

**Service Employees International Union
Local Chapter 226
AFL-CIO**

Nutrition Services Employees

and

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

Agreement

~~2023-24~~ 2026-27 through ~~2025-26~~ 2028-29

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

This Agreement dated this ~~12 day of June, 2023~~ **24 day of August, 2026** by and between the Board of Education of Westside Community Schools (hereinafter referred to as the “District”) and Service Employees Local Union 226 affiliated with AFL-CIO (hereinafter referred to as the “Union”), the parties do hereby agree as follows:

ARTICLE 1 RECOGNITION

The District recognizes the Union as the sole and exclusive collective bargaining representative for a unit of Employees as certified by the Nebraska Commission of Industrial Relations on June 11, 1999.

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 absence, attendance, compensation, and training.

ARTICLE 3 HOLIDAYS

All Employees covered in this agreement shall receive pay on the following holidays, in the following manner.

Full-time Forty Hours Per Week/Twelve Month Employees: Independence Day **and one (1) additional day associated with the District's Fourth of July observance**, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, the Friday of spring break week, December 24, December 25, December 31, New Year's Day, Martin Luther King, Jr. Day, Memorial Day, and Juneteenth

Ten Month Employees: Labor Day, Thanksgiving, the Friday following Thanksgiving Day, December 25, December 31, and New Year's Day

When a paid holiday falls on an Employees' regular work day, and such Employee does not work on that day, the Employee shall receive straight time pay for the number of hours worked during a normal work day. 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-and immediately following the holiday, unless excused by the District for reason of illness; for an emergency, or some other good cause. If the holiday falls on a day not normally worked, the Employee will either be given another day off or will be paid straight time pay for the number of hours worked during a normal work day. Pay for hours not worked on holidays will not be considered hours worked in computing overtime pay.

ARTICLE 4 VACATIONS

Full-time Forty Hour Per Week/Twelve Month Employees are entitled to two weeks (10 days, 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, 120 hours) paid vacation for each of the next ten Contract Years; and shall be entitled to four weeks (20 days, 160 hours) paid vacation for each Contract Year thereafter, New Employees are entitled to a prorated amount of vacation during their first partial Contract Year of employment. However, Employees 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 prorated. 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 prorated to the effective date of termination. In the event the Employee has already taken paid vacation 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 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 prorated 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.

All requests for vacation shall be submitted to and approved by the Director of Nutrition Services in advance. Preference for vacation time as requested by the Full-time Forty Hour Per Week/Twelve Month Employees shall be given every consideration. In the event of conflicts, vacation shall be permitted wherever practical according to seniority.

Unused vacation for any Contract Year may not be carried over into the next or any other succeeding Contract Year. Employees will not be otherwise compensated for any unused vacation for any Contract Year. However, if a Full-time Forty Hour Per Week/Twelve Month 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.

Full-time Forty Hour Per Week/Twelve Month Employees will be granted one additional day of vacation, or compensation for one additional day, for a perfect work attendance record. A perfect

work attendance record can be achieved by showing no absence from expected duty time. Employees on bereavement leave or leaves of absence for jury duty will not be counted as absence from duty.

ARTICLE 5 PAID LEAVE

After 60 ~~working~~ **calendar** days of service, all Employees with the exception of Full-time Forty Hour Per Week/Twelve Month Employees shall be entitled to a paid leave of absence up to ~~seven (7)~~ **eight (8)** days (based on the number of hours normally worked) per Contract Year for illness of the Employee, of which ~~four (4)~~ **five (5)** days per Contract Year may be taken for illness of a member of the Employee's immediate family or designated life partner residing in the same household. Unused paid leave may be carried over and accumulated from one Contract year to successive Contract Years and accumulated from year to year up to ~~90~~ **100** days. ~~Anyone with over 90 days on October 1, 2014, will be grandfathered.~~

ARTICLE 6 SICK LEAVE

This Article 6 pertains only to Full-time Forty Hour Per Week/Twelve Month Employees. Employees shall be entitled to sick leave of up to twelve (12) days per Contract Year for illness of the Employee, of which five (5) 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 up to ~~one hundred ten (110)~~ **one hundred fifteen (115)** days.

Each Full-time Forty Hour Per Week/Twelve Month 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 prorated. In the event of any other voluntary or involuntary termination of employment of an Employee, the amount of 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 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 Full-Time / 12- Month 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 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 sick leave, the Employee may elect one of two alternates: (1) use his or her available 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 sick leave and have the workers compensation constitute the only salary or benefits to be received by the Employee.

