

AGENDA SUMMARY SHEET

Agenda Item: Collective Bargaining Agreement with EPAM

Meeting Date: August 17, 2009

Department: Human Resources & General Administration

Title & Brief Description: The District and Educational Paraprofessionals Association of Millard (“EPAM”) have reached tentative agreement on Paraprofessional employee wages and benefits for the 2009-10 and 2010-11 school years. EPAM voted for approval of the tentative agreement on August 7, 2009. The agreement provides for the following changes:

YEAR 1 - 2009-10 school year:

- Estimated 4.46% total package;
- Wage scales move \$0.30;
- Eliminate the CCM1 program resulting in an average salary decrease of 1.5% per employee;
- Anticipated 7.5% health insurance increase;
- The District contribution to State retirement will increase 1%, per State law;
- The health insurance deductibles will increase from \$250/\$500 to \$350/\$700;

YEAR 2 - 2010-11 school year:

- Estimated 4.85% total package;
- Wage scales move \$0.35.

Action Desired: Approval

Background: Wage increases are in line with other employee groups and budget parameters.

Options And Alternatives: Return to the bargaining table.

**Responsible Person:
Superintendent's** Chad Meisgeier, Jim Sutfin.

Approval: _____

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into by and between the **Educational Paraprofessional Association of Millard**, hereinafter referred to as EPAM, and **School District Number 17, Douglas County**, also known as the Millard School District, hereinafter referred to as the District.

ARTICLE I Recognition

The District recognizes EPAM as the sole and exclusive bargaining agent for all full-time and part-time hourly employees employed by the District in the following job classifications: (1) general educational paraprofessionals; (2) orthopedic educational paraprofessionals; (3) preschool educational paraprofessionals; and (4) special education paraprofessionals.

ARTICLE II Management Rights

Section 1. The management and direction of the District and direction of the employees covered by this agreement, including the right to hire, fire, suspend, discharge, make assignments of work, transfer employees, to change job assignments, to determine hours of work and all other acts and actions related to the administration and direction of the employees covered by this agreement are vested exclusively in the District; and the District specifically reserves all rights and prerogatives not abridged, delegated, or amended by the terms of this Contract.

Section 2. The District shall not discriminate against any employee covered by the agreement because of sex, disability, race, color, national or ethnic origin, religion, age, marital status, political affiliation or participation or nonparticipation in any organizations, as set forth in District Policies and Rules, the laws of the State of Nebraska, and the laws of the United States.

ARTICLE III Wages

(a) For the 2009-10 and 2010-11 school years, the District shall pay to each employee covered by this Contract according to the wage scale attached hereto as Appendix A. Each employee employed by the district during the 2008-09 school year shall advance one step on the salary schedule for the 2009-10 school year and each employee employed by the district during the 2009-10 school year shall advance one step on the salary schedule for the 2010-11 school year. Pay raises will be effective with the second payroll in August of each year.

(b) Each employee assigned by the District to work in BD, MH, VI, and ECSE special education classrooms and other "critical needs areas" determined by the District will receive a stipend of 50¢ per hour above his or her regular base wage for each hour worked in a BD, MH, VI, and/or ECSE classroom and/or "critical needs area". In order to receive the 50¢ stipend for working in a VI classroom, the eligible paraprofessional must be fluent in Braille. Identification of such assignments will be solely at the discretion of the District and stipends will be paid only to those employees who are regularly assigned to such positions. The stipend will be removed if and when the employee is reassigned to a non-qualified position or if the District determines that the assignment no longer qualifies for such a stipend.

