

**AGREEMENT BETWEEN THE
LINCOLN PUBLIC SCHOOLS AND THE
CUSTODIAL EMPLOYEES ASSOCIATION**

2010-2011 and 2011-2012

This agreement between the School District of the City of Lincoln, in the County of Lancaster, in the State of Nebraska, (hereinafter referred to as "School District") and the Custodial Employees Association (hereinafter referred to as "Association"), is for the purpose of establishing mutually acceptable procedures, practices, and conditions regarding rates of pay, hours of work and conditions of employment to be observed by the parties to this Agreement for the term of this Agreement.

**ARTICLE I
RECOGNITION**

- 1-1. School District recognizes the Association as the exclusive bargaining agent excluding the administrative and office personnel.
- 1-2. School District agrees that it will not sign any contract, make any written agreement or recognize any other employee representative for the employees covered by this Agreement during the term of this Agreement.
- 1-3. The Association agrees that during the term of this Agreement it will not affiliate, merge, or incorporate itself with any other bargaining group representing employees with reference to matters covered by this Agreement.

**ARTICLE II
MANAGEMENT RIGHTS**

- 2-1. All management rights, functions, responsibilities and authority not specifically limited by the express terms of this Agreement are retained by School District, acting by and through its Board of Education and the administration of the Lincoln Public School System, and shall remain exclusively within the rights of the Board of Education and the administration of the Lincoln Public School System.

**ARTICLE III
NO-STRIKE CLAUSE**

- 3-1. During the term of this Agreement, there shall be no strike, stoppage, slowdown or suspension of work on the part of the Association or any of its members, or any lockout on the part of the School District or the administration of the Lincoln Public School System.

**ARTICLE IV
NEGOTIATION PROCEDURES**

- 4-1. Negotiations shall be conducted as follows:
- a. On or after November 1, 2011, the Custodial Employees Association shall transmit to the Superintendent of Schools and the Board of Education, a request to be recognized as the official bargaining unit for the LPS custodial employees. The Board or its representatives and the Association will schedule negotiation meetings to discuss salary, fringe benefits and conditions of employment.
 - b. During these negotiation meetings, the Board and Association will present relevant data, exchange points of view, and make offers and counter-offers.
 - c. Upon request of either party, the other will make available for inspection, its records and data pertinent to the subject of concern.
 - d. The Agreement shall be reduced to writing, submitted to the Board and Association for ratification, and following ratification, shall be signed by the parties.
 - e. Prior to the declaration of an impasse, the parties shall consider other alternatives to resolve the issue (e.g., a federal mediator). Should an impasse be declared, the parties shall use the impasse machinery as provided in the statutes.

**ARTICLE V
GRIEVANCE PROCEDURE**

- 5-1. Purpose — The purpose of the grievance procedure is to resolve disputes arising from the administration of the negotiated agreement.
- a. The grievance procedure set forth in this document shall not be used to change any provision of the negotiated agreement or any policy bylaws, rules, or policies of the School District as established by the Board of Education or the administration of the Lincoln Public Schools.
 - b. Any employee shall have the right to have a representative of their choosing of the Association present at any step of the grievance procedure.
 - c. A grievance is defined as an alleged violation of the negotiated agreement.
 - d. In reducing a grievance to writing, the following information must be stated with reasonable clarity: the exact nature of the grievance, the act or acts of commission or omission, the approximate date of the act or acts of commission or omission, the identity of the party or parties who claim to be aggrieved, the identity of the party or parties alleged to have caused the grievance, and the remedy which is sought.
 - e. (Optional) There shall be a grievance committee of three or more members of the Association selected as the Association may determine. All employees in the group and the Superintendent of Schools shall be advised of the names of those serving on the grievance

committee. Employees may or may not confer with this committee as their own interests dictate.

- f. STEP 1 (Informal) — The request or complaint shall be orally made to the employee's immediate supervisor within 20 days of the occurrence. The supervisor shall then have five (5) working days to respond to the grievance and give an answer to the employee. A grievance should be initiated promptly.