ARTICLE 7 PERSONAL LEAVE

All Employees are expected to be in attendance daily. Effort should be made to plan leave during scheduled breaks and vacation. This Paid-Leave provision is provided for Employees to allow them release from normal work hours. Staff should review the following lists of reasons to determine whether their request complies with these guidelines before requesting personal/business leave.

PERSONAL/BUSINESS LEAVE

1. The Board of Education shall provide employees with the following paid personal/business leave per year to allow release from normal work hours.
 - Full-time Forty Hour Per Week/Twelve Month: one day (or two half-days)
 - All other employees: two days (based on the number of hours normally worked)
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. Use of these leave days will not count against employees' perfect attendance calculation.
3. Procedure for use.
 - a. Requests for paid personal leave shall be submitted via email to the Director of Nutrition Services. Requests for approval shall be submitted three weeks 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.
 - b. Personal leave requests shall be considered in the order of receipt by the Director of Nutrition Services.
 - c. The number of personal leave requests approved by the District shall not exceed five percent of the District's Nutrition 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 15 or last 15 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 Director of Nutrition Services.

ARTICLE 8 BEREAVEMENT LEAVE

Each Employee is entitled to paid bereavement leave of up to five (5) days based on normal work 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 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 Employee is responsible; and one (1) day per year in the event of the death of any other person. Additional days of bereavement leave may be granted in the sole and absolute discretion of the Assistant Superintendent for Human Resources and District Operations. ~~All Bereavement Leave days taken under the "any other person" designation will be charged against available paid leave days and charged against perfect attendance.~~ All bereavement leave must be taken proximate to the services for the deceased. **Leave can be taken beyond the proximate period at the absolute discretion of the Assistant Superintendent for Human Resources and District Operations.**

ARTICLE 9 RELIGIOUS HOLIDAY LEAVE

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

ARTICLE 10 ADOPTION LEAVE

Each Employee is entitled to a paid leave of up to ten (10) days based on normal work hours in the connection with the adoption of a child.

ARTICLE 11 JURY DUTY

Each Employee shall be granted a paid leave based on normal work hours 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 jury duty.

ARTICLE 12 LEAVE OF ABSENCE FOR PUBLIC OR UNION OFFICE

A total of forty (40) hours per year shall be available to designated members of the union for the purpose of attending conferences or union activities, with confirmation of the conference or activity from the union office required. Prior approval by the Director of Nutrition Services will be required. The union will reimburse employees for all hours utilized for this purpose.

ARTICLE 13 MILITARY LEAVE

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

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

ARTICLE 14 FAMILY 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 15 PENSION

The Nebraska Public Employees Retirement System establishes the rules for eligibility in the pension plan. Members of the NPERS automatically make the contribution to the retirement account from each paycheck at the state required contribution rate. Information booklets are available from the District Human Resources Office or the Nebraska Public Employee Retirement System, 1526 K Street, Suite 400, P.O. Box 94816, Lincoln, Ne. 68509 (1-800-245-5712)

ARTICLE 16 FULL-TIME - PART-TIME EMPLOYEES

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

- a. **Full-Time Forty-Hour Per Week/Twelve Month Employee.**
For the purpose of this Agreement a Full-Time Forty Hour Per Week/Twelve Month Employee shall be defined as a person who has been scheduled to work 40 hours per week and is employed for twelve months per year.
- b. **Full-Time Employee.**
For the purpose of this Agreement a Full Time Employee shall be defined as a person who has been scheduled to work 30 hours per week or more during the regular school term.
- c. **Part-Time Employee.**
A Part-Time Employee shall be defined as one scheduled to work less than 30 hours per week during the regular school term.
- d. **Duty Hours.**

Employee duty hours will be set by the Director of Nutrition Services based on the needs of the program in each building. ~~Days of school closing due to weather conditions or other occasions, whereby the food service operations are closed shall not be included as paid days unless Nutrition Service Employees have been instructed by the administration to report for work.~~

e. Inclement Weather Days:

~~Days of school closing due to weather conditions or other occasions, whereby the food service operations are closed shall not be included as paid days unless Nutrition Service Employees have been instructed by the administration to report for work~~

- Employees other than full-time, 12-Month will have the following options:
 - Completing the district provided training modules to receive their pay for their regularly scheduled hours.
 - Use available paid time off
 - Receive no pay for the day
- Full-Time Forty-Hour Per Week/Twelve Month Employee will have the following options:
 - Work a minimum of five (5) hours, and receive up to three (3) hours of paid miscellaneous time, not to exceed eight (8) hours total.
 - Report for less than five (5) hours:
 - Use their own available paid time to reach the eight (8) hours of scheduled time
 - Receive no additional pay beyond the time worked
 - Do not report to work, per approval of the administration
 - Use available paid time off
 - Receive no pay for the day
 - If instructed to not report to work by the Director of Nutrition Services:
 - Receive eight (8) hours paid of miscellaneous time.