(c) Beginning in 2000-2001, each paraprofessional who completes 36 clock hours of District approved training shall receive a training stipend wage increase; the first two stipends at the rate of 25¢ per hour, a third at the

rate of 30¢ per hour, a fourth and a fifth stipend at 25¢ (see Appendix A). A sixth, seventh and eighth stipend of 25¢ each shall be paid after the completion of an additional 72 clock hours of training for each stipend. A paraprofessional may request the training stipend by completing the District's *Application for Training Stipend for Paraprofessionals*. The building principal and a personnel administrator must approve the application. Training hours must have been completed within 36 months of the date of application. Each paraprofessional is limited to one training stipend wage increase per school year during the term of this contract; previously awarded training stipends shall continue to be paid. Each employee who is required by his or her supervisor to attend training shall be paid while at training. If the required training is scheduled outside the employee's normal work hours, the employee may receive additional hours of pay or the employee's schedule may be flexed during the week training takes place. Each employee who elects to attend training which is not required by the supervisor shall do so on his or her own time and shall not be paid for these hours by the district. A paraprofessional and a supervisor may agree in advance that the employee will participate in training "off-the-clock" (without pay) with the cost of the tuition paid by the supervisor. In these cases, the paraprofessional must agree to reimburse the supervisor should he or she fail to complete the training.

ARTICLE IV Insurance

Each paraprofessional who is employed at least 17.5 hours per week or more shall be eligible to participate in the Health, Dental, and Life insurance Plans provided by the District subject to the following conditions: the District shall pay sixty percent (60%) of the premium for single health coverage or, sixty percent (60%) of the family health premium for married employees or those who have minor dependents; provided, however, the eligible employee elects participation and agrees to pay, and does pay, the remainder of the elected single or family health premium. The District shall contribute sixty percent (60%) of the single premium towards either single or family dental coverage, provided the eligible employee elects participation and agrees to pay, and does pay, the remaining premium. The District will pay the full premium for basic \$50,000 term life coverage.

ARTICLE V Hours of Work

Each employee shall be paid for each hour or fraction thereof the employee works. The normal workday shall not be more than eight (8) hours. The normal workweek shall not exceed forty (40) hours. Each employee required to work beyond forty (40) hours in one week shall be compensated for each hour in excess of forty (40) hours at the rate of one and one-half the employee's normal hourly rate.

Each employee is to work those hours as requested by the Principal and approved by the Personnel Office. Actual hours worked shall be recorded accurately on time cards issued by the Payroll Office. Except for emergency situations, reasonable advanced notice shall be given to the employee if the employee is required to work beyond 5:00 p.m. on any given day.

In the event an employee is required to work more hours than his or her normal work day, employer may schedule an equal number of hours off during the same work week and the timecard for such employee shall reflect the actual hours worked for each day by each employee.

Each employee who is employed five (5) hours or more per day shall be given a lunch period of at least one-half (0.5) hour. Such lunch period shall be without pay and the employee shall be free to leave the premises during such period.

Each employee will receive one (1) fifteen (15) minute paid-break per four (4) hours worked. All breaks, including the lunch period, must be scheduled and approved by the principal or designee. Breaks shall not be taken within one (1) hour of the beginning or end of the shift but such breaks may be used to extend the lunch period.

ARTICLE VI
Holidays

Each Employee covered by this Contract shall be granted time off with pay for the following seven (7) holidays subject to the conditions hereinafter set forth:

Labor Day
Thanksgiving
Friday following Thanksgiving
December 25
New Years Day
One day during Spring Break (actual date determined annually by the Superintendent)
Memorial Day

(a) The employee will be given the same amount of time off with pay equal to the work-hours scheduled had the day not been a holiday.

(b) An employee must be employed by the District twenty (20) working days immediately prior to the holiday to be eligible for holiday pay; provided, however, the twenty (20) working days may include days of paid leave; and, provided further, the twenty (20) working days immediately prior to Labor Day may include working days immediately prior to the end of the previous school year.

ARTICLE VII
Sick Leave

(a) At the conclusion of each bi-weekly pay period covered by this agreement, each employee shall earn paid leave equal to one-half (1/2) the average daily hours scheduled per day in a five day work week, and further be allowed any unused and accumulated leave from the previous year to a maximum total of 336 hours of leave with pay. Paid leave shall be credited at the end of each employee's first 18 bi-weekly pay periods covered by this agreement. Paid leave may be used for personal illness, illness of a member of the employee's immediate family (ten days per school-year maximum), death of a member of the employee's immediate family (four days per occurrence maximum), and business and emergency leave (three days per school-year maximum). The rules for use of leave are established in Board Policy and Rule.