STEP 2 — A grievance which has not been settled in Step 1 above and which the employee wishes to pursue further must be filed promptly and in every case within five (5) working days after the receipt of the answer from the employee's immediate supervisor as provided in Step 1 above. At this stage, the grievance must be reduced to writing in accordance with the provisions of Item d of this Article and served in triplicate, on the supervisor. The supervisor shall then arrange a meeting with the employee, with or without an Association representative being present, at the discretion of the employee, in order to attempt to resolve the grievance. The supervisor will answer the grievance in writing within five (5) working days after the meeting.

STEP 3 — A grievance which has not been settled in Steps 1 and 2 above and which the employee wishes to pursue further must be filed promptly and in every case within five (5) working days after receipt of the answer from the employee's immediate supervisor as provided for in Step 2 above. The grievance must be served in writing, in triplicate on the director or supervisor of the respective department. Within five days, a meeting shall then be arranged between the employee, the supervisor, the director or supervisor of the department, with or without an association representative being present, at the discretion of the employee, in order to attempt to resolve the grievance. The director or supervisor will answer the grievance in writing within five (5) working days after the meeting.

STEP 4 — A grievance which has not been settled in Step 3 above and which the employee wishes to pursue further must be filed promptly and in every case within five (5) working days after receipt of the answer as provided for in Step 3 above. At this stage, the grievance must be reduced to writing, in triplicate on the Associate Superintendent for Business Affairs. Within five days, a meeting shall then be arranged between the employee, the supervisor, the director or supervisor of the department and the Associate Superintendent for Business Affairs with or without an association representative being present, at the discretion of the employee, in order to attempt to resolve the grievance. The Associate Superintendent for Business Affairs will answer the grievance in writing within ten (10) working days after the meeting.

STEP 5 — A grievance which has not been settled in Step 4 above and which the employee wishes to pursue further must be filed promptly and in every case within five (5) working days after receipt of the answer provided for in Step 4 above. Notice of a desire to further process the grievance must be served, in writing, in triplicate, with the Associate Superintendent for Human Resources, or his designated representative. After receipt of the notice of a desire to pursue the grievance further, the Associate Superintendent for Human Resources shall arrange for a meeting to be held within five (5) working days in order to discuss the grievance. The Associate Superintendent for Human Resources will provide the employee with a written answer to the grievance within ten (10) working days after the conclusion of such meeting.

STEP 6 — A grievance which has not been settled in Step 5 above and which the employee wishes to pursue further must be filed promptly and in every case within five (5) working days after receipt of the answer provided for in Step 5 above. Notice of a desire to further process the grievance must be served, in writing, in triplicate, with the Superintendent of Schools, or his designated representative. After receipt of the notice of a desire to pursue the grievance further, the Superintendent of Schools shall arrange for a meeting to be held within ten (10) working days in order to discuss the grievance. The Superintendent of Schools will provide the employee with a written answer to the grievance within ten (10) working days after the conclusion of such meeting.

STEP 7 — If a satisfactory settlement is not reached at Step 6; the aggrieved party must file his/her grievance in writing with the Board of Education within five (5) working days of the date a response from Step 6 is received. A committee of the Board of Education shall conduct a hearing with the aggrieved party and his/her representatives within fifteen (15) working days of receipt of the grievance. A written answer must be given by the Board within thirty (30) working days of the date it received the grievance. Such decision of the Board of Education shall be final except proper redress may be sought through the legal process should the employee elect to do so.

5-2. General Conditions

- a. No Reprisals. The use of the grievance procedure by any employee shall in no way result in prejudice to his/her employment status or result in any other form of reprisal.
- b. Time Limits. The time limits stipulated shall be considered as a maximum to insure resolving grievances as rapidly as practical. Time limits may be extended only under conditions of written mutual consent by the grievant and employer.
- c. Failure to Meet Time Limits. Failure of the aggrieved party to proceed to any step of the grievance procedure within prescribed time limits set forth in Item 6-1 shall be considered to be a waiver of any other grievance procedure considering the particular grievance. Failure of any administrator to meet time limits for any step of the grievance procedure shall allow the aggrieved party to proceed to the next step of the grievance procedure.
- d. If the Association considers that any grievance is applicable to more than one employee, a grievance procedure may be initiated on behalf of the aggrieved group by the Association. The grievance shall commence at Step 3 of the grievance procedure.
- e. Upon resolution of the grievance, the three copies of the original grievance form will be distributed as follows: one copy to grievant, one copy to the grievant's supervisor and one copy to the Supervisor of Employee Relations. Grievance documents are not placed in the employee's personnel file in Human Resources. A separate grievance file may be maintained, however, by the Supervisor of Employee Relations. Grievance information is not used for any evaluative purpose regarding the employee and is not accessible to other district supervisors or to outside employers.
- f. Grievance forms are available at the supervisor's office.

