

**FAMILY SUPPORT WORKERS  
NEGOTIATED AGREEMENT  
Douglas County School District 0001  
and  
Service Employees Local Number 226  
2026-2027**

By this Agreement, dated June 15, 2020 by and between the Board of Education of Douglas County School District 0001 (the District), and Service Employees Local Number 226 (the Union), the parties do hereby agree as follows:

**ARTICLE 1**

1. "Covered Employee(s)," as used herein, shall refer to those full-time Family Support Workers of the District who met the conditions of, and who are described within Article 4, Section 1 of this Agreement.
2. "Union," as used herein, shall refer to Service Employees Local 226. Union was duly certified by the covered employees of the School District in 2023, as the exclusive bargaining agent for the covered employees.
3. "Policies and Regulations," as used herein, shall refer to the *Policies and Regulations District* in effect at the date of the commencement of this Agreement as enacted by the Board according to the laws of the State of Nebraska.
4. "Seniority" shall be defined as the total length of continuous service in the District (within the Family Support Workers Division of Local 226) and shall be District-wide and shall date from the effective date of full-time employment. A record of full-time employment or re-employment dates shall be provided to the Union each year upon request. Any dispute of employment records shall be resolved by reference to official records of the Board.
5. "Probationary Employee" refers to employees new to the District, new to the Family Support Workers Division, or persons who are being re-employed following a separation of full-time service from the District greater than two years in duration. At the discretion of the Chief Talent Officer, these employees may be required to complete a probationary period of service not to exceed six (6) months. Employees will be covered under this agreement after they have completed their service under the probationary period.
6. 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 calendar school year.
7. 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).

8. 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 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 Policies and Regulations, may be changed by the District and incorporated by reference to apply to the employees covered by this Agreement. This Agreement shall take precedence if inconsistent with Board policy.

## **ARTICLE 3**

This Agreement shall be in effect for a period commencing August 1, 2026 and expiring July 31, 2027.

## **ARTICLE 4**

1. If not excluded under, Section 2 of this Article 4, the following Family Support Workers of the District, once they have completed any probationary period applicable to them, are covered employees under this Agreement:
  - a. All full-time hourly Family Support Workers who are employed on a regular basis with the hours of work not less than 30 each week during the calendar school year.
  - b. While Family Support Workers who provide services in Head Start programs are generally “covered employees,” the District specifically reserves the right to apply federal requirements to the calendar, school day, lunch period, duty hours, salary or other federal requirements that are mandated for Family Support Workers pursuant to Head Start regulations.
2. The following Family Support Workers are not covered employees under this Agreement, whether or not they were first described in Section 1 of this Article 4:
  - a. Positions not included within the unit description in the representation election.
  - b. All positions not described in Section 1 of this Article 4.

## **ARTICLE 5**

1. All deductions required by law will be made from the salary or wages of each covered employee. An employee may also make, upon direct authorization, other requested deductions made available by the District.
2. The District requires electronic direct deposit of employee’s payroll checks. Employees must

enter or update direct deposit information utilizing the District's online portal. The deposit will be made at the financial institution of the employee's choosing on each regular payday. Any employee not enrolled in the program will be enrolled in a prepaid debit card program.

3. Union dues: The Union and the District agree that a single salary deduction shall be made upon the written authorization of any employee covered under the terms of this agreement. Once notified under the terms stated below, the amount specified in the employee's authorization shall be withheld each pay period from the employee's wages and paid from the District to the Union. This deduction shall continue each pay period until the employee revokes his or her request in writing.
  - a. The Union must forward written authorizations to the District no later than the fifteenth of the month in order for the District to deduct the dues from the regularly scheduled paycheck of the following month. Only one written authorization will be accepted per year.
  - b. In the event of a termination of employment, the District shall deduct from the final paycheck of the covered employee a full month's dues for the final month of employment even though the employee's time worked may be less than a full month of covered employment.
  - c. Employees under this Agreement may revoke dues only once a year. This revocation must be made to the Union. The District must receive the revocation from the Union not prior to June 30 but no later than August 1. Upon receipt, the District shall revoke the dues beginning on September 1 of each year.
  - d. The District shall not be held responsible to the Union for any failure to deduct the dues of any employee who is covered under the terms of this Agreement. The Union shall indemnify and hold the District harmless from any liability resulting from the District's obligations under this Article.