(b) Upon termination of employment, the District shall pay to any employee covered by this agreement \$7.50 for half of the employee's unused paid leave hours in excess of 40 hours; provided such termination does not occur between July 1 and October 1. No payment shall be made for the first 40 hours of unused paid leave.

(c) After payroll has been processed for the 1st bi-weekly pay period in October, each employee who is actively employed by the district on that date and who, as of that date, has unused paid leave in excess of two hundred fifty (250) hours shall be reimbursed for those hours in excess of two hundred fifty (250) hours at the rate of \$7.50/hr. The employee's leave accumulation shall then be reduced to 250 hours. The payment for unused leave shall be included in the 2nd November payroll. The District shall establish procedures for reimbursement.

ARTICLE VIII
Miscellaneous

Each employee covered by this Contract shall be entitled to all the applicable rights and privileges of the employees of the District as set forth in Board Policies and Board Rules.

**ARTICLE IX
Inclement Weather**

Each employee covered by this Contract will comply with the following procedures whenever there is an official closing of the Millard Public Schools by the Superintendent because of inclement weather:

(a) When staff are instructed to report to work, each covered employee will be expected to report to work and will be paid for each hour or fraction thereof the employee works.

(b) When staff is instructed not to report to work, each covered employee will not report to work and will not be paid. Each covered employee will be allowed the option to make up any time missed from work; provided, however, the covered employee follows administrative directions concerning the employee's responsibility to report to work; and provided the time and date of make-up shall be with the approval of the administration.

**ARTICLE X
Term of Contract**

This agreement shall be in full force and effect from August 1, 2009 through July 31, 2011.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on August, 2009.

**School District No. 17
Douglas County, Nebraska**

**Educational Paraprofessional
Association of Millard**

BY _____

BY _____

2009-10 Schedule

General and Special Education Paraprofessionals

Training Stipends									
	None	1	2	3	4	5	6	7	8
Step/Range	01	03	05	07	09	11	13	15	17
1	\$10.00	\$10.25							
2	\$10.10	\$10.35	\$10.60						
3	\$10.20	\$10.45	\$10.70	\$11.00					
4	\$10.30	\$10.55	\$10.80	\$11.10	\$11.35				
5	\$10.40	\$10.65	\$10.90	\$11.20	\$11.45	\$11.70			
6	\$10.50	\$10.75	\$11.00	\$11.30	\$11.55	\$11.80	\$12.05		
7	\$10.60	\$10.85	\$11.10	\$11.40	\$11.65	\$11.90	\$12.15	\$12.40	
8	\$10.70	\$10.95	\$11.20	\$11.50	\$11.75	\$12.00	\$12.25	\$12.50	\$12.75
9	\$10.80	\$11.05	\$11.30	\$11.60	\$11.85	\$12.10	\$12.35	\$12.60	\$12.85
10	\$10.90	\$11.15	\$11.40	\$11.70	\$11.95	\$12.20	\$12.45	\$12.70	\$12.95
11	\$11.00	\$11.25	\$11.50	\$11.80	\$12.05	\$12.30	\$12.55	\$12.80	\$13.05
12	\$11.10	\$11.35	\$11.60	\$11.90	\$12.15	\$12.40	\$12.65	\$12.90	\$13.15
13	\$11.20	\$11.45	\$11.70	\$12.00	\$12.25	\$12.50	\$12.75	\$13.00	\$13.25
14	\$11.30	\$11.55	\$11.80	\$12.10	\$12.35	\$12.60	\$12.85	\$13.10	\$13.35
15	\$11.40	\$11.65	\$11.90	\$12.20	\$12.45	\$12.70	\$12.95	\$13.20	\$13.45
16	\$11.50	\$11.75	\$12.00	\$12.30	\$12.55	\$12.80	\$13.05	\$13.30	\$13.55
17	\$11.60	\$11.85	\$12.10	\$12.40	\$12.65	\$12.90	\$13.15	\$13.40	\$13.65
18	\$11.70	\$11.95	\$12.20	\$12.50	\$12.75	\$13.00	\$13.25	\$13.50	\$13.75
19	\$11.80	\$12.05	\$12.30	\$12.60	\$12.85	\$13.10	\$13.35	\$13.60	\$13.85
20	\$11.90	\$12.15	\$12.40	\$12.70	\$12.95	\$13.20	\$13.45	\$13.70	\$13.95
21	\$12.00	\$12.25	\$12.50	\$12.80	\$13.05	\$13.30	\$13.55	\$13.80	\$14.05
22	\$12.10	\$12.35	\$12.60	\$12.90	\$13.15	\$13.40	\$13.65	\$13.90	\$14.15
23	\$12.20	\$12.45	\$12.70	\$13.00	\$13.25	\$13.50	\$13.75	\$14.00	\$14.25
24	\$12.30	\$12.55	\$12.80	\$13.10	\$13.35	\$13.60	\$13.85	\$14.10	\$14.35
25	\$12.40	\$12.65	\$12.90	\$13.20	\$13.45	\$13.70	\$13.95	\$14.20	\$14.45
26	\$12.50	\$12.75	\$13.00	\$13.30	\$13.55	\$13.80	\$14.05	\$14.30	\$14.55