ARTICLE VI
CONDITIONS OF EMPLOYMENT

- 6-1. Paychecks — Personnel who are not newly hired and who work the entire school year will be paid in twelve (12) equal salary payments at the end of each month in accordance with the schedule developed by the district annually. Newly hired employees and employees who terminate employment will be paid according to the schedule developed by the Payroll Department.

Advancement of Pay – Newly hired nine-month and 10-month employees starting in August may elect an early payment of up to \$300, but not to exceed the amount to be earned in August. To exercise this payment option, a proper written election form must be filed and received by the Payroll Department by July 15th prior to the school year to which the election applies or prior to the first workday of the employees employed after July 15th. The payment shall be paid by the 15th of September. The amount of the advance will be divided by 12 and that amount will be deducted from each paycheck.

6-2. Work Schedule

- a. All hours over forty (40) total working hours per week shall be paid at a time and one-half rate. All hours paid but not worked do not count toward the 40-hour threshold for payment of overtime. All requests for overtime must receive prior approval from the individual's immediate supervisor.
- b. Custodians working Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Memorial Day or Independence Day will be compensated at a double-time rate. Custodians working the district holiday following Thanksgiving Day or prior to or following Christmas Day or New Year's Day will be compensated at a rate of 1.5 times the employee's regular rate. If July 4 falls on a Saturday or Sunday, custodians working the designated district Independence Day holiday the Friday prior to or the Monday following July 4 will be compensated at a rate of 1.5 times the employee's regular rate. Custodians working a 260-day calendar will be paid the above rates in addition to the holiday pay.

Custodians working the Saturday or Sunday after Labor Day, Thanksgiving, either of the two paid Christmas holidays, either of the two paid district New Years holidays, Martin Luther King Day, Good Friday, Independence Day or Memorial Day will be compensated at a rate of 1.5 times the employee's regular rate. The intent of the premium pay for these days is to promote adequate staffing at weekend events. The parties agree the district has preserved its right to schedule work, and in the event the work week is redefined by the district, the above days will be adjusted accordingly.

Custodians working Good Friday on those years that Good Friday is an unpaid day will be compensated at the regular pay rate unless those hours would cause that employee to have worked beyond the 40-hour limit for that week, and then the employee would be compensated at a rate of 1.5 times the employee's regular rate for only hours worked beyond the 40 hours.

- c. Call-back time: Call-back time is defined as the time worked due to being required to return to non-preplanned, emergency work outside of the employee's regular work hours for that particular day. Time which extends the regular work day for an employee is not

defined as call-back time. For example, time worked by an employee who returns to work from home to secure the building after a door has been reported unlocked at a time outside of the employee's regular scheduled hours for that day is considered call-back time. On the other hand, if an employee at the direction of his supervisor begins his day earlier or ends his day later than regularly scheduled, the time is not considered call-back time.

When an employee works time which fits the definition of call-back time, the employee will receive pay at 1.5 times their regular rate of pay. Due to the fact that employees must return unexpectedly to work, a minimum of two hours of call-back pay will be earned.

- d. The premium pay outlined in 6-2 b. and 6-2 c. above shall not be considered as part of the employee's regular rate for overtime pay purposes. The hours worked while earning the premium pay will be counted toward the 40-hour threshold for overtime. The employee's regular work day or regular work week is to be established for each employee who may perform such work by management and such established periods shall be deemed part of this Agreement.
- e. An employee may request compensatory time in lieu of overtime pay, with approval of the Director of Operations or designee, with the rate figured as 1½ times the number of hours worked in excess of 40 hours in any work week.
- f. Custodial employees will be reimbursed for accumulated compensatory time at retirement or separation from the school district, contingent upon prior approval and documentation by immediate supervisor.
- g. Hours of work for part-time employees are determined at time of original and/or change in assignment by their supervisors.
- h. Each eight (8) hour employee is entitled to a minimum of a half-hour's non-working time for lunch and two (2) fifteen (15) minute break periods. These times will be scheduled by groups when possible, but will be flexible. Employees working less than eight hours a day will be entitled the following break periods:

Work Day	Total Minutes
6 hours	20 minutes
4 hours	15 minutes
Less than 4 hours	No break time

Custodial employees are to inform their direct supervisor of any emergency work completed during their designated lunch period. Depending upon the length and timing of the interruption, the supervisor may alter the lunch period schedule for that day, grant early release time to the employee, compensate the employee or grant comp time to the employee.

6-3. Service Year Stipend - See Appendix A.

Eligibility begins in the fiscal year following the completion of the number of years of continuous LPS service in any capacity (except as a substitute or an hourly employee working sporadically). An approved leave of absence does not cause a break in continuous service, but the time away from work during the leave of absence does not count as credited work experience. If an employee's first workday with the school district is prior to October 1, that year will count as a year of service toward eligibility for the service year stipend.

6-4. Payroll Deduction for Association Dues

The school district agrees to deduct monthly from the wages of each Custodial Employees Association member (minimum of \$1.00 per month) the dues of the association. Authorization shall be in writing by each employee on a form provided by the association. The district further agrees to continue to honor dues deduction authorization, executed by the employee, in favor of the association. An employee desiring to have the district discontinue dues deductions, which he/she has previously authorized, must notify the district and the association in writing. The district agrees to transmit the dues deducted and a computerized list of who has paid to the Lincoln Public Schools Custodial Employees Association by the 15th of the month following payroll deduction.

6-5. Reclassification and Formation of New Positions

In order to best meet the needs of the district, new custodial positions and job titles may be established from time to time. Custodial employees affected by the change will be informed as soon as is feasible. The Director of Operations will use the following criteria prior to establishing a new custodial position and to reclassify custodial employees into that position.

a. Budget Constraints

During times of budget shortfalls, and in order to continue providing custodial services to all buildings, it may be necessary to reclassify custodial positions. As much as is feasible, the new positions will be filled by attrition.

b. Custodial/Mechanical Skills Required

Due to a change in building usage or other circumstances, the job description of a custodial position may change to such an extent that a reclassification or change in job title would be warranted.

c. Supervisory Skills Required

The job description of a custodial position may change due to construction, change in building usage or other circumstances. The amount of supervision required may decrease to the extent that it may warrant a change in job title.

No new classification of custodial personnel will occur without input from the Custodial Employee Association.

6-6. Duty Days — Employees are to be on duty each day as assigned.

6-7. Weather Emergency Procedures — Custodial employees will receive specific instructions of emergency storm procedures when school is not in session.

6-8. Salary Schedule

Custodians will receive the hourly salary as described in Appendix A.

6-9. Extra Responsibility

Custodians filling in for absent supervisors for an entire eight-hour shift will receive an additional \$1.00 per hour beginning with the first eight-hour shift during which the employee serves as a substitute.

Assistant Custodial Supervisors will receive a \$1.00 per hour stipend for filling in for the Custodial Supervisor after fifteen (15) consecutive work days of substitution, excluding vacations. The stipend will begin on the 16th day of substitution.

6-10 Pool Maintenance in the Absence of Supervisory Staff

A custodian, in the absence of supervisory staff, will receive an additional \$1.00 per hour for hours in which the pool is being utilized and the custodian is appointed to monitor the pool. The custodian must have a current, valid pool maintenance license and must be appointed by a supervisor to that responsibility prior to the event. Those employees receiving the extra responsibility stipend (Section 6-9) are not eligible for this stipend.

6-11. Travel Reimbursement

Mileage will be paid for employees who are required to drive their own vehicles during their regular scheduled working hours between two work sites. Claims for reimbursement will not be honored unless the travel has been authorized by the appropriate department superintendent or director. The allowable rate is determined by the Internal Revenue Service, unless otherwise required by law.