## ARTICLE 6

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

The District has the right to hire, award, change or eliminate hiring bonuses, suspend, discharge for just cause, assign jobs and duties, transfer employees, promote, reward, discipline, and increase or decrease the work force. Management will also determine school calendar, hours of school, hours of work and all other procedures necessary to provide for the education and well-being of students in the District, except as otherwise specifically provided herein.

The procedures for filling Family Support Workers job vacancies shall be as follows:

1. The District shall publish electronic notice of all full-time job vacancies and shall describe the

qualifications required therefore.

2. Any employee may apply for such job vacancy by submitting an electronic application.
3. A vacancy does not exist when an educational program is moved from one location to another.
4. The personnel file of applicants will be reviewed and an interview may be requested by the Department of Talent Services.
5. Management shall retain the right to recruit qualified internal or external applicants. Preference shall be given to qualified internal applicants provided they are not on active discipline or a performance improvement plan.
6. Candidates that have applied for a Family Support Worker position shall be sent a notification that the Family Support Worker position has been filled.
7.
  - a. For a new employee, there shall be a waiting period of six (6) months duty time in the current position before the employee is eligible to bid a vacancy.
  - b. For a lateral move for all full-time employees with six (6) months experience or more, there shall be a waiting period of 60 days duty time in the new position before the employee is eligible to bid a vacancy; exceptions would be made for positions which would result in an increase in pay.
  - c. Family Support Worker positions posted after March 15<sup>th</sup> of the current school year will be filled at the discretion of the Talent Services Department for the current school year.
  - d. Internal transfer offers made after March 15<sup>th</sup> will be for the next school year or at the discretion of the Chief Talent Officer.
8. In the selection of persons by the District for summer school employment, transfer, promotion, reduction of staff or preference in rehiring, consideration shall be on the basis of qualification for the position which shall include, experience in the type of work required by the position in question, and whether they are on active discipline or a performance improvement plan.
9. Any position requiring service for a “probationary period” shall be identified as such.
  - a. All new Family Support Workers will be placed on step as described in Article 19. The probationary period shall commence with the official start date of employment or re-employment and exclude June, July and days in August prior to the first duty day of school opening and shall not exceed 6 months. Any employee with non-satisfactory job performance may be terminated.
  - b. Covered Employees Accepting Promotions or Otherwise Changing Assignments: Those covered 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 a new covered position involving greater responsibility shall not be required to serve a probationary period. Additionally, any change of classification shall result in a change of salary grade commensurate with the newly assumed position with recognition given to longevity earned

on the employee's former schedule. The pay adjustment shall become effective immediately upon the employee's assumption of the new position.

10. Full-time Family Support Workers will be notified regarding their employment status no later than July 31<sup>st</sup> of each school term and will be notified of any change in building assignment for a subsequent school term no later than July 1. Effort will be made to maintain full-time employees in full-time status.
11. Any employee who resigns shall give the District advance notice of at least ten (10) working days.
12. The process of bidding job vacancies shall be suspended during the months of June, July and August to fill empty vacancies throughout the District.

## ARTICLE 7

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

- a. General: Covered employees shall have duty hours and a duty week as fixed by the Chief Talent Officer as the operation of each school, facility, or department may indicate. The salaries of covered employees shall be based upon a length of service for the school year for each schedule category.
- b. School Closure Days: If school is cancelled for students, employees in this bargaining unit will not work. If the day is not to be made up District-wide, the first such day in a school year will be designated as the paid School closure day. The compensation will be the employee's regular wage multiplied by the employee's regular work schedule hours for that day. To be eligible for the paid School closure day compensation, the employee must have actually worked on the workday after the paid school cancellation day. Talent Services may waive this requirement at the discretion of the Chief Talent Officer. If more than one School closure day occurs within one school year and if the days are not to be made up by the employee in this bargaining unit District-wide, employees may utilize any available sick leave days. If no sick leave days are available, then the employee may utilize any available personal leave days. If no sick or personal leave days are available, the employee will receive no compensation for the day(s). If the time is to be made up District-wide, it will be done in a manner that does not cause the employee in this bargaining unit to work over 40 hours in a week. If an employee elects, an employee may take a School closure day as an unpaid day. After the snow day occurs, the employee must inform payroll in writing or by electronic notification that they elect to take the snow day as an unpaid day. The employee must provide notice to payroll prior to the end of the pay cycle. Once the paycheck is processed, the employee cannot change his or her election for that snow day.
- c. District Closure Days: If weather conditions make traveling extremely hazardous, a **District closure day** may be declared. On these rare days, only emergency personnel will be required to work. Emergency personnel are employees responsible for snow removal or employees otherwise designated as emergency personnel by their supervisor.