2. Lunch Periods.

- a. Lunch periods shall be established for each food service facility so as to allow each employee employed for 6 hours or more each day an uninterrupted 30 minutes to eat lunch.
- b. Snacking at any time during the preparation or serving process is strictly prohibited and shall be grounds for disciplinary action including termination.
- c. Employees may leave the building and grounds during their lunch period but may not leave the building or grounds at any other time during the workday unless it is work-related and pre-approved by supervisor.

3. Overtime Compensation.

- a. Employees shall be compensated at the rate of time and one-half for any hours over forty hours worked in any one week.

- b. On those occasions when overtime assignments must be assigned, effort will be made to equalize the opportunity for employees to receive overtime.

4. Required Overtime for Emergency Duty.

Compensation for a minimum of ~~two (2)~~ **four (4)** hours at the individual's appropriate pay scale shall be paid to any Employee required by an emergency to report for duty at any time other than the regularly scheduled time.

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

5. Serve-Safe:

Managers must pass Serve Safe training within 1 year of becoming a manager. Training is paid for by district. If an employee fails the test they may take once more (paid for by district). After two fails, the employee may not hold a management position. If employee leaves within 1 year of taking the test, employee must reimburse the district 50% of the cost of the class.

ARTICLE 17 DISCIPLINE AND TERMINATION

All new Employees may have an evaluation prior to sixty (60) working days of employment. No Employee who has been employed for sixty (60) working days 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 sixty (60) working days 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 subject 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 grievant shall first submit the grievance in writing to the Assistant Superintendent for Human Resources and District Operations. The written grievance shall clearly set forth the issues and contentions of the grievant. In the event the Assistant Superintendent for Human Resources 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 for 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 for 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 people 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 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

NUTRITION SERVICES

WAGE SCHEDULE FOR 2023-2026 **2026-2029**

		Percent Increase:						
CATEGORY LISTING	HRS	22/23 Rate	23/24 Rate	24/25 Rate	25/26 Rate	26/27 Rate	27/28 Rate	28/29 Rate
WHS Assistant Manager *	8.0 / Note (A)	19.37	20.14	20.95	21.79	22.63	23.50	24.40
WHS Assistant Manager	FT/40/12					22.63	23.50	24.40
Head Cook	7.50	17.56	18.26	18.99	19.75	20.51	21.30	22.12
WMS Kitchen Manager*	8.0 / Note (A)	20.44	21.26	22.11	22.99	23.88	24.80	25.75
WMS Kitchen Manager	FT/40/12					23.88	24.80	25.75
Baker	6.0+	15.39	16.04	16.65	17.34	17.98	18.67	19.39
Elementary Kitchen Manager*	5.5+ / Note (A)	18.41	19.15	19.91	20.71	21.51	22.34	23.20
Elementary Kitchen Manager	FT/40/12					21.51	22.34	23.20
Kitchen Assistant II	5.5+	15.27	15.88	16.52	17.18	17.84	18.53	19.24
Kitchen Aide II	0.0 - 5.0	15.06	15.66	16.29	16.94	17.59	18.27	18.97
Delivery Driver / Maintenance (no C.D.L Reg.)	FT/40/12	22.70	23.61	24.55	25.53	26.51	27.53	28.59
Substitute Manager	5.0+	16.57	17.23	17.92	18.64	20.36	21.14	21.95
Kitchen Production Assistant *	5.0+ / Note (A)	16.57	17.23	17.92	18.64	19.36	20.11	20.88
Kitchen Production Assistant	FT/40/12					19.36	20.11	20.88
Part-Time Driver		16.86	17.53	18.24	18.97	19.70	20.46	21.25
* Note (A): for items below, all positions listed are as defined by Article 16								
23/24: Four (4) Full Time or Part Time Kitchen Production Assistant positions will be converted to Full Time Forty Hour Per Week/Twelve Month Employee positions.								
24/25 and 25/26: At the District's discretion, each year up to two (2) *At the discretion of the Assistant Superintendent of Human Resources and District Operations, 10 Month Full Time or Part Time positions may be converted to Full-Time Forty-Hour Per Week/Twelve Month Employee positions.								
** When a position is converted, that position will be treated like a new position, and will be open for applications or expressions of interest per Article 21. Any positions previously converted will not be "open to bid" until the individual currently holding the position leaves.								