6-12. Any compensation paid to an employee, due to a rental agreement with a non-district entity, shall not be considered as part of the employee's regular rate for overtime pay purposes.

**ARTICLE VII
LEAVES**

7-1. Sick Leave — Full-time employees working on a twelve-month basis will receive twelve (12) days (96 hours) sick leave each year with a total accumulation equaling the number of days in their work year. Less than 12-month employees will receive sick leave at the rate of 10 days a year with a total accumulation equaling the number of days in their work year.

a. Provision is made for sick leave during the course of the work year. Absence due to personal injury or accident not arising in the course of employment, absence due to illness of a person residing in the same home as part of the family, and also children, parents, parents-in-law, and siblings not residing in the same home, and absence due to quarantine laws of the State are interpreted as sick leave. Employees may use available sick leave days if they or their spouse are required to participate in an Employee Assistance Program (EAP).

b. Each employee will earn one day (eight hours) per month and will accumulate a maximum of twelve (12) days per year for 12 month employees. Less than twelve (12) month employees will earn ten (10) days (80 hours) per year or a pro-rated portion thereof. All

employees shall be allowed to accumulate any unused portion of their current sick leave, up to the number of days in their work year.

- c. Employees who separate from the Lincoln Public Schools will be paid for their unused sick leave according to the chart below. If an employee's first workday with the school district is prior to October 1, that year will count as a year of service toward eligibility for pay for unused sick leave.

<u>Years of Continuous LPS Service</u>	<u>Pay for Unused Sick Leave/Hour</u>
10-14 years	\$4.00
15-19 years	\$5.00
20 years	\$6.00

The payment for unused accumulated sick leave upon retirement, which meets the qualifications of the district non-elective 403(b) plan, will be paid through a contribution to such plan subject to the annual contribution limit under Internal Revenue Code (IRC) section 415. Any amount in excess of the annual contribution limit of IRC section 415 will be paid as taxable compensation to the retiree.

- 7-2. Emergency Leave — Employees shall be granted a maximum of three (3) days emergency leave annually for the purpose of attending to EMERGENCIES.

Request for absence to be classified as emergency leave will be made to the Associate Superintendent for Human Resources in writing on a Request for Leave form explaining the reason for the absence. The Associate Superintendent for Human Resources will determine if the absence qualifies for emergency leave. Twenty-four (24) hours notice, when possible, shall be given by the employee to his or her immediate supervisor.

The following items are typical of approved requests for emergency leave:

- a. Transactions of serious personal business which cannot be arranged for at a time other than work hours.
- b. Legal arrangements which are related to the immediate family of the employee.
- c. Compliance with court summons.
- d. Special examination administered by a university for an advanced degree program.
- e. Extension of bereavement leave.
- f. Immediate family emergencies which are beyond the control of the employee, e.g. surgery, serious illness, after sick leave is exhausted.
- g. Absence of an employee resulting from mandatory pre-induction physical examination requested by the Selective Service System, Reserves and National Guard.
- h. To participate in religious observance obligation which cannot be attended prior to or after the normal work day schedule.

- i. To attend the funeral of a friend, relative, or acquaintance, if not covered by bereavement leave.
- j. To attend the graduation or wedding of a son or daughter.
- k. Extend sick leave when it becomes exhausted.

Emergency leave days (hours) that are unused during the current school fiscal year, will rollover and become part of the employee's accumulated sick leave balance the following school fiscal year. The maximum sick leave accumulation will remain equal to the number of days in the employee's work year.

7-3. Worker's Compensation

Employees will be provided workers compensation leave as required by state statutes. Employees are required to immediately report any work-related injury and/or work-related medical condition to their supervisor, call Risk Management, and complete all appropriate paperwork.

Worker's compensation salary benefits do not begin until seven (7) calendar days after the date of injury. Employees who sustain a compensable work-related injury will not be docked for the work days missed, due to the injury, that fall within that seven (7) calendar days. In addition, employees will not be docked for time spent receiving medical treatment related to the injury. If an employee is disabled beyond six (6) weeks, worker's compensation benefits will be paid for the first seven (7) days. At that time, the amount paid under worker's compensation for the seven days following the injury will be deducted from the employee's pay.