On a District closure day, employees will be paid as if they had worked. To be eligible

for District closure day compensation, the employee must have actually worked on the workday after the District closure day. Talent Services may waive this requirement at the discretion of the Chief Talent Officer. For example, if there is a District closure day on Tuesday and an employee is absent Monday and Wednesday due to illness, that employee is not eligible for District closure pay on Tuesday but instead would utilize sick leave.

- d. Remote Learning Day: In the event of a Remote Learning Day, employees in this bargaining unit may be asked to work remotely on days when students would otherwise have been present.

Employees may confirm whether it is a School closure day, a District closure day, or a Remote Learning Day by checking their email or calling the Department of Talent Services.

- e. Late Start/Early Release: The Superintendent may declare a Late Start or Early Release as a result of inclement weather. In the event of a Late Start or Early Release, employees will work a revised schedule set by the Superintendent and will be paid for the normal number of hours that would have been worked that day.

## 2. Lunch Period for Family Support Workers

Lunch period schedules for Family Support Workers shall be established in each operating unit so as to allow each covered employee an uninterrupted thirty (30) minutes per day to eat lunch. The principal shall ensure that a schedule is maintained and that the work area is secure and under staff supervision at all times during the duty day.

## 3. Overtime Compensation

- a. Covered employees shall be compensated at the rate of time and one-half for any hour over forty (40) hours worked in any one week. Hours worked per week shall include paid holidays, jury duty leave, election duty, witness duty, military duty, professional leave, personal days, sick leave, and vacation leave for the computation of overtime.
- b. On those occasions when overtime assignments must be assigned, every effort shall be made to equalize the opportunity for all covered employees to receive such overtime assignments. Compensation shall be paid only for those overtime hours actually worked that are in addition to the regularly assigned workweek.

## 4. Summer School Hourly Rate.

- a. Covered employees who apply for and are selected by the District to work as a Family Support Worker during summer school shall be paid an additional \$4.00 per hour.

## 5. Translation at Individualized Education Plan (IEP) Meetings.

- a. Covered employees who are bilingual and requested to serve as translators at IEP meetings shall be paid an additional \$4.00 per hour provided that Talent Services has given prior

written approval to such request.

## ARTICLE 8

Holidays:

- a. All full-time, ten-month covered employees shall be entitled to the following paid holidays, but only for those days that occur within the covered employee's duty year: Labor Day, Thanksgiving Day, Thanksgiving Friday, Martin Luther King Day and President's Day and Memorial Day.

## ARTICLE 9

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

Personal leave may be granted to a maximum of three days per year, one and a half days per semester for first year employees.

Whenever possible, personal conflicts shall be scheduled after the employee duty hours.

Each school year that an employee has unused personal leave days, the employee shall be awarded one sick leave day for each unused personal leave day, subject to limitations on maximum accumulation. Any such additional accumulation is recorded separate from the maximum accumulation.

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 home which will be the primary residence of the employee, only if the closing cannot be scheduled outside normal duty hours.

