Cust/Night Specialist	Second	1A	21.00	21.68	22.38
Elem. Head Engineer - Custodian (Below 80,001 sq. ft.)	First	2	24.63	25.43	26.26
Elem. Head Engineer - Custodian (80,001 + sq. ft) - Westbrook only	First	2	24.84	25.65	26.48
Swimming Pool Attendant (WHS)	First	3	21.65	22.35	23.08
Delivery Driver	Second	3	21.87	22.58	23.31
Special Assignment Custodian, Supply Clerk	First	3A	22.09	22.81	23.55
Special Assignment Custodian, Supply Clerk	Second	3A	22.40	23.13	23.88
CCC Hd. Engineer, Relief Engineer	First	4	25.62	26.45	27.31
CCC Hd. Engineer, Relief Engineer	Second	4	25.94	26.78	27.65
Special Assign. Engineer - Maint. w/Univ. Cert	First	4A	26.77	27.64	28.54
Special Assign. Engineer -Maintenance	First	4A	26.52	27.38	28.27
WHS Engineer - Maintenance w/Universal Cert	First	4A	27.01	27.89	28.80
WHS Night Engineer		4A	27.01	27.89	28.80
WHS Engineer - Maintenance	First	4A	26.52	27.38	28.27
WMS Hd Engineer - Custodian	First	4A	26.52	27.38	28.27
WHS Assistant Head Engineer - Custodian	First	4A	26.52	27.38	28.27
WHS Assistant Head Engineer - Custodian	Second	4A	26.77	27.64	28.54
Inside/Outside Maintenance w/CDL (if reqd.)	First	5	24.82	25.63	26.46
Inside/Outside Maintenance w/o CDL	First	5	24.24	25.03	25.84
General Systems Engineer w/Univ. Certification	First	6	28.57	29.50	30.46
General Systems Engineer	First	6	28.27	29.19	30.14
Carpenter w/Locksmith Certification	First	6	28.57	29.50	30.46
Carpenter w/Assoc. Degree in Bldng. Const.	First	6	28.57	29.50	30.46
Carpenter	First	6	28.27	29.19	30.14
Head Grounds w/CDL & Appl. License	First	6	28.57	29.50	30.46
Head Grounds	First	6	28.27	29.19	30.14
Painter	First	6	28.27	29.19	30.14
Mechanic General Maintenance w/ASE Cert	First	6	28.27	29.19	30.14
Preventive Maintenance Mechanic w/ Elec. Cntc. Lic	First	7	33.12	34.20	35.31
Preventive Maintenance Mechanic w/o Elec. Lic.	First	7	31.15	32.16	33.21
Electrician with Masters/Contractor License	First	7	35.23	36.37	37.55
Electrician w/o Masters/Contractor License	First	7	33.12	34.20	35.31

All employees who hold licensures or certifications the district determines to be relevant and beneficial to their current position, but not required by the current position, shall receive an additional \$0.30 per hour, per licensure or certification. These licensures or certifications can be held at the time of hire, or obtained while the employee is in the position.

For employees hired or moved into a position requiring a third grade engineer license on or after 9/1/23 for which they do not currently hold the required licensure or certification, the hourly rate of pay will be reduced by \$2/hour and shall have "without a Third Grade License" added to their position description until such

licensure or certification is obtained. Should the employee obtain the required licensure or certification within nine (9) months of the hire/move date, all hours worked from the time of hire/move shall be paid at the standard negotiated rate, with no \$2/hour reduction. In that event, the District shall process all back pay following verification of licensure or certification completion. Should the employee fail to obtain the required licensure or certification within eighteen (18) months of moving into the position, the employee shall be transferred to an unfilled lower paying position, if available, for which they hold all appropriate licensures or certifications. Should a position not be available, the employee will no longer be employed with the District in a full-time building service position.