7-4. Holidays

All 260-day employees are granted the following holidays during the school year in accordance with the calendar established annually.

- Labor Day
- Thanksgiving
- The day following Thanksgiving
- Winter Break (two days)
- New Years (two days)
- Martin Luther King Jr. Day
- Spring Break
- Memorial Day
- Independence Day

In order to accommodate a student and teacher calendar which varies from year to year, twelve (12) month custodial employees are granted either ten (10) or eleven (11) holidays each year. One or more non-paid holiday(s) may be necessary depending on the number of days in the work year (September 1 through August 31) to achieve a 260-day work year.

- 7-5. Vacation Leave — All full time (260-day) employees who have had continuous Lincoln Public Schools service will be provided vacation leave according to the schedule below. Vacation dates must be approved by the supervisor.

<u>Years of Service</u>	<u>Days</u>
0-5	12
6-10	15
11-15	18
16-20	20
21+	21

The increase in the number of vacation days from one level to the next occurs on the employee's anniversary hire date. For example, when an employee starts his sixth year of employment, the total annual vacation leave increases from 12 days to 15 days.

Vacation time earned during one contract period must be used prior to the completion of the succeeding contract period. Unused vacation days are forfeited unless prior approval is obtained from the department superintendent and the Associate Superintendent for Human Resources.

Upon separation of the employee from Lincoln Public Schools, the school district will pay to the employee the value of unused vacation.

The payment for unused accumulated vacation leave upon retirement, which meets the qualifications of the district non-elective 403(b) plan, will be paid through a contribution to such plan subject to the annual contribution limit under Internal Revenue Code (IRC) section 415. Any amount in excess of the annual contribution limit of IRC section 415 will be paid as taxable compensation to the retiree.

- 7-6. Bereavement Leave — A total of not more than five (5) working days on full pay is allowed each employee for absence in case of death to attend the funeral in the immediate family defined as spouse, children, mother, father, mother-in-law, father-in-law, brother, sister, son-in-law, daughter-in-law, grandchildren or person residing in the same home as a part of the family.

A total of not more than three (3) working days on full pay is allowed for each employee for absence in the case of death to attend the funeral of other members of the family, defined as brother-in-law, sister-in-law, grandparents, aunt, uncle, niece, nephew.

Employee may be excused, without loss of pay, for a period of up to four (4) hours, to attend a funeral service of friends or relatives not listed above. This time period may be extended by use of emergency leave. The employee is required to notify the principal or supervisor for approval. A maximum of four hours of this leave may be used per school year.

- 7-7. Jury Duty — Employees of the Lincoln School District are encouraged to fulfill their citizenship obligation of jury duty. Their salary will continue during time spent in jury service.

Employees shall give their immediate supervisor notice within a reasonable time of receiving a jury summons. Employees are expected to follow absence reporting procedures. If an employee is dismissed from jury duty for the remainder of the day, the employee is to report to work for the balance of the day.

Employees on a work schedule that does not coincide with the general school day schedule shall contact their supervisor upon receiving a jury summons to determine their work schedule during the period of jury duty service. Upon being dismissed from jury duty each day, such employees shall contact their supervisor to receive instructions as to when or whether to report to work that day.

7-8. Personal Leave (Unpaid) — If for any reason, the above leaves are not available to the employee, personal leave may be requested, and must be approved by the Associate Superintendent for Human Resources.

- a. Personal Leave may not be extended beyond the current work year.
- b. Deduction in compensation for such absence is made.
- c. Leaves will not be granted to accept positions elsewhere.

7-9. Military Leave — Personnel who are members of the Reserves or National Guard will be entitled to military leave in accordance with all applicable state and federal statutes.

7-10. Special Leave Day — Custodial employees who have been employed with the Lincoln Public Schools in any capacity (except as a substitute or an hourly employee working sporadically) for five (5) years of consecutive service may take one (1) day of special leave, at no cost to the employee. The Special Leave Day may be taken in the school year, and in each successive year, following the completion of five (5) years of employment. If an employee's first workday with the school district is prior to October 1, that year will count as a year of service toward eligibility for the special leave day. This day will be agreed upon between the employee and the supervisor. Unused special leave day will be carried over to become part of the accumulated sick leave balance for the next year.