MH, BD, VI, and ECSE Education Paraprofessionals

Training Stipends									
	None	1	2	3	4	5	6	7	8
Step/Range	02	04	06	08	10	12	14	16	18
1	\$10.50	\$10.75							
2	\$10.60	\$10.85	\$11.10						
3	\$10.70	\$10.95	\$11.20	\$11.50					
4	\$10.80	\$11.05	\$11.30	\$11.60	\$11.85				
5	\$10.90	\$11.15	\$11.40	\$11.70	\$11.95	\$12.20			
6	\$11.00	\$11.25	\$11.50	\$11.80	\$12.05	\$12.30	\$12.55		
7	\$11.10	\$11.35	\$11.60	\$11.90	\$12.15	\$12.40	\$12.65	\$12.90	
8	\$11.20	\$11.45	\$11.70	\$12.00	\$12.25	\$12.50	\$12.75	\$13.00	\$13.25
9	\$11.30	\$11.55	\$11.80	\$12.10	\$12.35	\$12.60	\$12.85	\$13.10	\$13.35
10	\$11.40	\$11.65	\$11.90	\$12.20	\$12.45	\$12.70	\$12.95	\$13.20	\$13.45
11	\$11.50	\$11.75	\$12.00	\$12.30	\$12.55	\$12.80	\$13.05	\$13.30	\$13.55
12	\$11.60	\$11.85	\$12.10	\$12.40	\$12.65	\$12.90	\$13.15	\$13.40	\$13.65
13	\$11.70	\$11.95	\$12.20	\$12.50	\$12.75	\$13.00	\$13.25	\$13.50	\$13.75
14	\$11.80	\$12.05	\$12.30	\$12.60	\$12.85	\$13.10	\$13.35	\$13.60	\$13.85
15	\$11.90	\$12.15	\$12.40	\$12.70	\$12.95	\$13.20	\$13.45	\$13.70	\$13.95
16	\$12.00	\$12.25	\$12.50	\$12.80	\$13.05	\$13.30	\$13.55	\$13.80	\$14.05
17	\$12.10	\$12.35	\$12.60	\$12.90	\$13.15	\$13.40	\$13.65	\$13.90	\$14.15
18	\$12.20	\$12.45	\$12.70	\$13.00	\$13.25	\$13.50	\$13.75	\$14.00	\$14.25
19	\$12.30	\$12.55	\$12.80	\$13.10	\$13.35	\$13.60	\$13.85	\$14.10	\$14.35
20	\$12.40	\$12.65	\$12.90	\$13.20	\$13.45	\$13.70	\$13.95	\$14.20	\$14.45
21	\$12.50	\$12.75	\$13.00	\$13.30	\$13.55	\$13.80	\$14.05	\$14.30	\$14.55
22	\$12.60	\$12.85	\$13.10	\$13.40	\$13.65	\$13.90	\$14.15	\$14.40	\$14.65
23	\$12.70	\$12.95	\$13.20	\$13.50	\$13.75	\$14.00	\$14.25	\$14.50	\$14.75
24	\$12.80	\$13.05	\$13.30	\$13.60	\$13.85	\$14.10	\$14.35	\$14.60	\$14.85
25	\$12.90	\$13.15	\$13.40	\$13.70	\$13.95	\$14.20	\$14.45	\$14.70	\$14.95
26	\$13.00	\$13.25	\$13.50	\$13.80	\$14.05	\$14.30	\$14.55	\$14.80	\$15.05