Additional Recognition

- All employees with SNA certification will receive an additional \$.50 per hour
- Long Term Service Increments will be provided to employees after 5, 10, 15 and 20 years of service. Long-term Service Increments will go into effect the next pay period clocking cycle after the employee's applicable anniversary date and will be paid according to that pay cycle schedule. An additional amount per hour will be paid based on the following years of employment with the District:
 - Five years: \$0.30
 - Ten years: \$0.35
 - Fifteen years: \$0.40
 - Twenty years: \$0.45
- Elementary Kitchen Manager = All services less baking and slicing
- ~~Substitute Manager will receive the appropriate manager rate after 7 days of continuous service in the manager position~~
- A shift differential of \$.10 per hour for Kitchen Assistants working evenings and weekends
- Pay rates will be maintained for all employees working in summer programs.

- When employees are assigned to intermittent duties which are paid at a higher pay rate, the employee may clock at the higher rate while completing those intermittent duties.
- The Board of Education shall continue to pay for the income protection program currently in effect by reimbursing employees annually for LTD premiums they paid during the year (applies to FT/12-month/40 only).

ARTICLE 20 UNIFORMS

Article 20 applies to all employees. For the safety of employees as well as students and other staff, Employees shall be expected to dress appropriately for work based on the following requirements:

Apparel required under governmental health guidelines that include:

- 1) District issued garment, i.e. chef coat or polo shirt which must be worn on the serving line
- 2) Approved hat, hair restraint or head covering
- 3) Nutrition Services shirts, Westside Logo shirts, or solid Red, Black, or White shirts (without embroidery or appliques) to be worn under chef coat or during prep time.
- 4) White, red, black or khaki pants, split skirts, and capris. They must be clean, free of holes and well fitted. Chef pants are allowed.
 - Slip resistant shoes are required.
 - Fingernails must be trimmed and clean. Long, false, acrylic or polished fingernails are not permitted.
 - Jewelry such as long dangling earrings, rings or loose fitting watches and bracelets are not permitted.
 - Each PT and FT employee will receive two (2) new Nutrition Services garments per year.
 - Additional Nutritional Services garments may be purchased by employees at cost.

After one year of employment all PT and FT employees shall receive ~~\$100.00~~ **\$150.00** for miscellaneous clothing reimbursement. The District shall reimburse each FT/40/12 employee up to ~~\$175.00~~ **\$225.00** per year for clothing. All workers including drivers shall conform to a uniform dress code.

ARTICLE 21 SENIORITY

The district recognizes the principle of seniority on a District-wide basis in connection with, 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. When any position above entry level becomes available, the position will be posted so that all employees will have five working days to communicate their interest in these positions to the Director of Nutrition Services.

ARTICLE 22 MISCELLANEOUS

The school district will reimburse tuition costs incurred by employees who take the School Nutrition Association certificate training and complete it successfully.

The District has the prerogative to combine positions in order to create Full-Time Forty Hour Per Week/Twelve Month positions or to separate positions so created.

Upon request of the Union Steward, he/she shall be notified and provided the opportunity **to speak during the department start-of-the-year meeting**, to be present during the new employee orientation process, and ~~will be~~ provided an opportunity to communicate with new employees. Upon request of the union steward, he/she shall also be notified of any new employees and shall have the opportunity to meet with new hires during off duty hours.

A separate bulletin board will be provided by the district for the Union affairs in all kitchen work spaces. No scandalous nor defamatory material will be posted nor anything in the nature of a personal attack or anything critical to the district.

Any Employee may request that the District pay for the cost of an additional license or certificates pertaining to their job. The District may also request that an employee obtain a particular certification or training. 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 23

MILEAGE REIMBURSEMENT

When an employee is required to travel to another site during their workday or as part of assigned duties, such employee shall be reimbursed at the standard rate determined by the district.

ARTICLE 24

INSURANCE

For the contract years, the Health Insurance shall be the current health insurance carrier of the district approved for all other Employee groups matching the deductible and/or plan available to other district employees.

The District shall provide Full-Time Forty Hour Per Week/Twelve Month Employees with Health & Dental insurance as identified in Exhibit "B" attached hereto.