7-11. Definition of Day — In the sections above concerning leave, a day is defined as the employee's regular work assignment for the day of absence.

7-12. Voluntary Leave Transfer for Catastrophic Illness

The Voluntary Leave Transfer gives custodial employees the opportunity to help fellow employees by donating annual leave to employees faced with serious personal or family medical conditions that require their absence from duty for a prolonged period of time.

In order to be a leave recipient an employee must:

- a. Be a Lincoln Public Schools custodial employee.
- b. Exhaust all other types of available leave.
- c. Provide the Associate Superintendent for Human Resources, or their designee, with written confirmation from a physician on the approved LPS form that the employee or immediate family member is suffering from a medical condition requiring the employee be absent from work. For purposes of this program, immediate family shall be defined as family members residing in the same home as well as children, parents, parents-in-law and siblings not residing in the same home.

After the Associate Superintendent for Human Resources has approved an employee as a leave recipient, custodial employees may donate annual sick leave. Said donation shall be submitted in writing on the form provided by the Human Resources Office for this purpose.

Approved leave recipients may solicit leave donation from within their own building and/or use District or Association communication channels. In order to protect employee privacy, no solicitation of leave shall be undertaken without their prior approval.

Leave shall be requested in a block of time not greater than 30 days and not greater than the remainder of the current school year. The donation shall be made in whole day increments and submitted in writing on the form designated by Human Resources. Leave shall be transferred in the order received and any leave remaining shall be returned to the original contributor.

An employee may use a maximum of 30 days of donated leave within a school year. For the purpose of the donated leave program, a school year is defined as the period of time starting on September 1 and ending on August 31 for 260-day employees and the work schedule calendar for other employees.

Staff may make additional leave transfer requests if the illness extends beyond the original anticipated date. All leave transfer donations shall be treated as confidential.

Leave may be transferred to and from an employee in another employee group, if that group has a similar leave transfer for catastrophic illness and that group agrees to a reciprocating arrangement with the Association.

ARTICLE VIII SALARY

8-1. Wages — The 2010-2011 and 2011-2012 salary schedules are found in Appendix A.

8-2. Shift Stipend — The salary schedules found in Appendix A include all shift stipends.

ARTICLE IX FRINGE BENEFITS

9-1. Each year, by a date designated by the district, each member must certify in which of the following optional programs he/she wishes to enroll:

1. Educators Health Alliance (Currently Blue Cross Blue Shield of NE)
2. Disability Insurance
3. Group Life Insurance
4. Dental Insurance
5. Vision Insurance

Each custodian who purchases a district health insurance policy through the Educators Health Alliance (currently Blue Cross Blue Shield of Nebraska) will receive an amount per month toward that purchase. See Appendix A for amounts.

Eligibility for enrollment or re-enrollment in the district health plan is dependent upon any applicable Family Medical Leave Act provisions, the underwriting guidelines of the health insurance company, the district's Section 125 Flexible Benefits Plan, the rules of the Benefits

Department concerning eligibility of newly hired employees, and the employee's ability to pay his/her portion of the premium through payroll deduction for the remainder of the fiscal year.

- 9-2. Death Benefit — The Board of Education provides a \$20,000 death benefit for each employee having a regular work assignment.

ARTICLE X SPECIAL PROVISIONS

- 10-1. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the mutual consent of both parties in written and signed amendments to this agreement.
- 10-2. A copy of this agreement will be made available for individual review upon request.
- 10-3. This agreement will become effective with the expiration of the present agreement on September 1, 2010, and shall continue until August 31, 2012.
- 10-4. Reopener Language — In the event that either levy election, judicial action, legislative action, or the petition process results in changes in the constitution or current statutes changing the funding available to Lincoln Public Schools, either party may reopen this agreement for the purposes of modifying the salary and fringe benefits during the term of this agreement. In the event that the district's contribution to the Nebraska Public Employees Retirement System increases, either party may reopen this agreement for the purpose of modifying the salary and fringe benefits during the term of this agreement. In the event that the Educators Health Alliance mandates an open enrollment or a special enrollment either party may reopen this agreement for the purpose of modifying the salary and fringe benefits during the term of this agreement.