"First Shift" shall be any scheduled hours of work starting not earlier than 5:00 a.m. and ending not later than 7:00 p.m., but shall not include hours worked prior to 5:00 a.m. or later than 7:00 p.m. by reason of snow removal or emergency. "Second Shift" shall be any scheduled hours of work, which does not meet the definition of First Shift. Employees who are regularly scheduled to work a Second Shift during the school year shall be paid Second Shift wage rates during the summer, regardless of whether they work a First Shift or a Second Shift.

An additional \$.28 per hour shall be paid to all employees who have completed five years employment with the District.

An additional \$.28 per hour shall be paid to all employees who have completed ten years employment with the District.

An additional \$.33 per hour shall be paid to all employees who have completed fifteen years employment with the District.

An additional \$.33 per hour shall be paid to all employees who have completed twenty years employment with the District.

An additional \$.33 per hour shall be paid to all Employees who have completed twenty-five years employment with the District.

An additional \$.38 per hour will be paid to all Employees who have completed thirty years employment with the District.

An additional \$.38 per hour will be paid to all Employees who have completed thirty-five years employment with the District.

The above Long-term Service Increments will go into effect for the hours on the pay period following the employee's applicable anniversary date and be paid in the following payroll.

ARTICLE 20 UNIFORMS

The District shall reimburse each fulltime Employee up to \$225 per year for uniform clothing and appropriate accessories purchased.

ARTICLE 21 SENIORITY

The District recognizes the principle of seniority on a District-wide basis in connection with vacations, layoffs, recalls, transfers, job openings, and promotions to a different job category, to the extent that where, in the judgment of the District, the qualifications, abilities, and work product of the Employees involved are

substantially the same.

The District shall provide a current seniority list to the Union every six months (September 1 and March 1) and at such other times as the Union may reasonably request.

In the event a job opening occurs by reason of transfer, death, retirement, or termination of employment, all Employees will be notified of the opening by posting on the bulletin board. The district will post all full-time jobs for five (5) days. The five (5) days will run from Monday to Friday and the district will provide one (1) day notice to the union prior to posting. In the event that Monday is a Building Service holiday, the posting will begin the first non-holiday weekday prior. In the event that Friday is a Building Service holiday, the posting will end the first non-holiday weekday after. Employees who have been awarded a job bid in the same category as the job opening during the last forty-five (45) days are not eligible to apply. All other employees may then apply for that opening by notifying the office of the Assistant Superintendent of Human Resources and District Operations in writing that he or she desires consideration for that job. The application so received will be considered in filling the opening in light of the statement of seniority principle stated above.

Within fourteen (14) days of the closing date of the application period, notice shall be published of the applicant selected for the position. Within a reasonable period of time not to exceed sixty (60) days, the Employee so selected shall move into the new assignment. The days of work for the job opening shall not be changed as long as the Employee receiving such new assignment continue in that position.

In the event the District changes the duties of a particular position beyond the job classification description or changes the regularly scheduled hours of work for a particular position by more than one hour, the Employee in that position shall have the opportunity to accept or reject the altered position. If the Employee rejects the altered position, it shall be put up for bid in the same manner as set forth above for other job openings and the Employee rejecting the altered position shall be assigned whatever position is vacated as a result of the bidding process. If no Employee bids the altered position, the Employee previously assigned to that position shall remain in that position.

The job bidding provisions of this Article shall not apply to temporary or periodic changes to duties or hours of work to cover for Employees who are off work because of vacation, illness, or other leave of absence, or to assist other Employees in connection with special events or programs at particular buildings.

In the event the District rehires an Employee whose employment was voluntarily or involuntarily terminated after exhaustion of all available sick leave and family and medical leave, the rehired Employee shall retain all seniority he or she had at the time of termination.

ARTICLE 22 ACTS IN VIOLATION OF LAWS OR ORDERS

Nothing in this Agreement shall be construed to require either party to act in violation of any state or federal law or any presidential order and, in the event such condition should arise, this Agreement should be considered modified to the extent necessary to comply with the law.

ARTICLE 23 MISCELLANEOUS

A separate bulletin board will be provided by the District for the Union to post notices pertaining to Union affairs. No scandalous nor defamatory material will be posted nor anything in the nature of a personal attack or anything critical of the District.