2. Sick Leave:

- a. Employees shall be entitled to sick leave as set forth in the *Policies and Regulations*. Notwithstanding the provisions of *Policies and Regulations*, employees covered under this Agreement shall accrue 1.08 sick days per month until reaching a maximum accrual of 125 days.
- b. Payment for Accumulated Sick Leave: An applicable dollar amount of the unused sick leave accumulated by a full-time covered employee who resigns or dies after 20 creditable years of service to the District, or who retires through normal, early or disability retirement under the Omaha School Employees' Retirement System, shall be paid or applied to provide supplemental retirement or post-retirement medical care benefits as follows:
  1. The applicable dollar amount of the employee's unused sick leave shall be calculated as follows: 50% of the employee's contracted daily rate at the time of retirement or resignation, termination due to reduction-in-force, or death multiplied by the number of unused sick days, not to exceed the maximum days accumulation as defined in *Policies and Regulations*.
  2. If the employee dies after 20 creditable years of service to the District, the applicable dollar amount of the employee's unused sick leave shall be paid to the employee's estate in a lump sum within 60 days of the employee's death.
  3. If the number of the employee's unused sick leave days at the time of the employee's resignation or retirement is less than 10, the applicable dollar amount of the employee's unused sick leave shall be paid in a lump sum to the employee within 60 days of such resignation or retirement.
  4. If the number of the employee's unused sick leave days at the time of the employee's resignation or retirement is 10 or more, the applicable dollar amount of the employee's unused sick leave shall be applied to provide supplemental retirement income benefits and/or post-retirement medical care benefits pursuant to the terms and conditions of the District's Accumulated Sick Leave Conversion Plan. The employee shall not have any option to receive a cash payment of the applicable dollar amount of the unused sick leave or to have the unused sick leave applied to provide any form of benefit that is not provided under the District's Accumulated Sick Leave Conversion Plan.

A full-time classified employee who is terminated from employment because of a reduction-in-force shall, regardless of the number of the employee's creditable years of service to the District, be paid the applicable dollar amount of the employee's unused sick leave in a lump sum within 60 days of such termination.

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 for under Section 1 of this Article.

In the event of a death in a regular, full-time Employee's immediate family, (defined as mother, father, brother, sister, spouse, child, aunt, uncle, niece, nephew, cousin, grandparents, grandparents in-law, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepparents, stepchildren, stepsiblings, great grandparents, great grandparents in-law, great grandchildren and any other individual who is a permanent resident in the employee's home) the employee should give notice to the supervisor and Talent Services 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 four paid days for bereavement leave. However, employees are not required to use all four days. 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 Talent Services Department as soon as practicable. The Employee must submit verifiable proof of family relationship to Talent Services, upon request.

5. Election/Jury Duty: The District will grant employees time off for mandatory jury/election duty, and will pay the difference between the jury/election pay and your regular straight-time hourly rate for the time lost from the regularly scheduled work time. Employees who are called for jury duty or election duty are required to remit to the District any compensation (other than expenses) received for the hours the employee was excused from duty. If such compensation is not remitted to the Accounts Receivable Department, an identical amount will be deducted from the employee's salary.

During the jury duty period, the employee must report to work any days that he/she is not required to appear. The employee must also return to work if released from jury duty during their regular working hours.

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*.

## ARTICLE 10

Covered employees shall have the right to initiate grievances with respect to the interpretation of this Agreement shall be subject to the following Grievance Procedure, unless expressly excluded from such procedure by the terms of this Agreement. Time limits set forth herein may be extended upon mutual written agreement of the parties. An aggrieved employee shall have the right to union representation, if so desired, to present a grievance.

Step 1. If the employee has a grievance, it should first be discussed with the immediate superior (at the building level the immediate superior is the principal) in an effort to resolve the problem informally. The grievance must be initiated within seven calendar days following the date of knowledge of an occurrence or planned occurrence of an event giving rise to the grievance.

Step 2. If the grievance has not been resolved through Step 1, then within fourteen calendar days following the date that the grievance was initially presented the aggrieved employee must submit the grievance and the reasons therefore in writing to the Chief Talent Officer. The person to whom the grievance is submitted shall have a reasonable period, not to exceed fourteen calendar days, to render a decision and the reasons therefore in writing.

Step 3. If the aggrieved employee is not satisfied with the disposition of the grievance, then within seven calendar days following the date of the written disposition of the grievance at Step 2, the aggrieved employee must appeal the grievance to the Superintendent. Within a reasonable period of time after receipt of the written appeal, the Superintendent or his/her representative shall meet with the aggrieved employee to consider the appeal and relevant evidence. The Superintendent or his/her representative shall have thirty calendar days following the hearing render his/her decision and the reasons thereof in writing to the aggrieved employee, with copies to the Union and to members of the Board.