In addition, each employee who is employed thirty or more per week (twenty-five hours per week if hired before 9/1/16) shall be eligible to participate in the Health and Dental insurance provided by the district subject to the following conditions: (1) The district shall pay one-half of the premium for single coverage provided the eligible employee elects participation and agrees to pay and does pay, the remaining one-half of the premium; (2) Premium payments from employees shall be deducted in equal installments monthly from September through June. See also Exhibit "A".

~~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.

ARTICLE 25 PARKING

The bargaining unit Employees shall be provided parking facilities at no cost to the Employee at the facility where they are performing services.

ARTICLE 26 DURATION OF AGREEMENT

This Agreement shall be in full force and effect from the 1st day of September, ~~2023~~ 2026, to and including the 31st day of August, ~~2026~~ 2029, 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 there under caused this instrument to be executed on the ~~12 day of June, 2023.~~ 24 day of August, 2026

SCHOOL DISTRICT 66
DOUGLAS COUNTY, NEBRASKA

SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL NO.226, AFL-CIO

Negotiation Representative

Negotiation Representative

President - Board of Education

Exhibit "A"

The following program of insurance shall be provided to all Nutrition Service Employees who are employed at least thirty hours per week (twenty-five hours per week for those hired before 9/1/16), subject to Article 24 of this Agreement:

1. The Board of Education will pay up to 50% of the single premium per year to provide single coverage health for the contract year(s). For the contract year(s) the Health Insurance shall be the current health insurance carrier of the district approved for all other Employee groups matching the deductible and/or plan available to other district employees.
2. The Board of Education will pay up to 50% of the single premium per year to provide Family Health Insurance for the contract year(s) provided that each Nutrition Service Employee qualifies for family coverage pursuant to the terms of the insurance contract. For the contract years the Health Insurance shall be the current health insurance carrier of the district approved for all other Employee groups matching the deductible and/or plan available to other district employees.

It is further provided that, at the time that a Nutrition Service Employee qualifies and elects to apply single premium coverage to full family coverage as herein provided below, that employee shall have the responsibility to notify Human Resources.

3. The Board of Education shall provide and pay for term life insurance in the benefit amount of \$25,000 for each of the following positions: Westside Middle School Manager and all Elementary Managers.

* Additional term life insurance in the amount of up to \$125,000, may be purchased by the employees, and the premium therefore will be deducted from the pay of the employee; provided that the percentage of participation required by the insurance company is met by the employees. The percentage of participation and the rate of premium shall be designated by the present term life insurance carrier.

Exhibit “B”

The following program of insurance shall be provided to all Full-Time Forty Hour Per week/Twelve Month Employees, subject to Article 24 of this Agreement:

1. The Board of Education will pay 100% of the premium per year to provide single coverage health and accident insurance for the contract year(s). For the contract years the Health Insurance shall be the current health insurance carrier of the district approved for all other Employee groups matching the deductible and/or plan available to other district employees.
2. The Board of Education will pay 100% of the premium per year to provide family coverage for health and accident insurance for the contract years provided that each Full-time Forty Hour Per Week/Twelve Month Nutrition Service Employee has completed three (3) years of employment as a Nutrition Service Employee in the district (one year of employment if hired before 9/1/16) and provided that each Nutrition Service Employee qualifies for family coverage pursuant to the terms of the insurance contract. For the contract years the Health Insurance shall be the current health insurance carrier of the district approved for all other Employee groups matching the deductible and/or plan available to other district employees. An employee whose spouse is also employed by the district may have no more than either 2 single coverages or 1 family coverage if all other conditions for health insurance are met.

It is further provided that, at the time that a Nutrition Service Employee qualifies for full family coverage and elects to apply for family coverage that the Nutrition Service employee shall so notify Human Resources.

3. In the event that a Nutrition Service Employee has not completed three years of employment in School District 66 and further that more than one member of that employee's family is employed by District 66, an allowance for dependent coverage equal to the sum of the cost of their single premium coverage may be applied toward the payment of the premium for family coverage.
4. The Board of Education shall provide and pay for term life insurance in the benefit amount of \$50,000 for each Full-Time Forty Hour Per Week/Twelve Month Nutrition Service employee. *
5. The Board of Education shall continue to provide any pay for the income protection program presently in effect.

* Additional term life insurance in the amount of up to \$125,000 may be purchased by the employees, and the premium therefore will be deducted from the pay of the employee; provided that the percentage of participation required by the insurance company is met by the employees. The percentage of participation and the rate of premium shall be designated by the present term life insurance carrier.