2010-11 Schedule

General and Special Education Paraprofessionals

Training Stipends									
Step/Range	None 01	1 03	2 05	3 07	4 09	5 11	6 13	7 15	8 17
1	\$10.35	\$10.60							
2	\$10.45	\$10.70	\$10.95						
3	\$10.55	\$10.80	\$11.05	\$11.35					
4	\$10.65	\$10.90	\$11.15	\$11.45	\$11.70				
5	\$10.75	\$11.00	\$11.25	\$11.55	\$11.80	\$12.05			
6	\$10.85	\$11.10	\$11.35	\$11.65	\$11.90	\$12.15	\$12.40		
7	\$10.95	\$11.20	\$11.45	\$11.75	\$12.00	\$12.25	\$12.50	\$12.75	
8	\$11.05	\$11.30	\$11.55	\$11.85	\$12.10	\$12.35	\$12.60	\$12.85	\$13.10
9	\$11.15	\$11.40	\$11.65	\$11.95	\$12.20	\$12.45	\$12.70	\$12.95	\$13.20
10	\$11.25	\$11.50	\$11.75	\$12.05	\$12.30	\$12.55	\$12.80	\$13.05	\$13.30
11	\$11.35	\$11.60	\$11.85	\$12.15	\$12.40	\$12.65	\$12.90	\$13.15	\$13.40
12	\$11.45	\$11.70	\$11.95	\$12.25	\$12.50	\$12.75	\$13.00	\$13.25	\$13.50
13	\$11.55	\$11.80	\$12.05	\$12.35	\$12.60	\$12.85	\$13.10	\$13.35	\$13.60
14	\$11.65	\$11.90	\$12.15	\$12.45	\$12.70	\$12.95	\$13.20	\$13.45	\$13.70
15	\$11.75	\$12.00	\$12.25	\$12.55	\$12.80	\$13.05	\$13.30	\$13.55	\$13.80
16	\$11.85	\$12.10	\$12.35	\$12.65	\$12.90	\$13.15	\$13.40	\$13.65	\$13.90
17	\$11.95	\$12.20	\$12.45	\$12.75	\$13.00	\$13.25	\$13.50	\$13.75	\$14.00
18	\$12.05	\$12.30	\$12.55	\$12.85	\$13.10	\$13.35	\$13.60	\$13.85	\$14.10
19	\$12.15	\$12.40	\$12.65	\$12.95	\$13.20	\$13.45	\$13.70	\$13.95	\$14.20
20	\$12.25	\$12.50	\$12.75	\$13.05	\$13.30	\$13.55	\$13.80	\$14.05	\$14.30
21	\$12.35	\$12.60	\$12.85	\$13.15	\$13.40	\$13.65	\$13.90	\$14.15	\$14.40
22	\$12.45	\$12.70	\$12.95	\$13.25	\$13.50	\$13.75	\$14.00	\$14.25	\$14.50
23	\$12.55	\$12.80	\$13.05	\$13.35	\$13.60	\$13.85	\$14.10	\$14.35	\$14.60
24	\$12.65	\$12.90	\$13.15	\$13.45	\$13.70	\$13.95	\$14.20	\$14.45	\$14.70
25	\$12.75	\$13.00	\$13.25	\$13.55	\$13.80	\$14.05	\$14.30	\$14.55	\$14.80
26	\$12.85	\$13.10	\$13.35	\$13.65	\$13.90	\$14.15	\$14.40	\$14.65	\$14.90