Step 4: An aggrieved employee may appeal to the Board a decision rendered by the Superintendent. The appeal must be submitted in writing to the Secretary of the Board within seven calendar days following the date of the Superintendent's or his/her representative's written decision. The matter will be heard by an ad hoc committee appointed by the Board. Employees desiring to address the Board's ad hoc committee on any matter shall direct their communications to the Secretary to the Board, not to individual members of the ad hoc committee, except that copies of any communications may be sent to all committee members.

## ARTICLE 11

### 1. Employee Medical-Hospitalization-Major Medical Insurance:

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

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

For the 2026-2027 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 dollar amounts toward the health insurance plan selected by the employee for the 2026-2027 contract year:

Coverage	Monthly	Yearly
Employee	\$ 902.48	\$ 10,829.76
Employee and Children	\$ 1,349.12	\$ 16,189.44
Employee and Spouse	\$ 1,397.42	\$ 16,769.04
Employee, Spouse and Children	\$ 1,876.38	\$ 22,516.56
Dual Employee	\$ 1,895.13	\$ 22,741.56
Dual Employee and Children	\$ 2,544.67	\$ 30,536.04

In the event the District's health insurance plan deductible increases or decreases during the this 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 District's Dental Insurance Plan for the 2026-2027 contract years:

Dental Insurance	Monthly	Yearly
Employee	\$28.67	\$344.04
Employee and Children	\$28.67	\$344.04
Employee and Spouse	\$28.67	\$344.04
Employee, Spouse, and Children	\$28.67	\$344.04
Dual Employee	\$57.34	\$688.08

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

No covered employee who a) was employed by the District during the 2025-2026 school year, b) remains employed during the 2026-2027 school year, and c) elects the same health insurance plan coverage tier for both school years, shall suffer a reduction in gross pay for the 2026-2027 school year as a result of the increase in employee health insurance premium contributions. Affected employees shall receive a single off-schedule salary supplement on the first paycheck in December in an amount necessary to match the employee's gross pay for the 2025-26 contract year. For purposes of this clause, gross pay shall be defined as the covered employee's schedule

salary plus any applicable Long Service Increment less the employee's health insurance premium contribution.

For the duration of this contract, a group health insurance re-opener clause will exist. If the Board seeks to change insurers, the objective and intent will be to maintain or improve employee coverage for similar or less cost than that charged by the present insurer for the time period this agreement is in force. If the Board determines that another insurance carrier could provide this benefit as described above, the carrier must meet similar standards to the current insurance carrier.

An employee who retires after completing all contractual obligations and who elects to begin his/her voluntary retirement before August 31 of the year of his/her retirement will continue to be covered by the health insurance program until August 31 of the year of retirement, and the premiums will be paid in the same manner that they were paid prior to taking voluntary retirement. Group Term Life Insurance:

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

Employees who retire may elect to continue, at their cost, Basic Group Term Life Insurance coverage equal to that which was in force immediately prior to retirement until the retiree's 65th birth date.

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

The employee may choose an additional \$12,500, \$25,000, \$50,000, \$75,000, \$100,000, \$150,000, or \$200,000 of coverage.

For subsequent purchase of additional coverage, the full-time employee will be required to complete a health statement. The insurance company will review the health information and reserves the right to accept or reject the applicant. If the application is accepted by the insurance company, coverage will be effective on the first of the month following approval of the application for coverage.

The cost of the life insurance will be based upon the attained age of the applicant on the dates of application. Coverage will be continued on a year-to-year basis unless the individual elects to terminate coverage on any monthly premium due date. The cost in future years will be based upon the attained age of the individual on each September 1.

In the event of termination of employment of the employee, the employee may convert the voluntary term life insurance at the employee's cost on the same basis as the basic group insurance plan if conversion is permitted under the governing plan. The terms and conditions of any voluntary life insurance policy the District may offer to employees are subject to change in the District's sole discretion.

2. 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 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.

3. 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, 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 12

For the 2026-2027 contract year only, employees shall receive a long service increment as follows:

Long-Service Increment:

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 percent of the final step of the employee's designated salary schedule.

1. A longevity provision of an equal amount will be added at the completion of fifteen (15)

creditable years of full-time service.