The District will pay the annual license fee for Third Grade Engineers. The District will pay the three-year license fee for the swimming pool attendant. The District will pay the ASC certification fees for the 5-year renewal. The District will pay the difference in the cost of a regular license and a CDL when the CDL is a requirement of the position. Any Employee may request that the District pay for the cost of continuing education pertinent to that Employee's job. The decision whether to pay the costs of such continuing education shall be within the absolute discretion of the District. Any Employee may request that the District pay for the cost of an additional license or certificates pertaining to their job. This request must be approved by the District before employee incurs any cost towards a new license or certificate. The decision whether to pay the costs of such license or certificate shall be within the absolute discretion of the District.

**ARTICLE 24
DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from the 1st day of September, 2023, to and including the 31st day of August, 2023, and shall thereafter continue in full force and effect from year to year unless either party desires to modify or terminate the Agreement or for financial reasons is compelled to terminate this agreement. Either party must provide written notice to the other party at least sixty (60) days prior to the date of requested termination of the agreement.

IN WITNESS WHEREOF, the parties hereto have here under caused this instrument to be executed on the 2nd day of October, 2023.

SCHOOL DISTRICT 66, DOUGLAS COUNTY, NEBRASKA

By


President, Westside Community Schools Board of Education

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL NO.226

BY


Title Vice President

Exhibit A

A. HEALTH INSURANCE

1. Coverage. The Board of Education shall make health insurance available to building service staff. Such coverage shall be equal to the Health Insurance provided to certificated staff.
2. Premiums.
 - a. The Board of Education shall pay 100 percent of each building service staff member's individual health and dental insurance premiums. For building service staff members hired on or after 9/1/2021, the Board of Education shall pay 75 percent of dependent health insurance premiums.
 - b. After a Building services staff member has completed two years (if hired prior to 9/1/2021) or three years (if hired on or after 9/1/2021) of full-time equivalent service with the District, the Board of Education shall pay 100 percent of said staff member's family health premiums, and 100 percent of said staff member's individual dental premiums, provided said staff member qualifies for such coverage and meets the minimum participation requirements of the Wellness Program as outlined in section 3.
 - c. In cases of married couples who have each achieved two years (if hired prior to 9/1/2021) or three years (if hired on or after 9/1/2021) of full-time equivalent service in the District, the Board of Education shall pay 100 percent of said couples' family health premiums OR 100 percent of said staff members' individual health and dental premiums. The Board of Education shall pay 100 percent of said couples' family dental premiums provided each of the said staff members qualify for 100 percent district paid family health premiums based on provisions b above. An employee whose spouse is also employed by the district may have no more than either two (2) single coverages or one (1) family coverage if all other conditions for health insurance are met.
 - d. Determinations regarding eligibility for coverage shall be in accordance with terms and conditions of the applicable insurance policies.

3. Wellness Program:

- a. Minimum participation requirements for staff members eligible to receive full District paid family health insurance premiums shall be determined by the wellness committee annually.
- b. Minimum participation requirements must be completed by November 30th.
- c. If said staff member has not met the minimum participation requirements by November 30th, said staff member will be deducted 15% of the monthly health insurance premium cost associated with spouse/dependent coverage (the District will continue to pay the full premium amount for employee only). This deduction will occur through the following calendar year, January thru December.
- d. The District and the District's agent(s) shall maintain the confidentiality of all private health information in accordance with applicable federal, state, and local laws. The District will not receive specific results from any biometric screening test.

B. TERM LIFE INSURANCE

1. The Board of Education shall provide and pay for term life insurance in the benefit amount of \$60,000 for each building service staff member.
 - a. The Board of Education shall make additional term life insurance (up to \$125,000 in increments of \$25,000) available for purchase by individual building service staff members, the premium for which the Board of Education shall deduct from the pay of the staff member. Such offering shall be contingent upon employees meeting the percentage of participation required by the insurance company.
 - b. The percentage of participation and the rate of premium shall be designated by the present term life insurance carrier