MH, BD, VI, and ECSE Education Paraprofessionals

Training Stipends									
Step/Range	None 02	1 04	2 06	3 08	4 10	5 12	6 14	7 16	8 18
1	\$10.85	\$11.10							
2	\$10.95	\$11.20	\$11.45						
3	\$11.05	\$11.30	\$11.55	\$11.85					
4	\$11.15	\$11.40	\$11.65	\$11.95	\$12.20				
5	\$11.25	\$11.50	\$11.75	\$12.05	\$12.30	\$12.55			
6	\$11.35	\$11.60	\$11.85	\$12.15	\$12.40	\$12.65	\$12.90		
7	\$11.45	\$11.70	\$11.95	\$12.25	\$12.50	\$12.75	\$13.00	\$13.25	
8	\$11.55	\$11.80	\$12.05	\$12.35	\$12.60	\$12.85	\$13.10	\$13.35	\$13.60
9	\$11.65	\$11.90	\$12.15	\$12.45	\$12.70	\$12.95	\$13.20	\$13.45	\$13.70
10	\$11.75	\$12.00	\$12.25	\$12.55	\$12.80	\$13.05	\$13.30	\$13.55	\$13.80
11	\$11.85	\$12.10	\$12.35	\$12.65	\$12.90	\$13.15	\$13.40	\$13.65	\$13.90
12	\$11.95	\$12.20	\$12.45	\$12.75	\$13.00	\$13.25	\$13.50	\$13.75	\$14.00
13	\$12.05	\$12.30	\$12.55	\$12.85	\$13.10	\$13.35	\$13.60	\$13.85	\$14.10
14	\$12.15	\$12.40	\$12.65	\$12.95	\$13.20	\$13.45	\$13.70	\$13.95	\$14.20
15	\$12.25	\$12.50	\$12.75	\$13.05	\$13.30	\$13.55	\$13.80	\$14.05	\$14.30
16	\$12.35	\$12.60	\$12.85	\$13.15	\$13.40	\$13.65	\$13.90	\$14.15	\$14.40
17	\$12.45	\$12.70	\$12.95	\$13.25	\$13.50	\$13.75	\$14.00	\$14.25	\$14.50
18	\$12.55	\$12.80	\$13.05	\$13.35	\$13.60	\$13.85	\$14.10	\$14.35	\$14.60
19	\$12.65	\$12.90	\$13.15	\$13.45	\$13.70	\$13.95	\$14.20	\$14.45	\$14.70
20	\$12.75	\$13.00	\$13.25	\$13.55	\$13.80	\$14.05	\$14.30	\$14.55	\$14.80
21	\$12.85	\$13.10	\$13.35	\$13.65	\$13.90	\$14.15	\$14.40	\$14.65	\$14.90
22	\$12.95	\$13.20	\$13.45	\$13.75	\$14.00	\$14.25	\$14.50	\$14.75	\$15.00
23	\$13.05	\$13.30	\$13.55	\$13.85	\$14.10	\$14.35	\$14.60	\$14.85	\$15.10
24	\$13.15	\$13.40	\$13.65	\$13.95	\$14.20	\$14.45	\$14.70	\$14.95	\$15.20
25	\$13.25	\$13.50	\$13.75	\$14.05	\$14.30	\$14.55	\$14.80	\$15.05	\$15.30
26	\$13.35	\$13.60	\$13.85	\$14.15	\$14.40	\$14.65	\$14.90	\$15.15	\$15.40