It is understand and agreed that the health insurance law; the available health insurance offerings; future premium rates; and underwriting guidelines are in an unsettled status. It is agreed that either party may reopen this agreement for the purpose of modifying salary and fringe benefits during the term of this agreement in the event either party determines such to be in their best interests.

- 10-5. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Custodial Employees Association

Michael J. Duda
Chairperson of Negotiation Team

Kendall Stege

Delane Kaulk

9-9-2010
Date

Board of Education

Kathya Daulton
President

Chairperson of Negotiation Team

Date

APPENDIX A
Lincoln Public Schools
Custodial Salary Schedule
2010-11 and 2011-12

2nd Shift Custodial Supervisor I		2nd Shift Custodial Supervisor II		2nd Shift Custodial Supervisor III		1st Shift Ass't. Custodial Supervisor I		1st Shift Ass't. Custodial Supervisor II		1st Shift Ass't. Custodial Supervisor III	
10-11	11-12	10-11	11-12	10-11	11-12	10-11	11-12	10-11	11-12	10-11	11-12
17.52	17.65	18.05	18.18	19.57	19.71	14.73	14.83	15.13	15.24	16.65	16.77
17.79	17.92	18.34	18.47	19.88	20.02	14.96	15.07	15.38	15.49	16.92	17.04
17.93	18.06	18.47	18.61	20.00	20.15	15.12	15.23	15.51	15.62	17.07	17.19
18.28	18.41	18.86	18.99	20.40	20.54	15.41	15.52	15.83	15.95	17.39	17.51
18.77	18.91	19.33	19.47	20.88	21.03	15.91	16.02	16.32	16.44	17.88	18.01
19.26	19.40	19.81	19.95	21.36	21.51	16.38	16.50	16.82	16.94	18.38	18.51
19.74	19.88	20.30	20.45	21.87	22.02	16.88	17.00	17.29	17.42	18.88	19.01
20.21	20.36	20.79	20.94	22.35	22.51	17.37	17.49	18.11	18.24	19.35	19.49

1st Shift Custodian 260 Day		2nd Shift Custodian 180 / 260 Day		3rd Shift Custodian 260 Day		1st Shift Custodian 201 Day		2nd Shift Custodian 201 Day		3rd Shift Custodian 201 Day	
10-11	11-12	10-11	11-12	10-11	11-12	10-11	11-12	10-11	11-12	10-11	11-12
12.26	12.35	12.47	12.56	12.66	12.75	12.26	12.35	12.47	12.56	12.66	12.75
12.47	12.56	12.66	12.75	12.86	12.96	12.47	12.56	12.66	12.75	12.86	12.96
12.61	12.70	12.81	12.90	13.01	13.10	12.61	12.70	12.81	12.90	13.01	13.10
12.86	12.96	13.06	13.15	13.26	13.35	12.86	12.96	13.06	13.15	13.26	13.35
13.57	13.67	14.26	14.36	14.47	14.57	13.57	13.67	13.77	13.87	13.97	14.07
14.55	14.66	14.75	14.85	14.95	15.06	14.06	14.17	14.26	14.36	14.47	14.57
15.05	15.16	15.25	15.36	15.44	15.55	14.55	14.66	14.75	14.85	14.95	15.06
15.53	15.65	15.72	15.83	15.93	16.04	15.04	15.15	15.23	15.34	15.43	15.54

Service Year Stipend Schedule

The service year stipend for 2010-11 and 2011-12 is paid in addition to salary according to the table below.

Years Service	Hourly Rate
3 - 4	0.25
5 - 9	0.30
10 - 14	0.35
15 - 19	0.40
20 - 24	0.45
25+	0.50

Monthly District Health Insurance Contribution

	10-11	11-12
Employee Only Coverage	456.90	498.37
Employee + Child(ren) Coverage	628.48	703.69
Employee + Spouse Coverage	711.29	796.43
Employee+Spouse+Child(ren) Coverage	939.58	1,053.29

If a custodian takes Employee+Spouse+Child(ren) coverage and his/her spouse is an LPS employee who is eligible for district EHA health insurance but who is not taking EHA health insurance, there is an additional district contribution of \$359 per month in 2010-2011 and 2011-2012.