2. A longevity provision of an equal amount will be added at the completion of twenty (20) creditable years of full-time service.
3. A longevity provision of an equal amount will be added at the completion of twenty-five (25) creditable years of full-time service.
4. A longevity provision of an equal amount will be added at the completion of thirty (30) creditable years of full-time service.
5. For all employees a creditable year is as defined in the *Policies and Regulations*.

### **ARTICLE 13**

Absence from Duty, Union Activities:

1. Annually, Association Leave without loss of pay shall be available to designated members of the Association for the purpose of attending conferences, meetings, or conventions which are related to conducting Association business. The Association Leave shall be only for the purposes of professional Association business at the local, state, or national level and all such days shall require the authorization of the Association President with administrative approval. Excluding leave specifically for negotiations, no individual association member's association leave shall exceed five (5) days per school year. However, members serving as elected officials on state or national committees may take more than five (5) days leave. Requests should be made in advance through the Office of the Superintendent.
2. Upon written request from the employee, the District will grant a special leave of absence without pay to employees who accept a full-time job or an elected position with the local or international union. Such leave of absence shall be for a period of one (1) year and will be renewed upon application to the District by the employee not less than thirty (30) days before expiration of the leave.

While on leave, the employee shall not receive credit toward advancement on the salary schedule nor shall such time count as a year of service toward retirement or any other benefit program paid in part or in whole by the District. Employees shall be required, thirty (30) days prior to their returning to the District, to give notice of his or her intentions regarding continued employment by the District.

Upon return from a leave of absence, assignment shall be made to the same or similar position which the employee previously occupied. The employee will not be guaranteed his/her former position. The rate of pay shall be at the prevailing level for the step, if applicable, upon which the person would have been placed during the period of the leave.

### **ARTICLE 14**

Covered employees shall be included under any pension plan established by the District for the

benefit of the District personnel, and the District further agrees that it shall make all reasonable efforts to inform the employees of all benefits to which they may be entitled under such program.

## **ARTICLE 15**

### **New Hire Orientation**

Time (10 minutes) will be provided for Local 226 designee on the agenda of the general orientation programs for new hires. The District will provide Local 226 a schedule for new hire orientations at the beginning of the contract year. Local 226 will contact the District for new hire information prior to the scheduled orientation sessions.

## **ARTICLE 16**

The salary schedule for the contract year is included in the Agreement as an Appendix.

Employees covered by this agreement who achieve an additional creditable year of service by July 31, will move on step beginning August 1, for the 2026-27 contract year only. Upon reaching the final step of the salary schedule, movement on step shall cease.

New employees hired to begin service as a full-time employee on or after August 1, 2023 with prior OPS or outside work experience in a position covered by this agreement shall receive credit for each such creditable year of service up to a maximum number of years equivalent to the top step of this agreement's salary schedule for initial placement on the salary schedule.

All new hires with no prior OPS or outside work experience in a position covered by this Agreement will be placed on Step 1 of the salary table in the Appendix.

Retro Pay - If ratification of the Agreement occurs after the beginning of the contract year, the District will calculate the amount of total wages, if any, owed by the District to each employee back to the effective date of the Agreement. The District will also calculate the amount of additional insurance premiums, if any, owed by each employee to the District back to the effective date of the Agreement. The District shall deduct such additional insurance premiums, if any, from the total wages, if any, owed to the employee. The District shall distribute any remaining wage balance as Retro Pay to the employee. In no event shall the employee be required to pay the District more than their total wages due.

## Appendix

H58_23A	ECI Family Support
Step	26-27
1	\$33.44
2	\$34.06
3	\$34.67
4	\$35.30
5	\$35.93
6	\$36.55
7	\$37.17
8	\$37.79
9	\$38.42
10	\$39.05
11	\$39.67
12	\$40.29
13	\$40.92
14	\$41.54
15	\$42.17
16	\$42.80
LSI	\$1,583.60

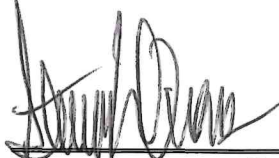


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Kimara Snipes, Vice President

School District No. 0001 in the City of Omaha  
and County of Douglas and State of Nebraska

Date:



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Steven L. Owens, President

Service Employees Local No. 226

Date: