

# **PROFESSIONAL AGREEMENT**

## **BETWEEN**

### **LINCOLN BOARD OF EDUCATION and the**

### **LINCOLN PUBLIC SCHOOLS ASSOCIATION OF OFFICE PROFESSIONALS**

**2010-2011 and 2011-2012**

#### **Preamble**

The Board and the Lincoln Public Schools Association of Office Professionals agree to continue the prior practice of cooperative effort on all matters of common concern in a manner which provides for wide participation of office personnel in decisions affecting their working conditions. The Board does not intend nor does it expect decisions to be made unilaterally.

#### **SECTION I**

##### **Recognition**

- 1-1** The Board of Education exclusively recognizes the Lincoln Public Schools Association of Office Professionals (LPSAOP) for the purpose of negotiating salary and working conditions for all members.

#### **SECTION II**

##### **Negotiation Procedures**

- 2-1** Negotiations shall be conducted as follows:
- a. On or after September 1, 2011, LPSAOP shall transmit to the Superintendent of Schools and the Board of Education, a request to be recognized as the official bargaining unit for office employees. Upon approval of the request, the Board or its representatives and LPSAOP will schedule negotiation meetings to discuss salary, fringe benefits and conditions of employment.
  - b. During negotiations, 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 and made available to all office employees.

- 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.

### **SECTION III Working Conditions**

**3-1 Paychecks**--Office personnel working a full school year will be paid in twelve (12) equal salary payments. Newly hired employees and employees who terminate employment will be paid according to the schedule developed by the Payroll Department. Office professionals working a 200-day calendar may choose to receive their June, July and August paychecks at the end of June and 220-day office professionals may choose to receive their July and August paychecks at the end of July. To exercise this accelerated payment option, a proper form must be received in the Payroll Office, Box 32, by July 15th prior to the school year to which the election applies or prior to the first day of work for employees employed after July 15th. The election will remain in effect indefinitely as long as the employee is employed and this election is available to the employee group. However, the employee may revoke election effective for a future school year so long as the employee submits a written revocation prior to July 15th of the school year for which the revocation relates. Such revocation must be received by the Payroll Office, Box 32, LPSDO on or before July 15th of the school year for which the revocation relates.

#### **3-2 Work Schedule:**

- a. Rest Breaks--Office personnel are entitled to two fifteen-minute breaks in an eight-hour day.
- b. Hours of Work--On-duty working hours will be determined by the Human Resources Division. In some cases, it may be necessary for school offices to rearrange the office personnel work schedules to insure adequate coverage. Authorization to modify office work schedules must be approved by the Human Resources Division, and work schedules must be on file in that office.
- c. Emergency Storm Procedure--Unless directed otherwise by the district office, office professionals will be expected to work on those days when student attendance is cancelled. If the office professional is unable to attend, the office professional must use available appropriate leave or receive no compensation for the day.
- d. Staff Input--The Lincoln Public Schools Association of Office Professionals will be asked to provide input for the work calendar and the Office Personnel Handbook when it is prepared by the Human Resources Division.

**3-3 Working Environment/Ergonomics**--If you have concerns about your work station in terms of health, safety or ergonomics, the following procedure should be followed:

- a. Notify the Risk Management Department in writing of your concern.
- b. Risk Management will arrange for an audit of your work station. The audit will be conducted by either an internal or external source as designated by Lincoln Public Schools Risk Management.

- c. A report of the audit will be prepared by Risk Management outlining the recommendations.
- d. Risk Management will forward the report to the appropriate supervisor for follow-up and implementation. A copy of the report will be sent to the employee(s) who initiated the concern and to the LPSAOP President.
- e. Should the concern continue to exist following the procedure outlined above, the employee may present the concern to the Office Personnel Advisory Committee.

**3-4 Overtime Pay**--All requests to work overtime must be requested by the immediate supervisor who must have received prior approval from the appropriate Associate Superintendent. Overtime pay must be paid for each hour worked in excess of the maximum workweek (40 hours), applicable to the type of employment in which the employee is engaged. Overtime pay must be paid at the rate of not less than 1½ times the employee's regular rate of pay for all hours worked in excess of the maximum workweek. All hours paid but not worked do not count toward the 40-hour threshold for payment of overtime.

The employee may request compensatory time in lieu of overtime pay, with approval of the immediate supervisor, with the rate figured at 1½ times the number of hours worked in excess of 40 hours in any workweek. Compensatory time may be accumulated to 240 hours.

Office personnel will use the method prescribed by Payroll to document authorized overtime and comp time. All payments for overtime will be made at the end of the month with the regular salary.

Some office professionals are exempt from the Federal regulations concerning overtime. Those individuals are not eligible for overtime compensation or compensatory time outlined above.

**3-5 Association's Registration Fees**--The School District agrees to provide the Lincoln Public Schools Association of Office Professionals the sum of \$1250 for the 2010-2011 and 2011-2012 school years for partial reimbursement to attend state, regional, and national educational office personnel conferences which will be administered through the Association's treasurer.

**3-6 Office Substitution**--Office personnel are to notify their administrator or supervisor if they are unable to report to work. Office personnel substitutes may be obtained by calling the Human Resources SubFinder line, 436-1870, subject to the approval of their immediate supervisor.

Office personnel are generally not required to call substitutes for teacher or paraeducator replacements in their building.

**3-7 Professional Development**

The school district will pay the tuition and fees for up to sixteen (16) hours of college credit per school fiscal year (September 1 through August 31) for business courses through Southeast Community College (SCC) and an equivalent amount toward the tuition and fees for approved courses at other area colleges and universities for office personnel interested in continuing their professional development. The district will pay the current SCC Nebraska resident tuition rate per credit hour plus student services fees not to exceed \$1.00 per credit

hour. Prior approval for course registration must be received through the office of the Associate Superintendent for Human Resources. A final grade of at least a "C" must be earned in order to receive reimbursement for a course.

See Office Personnel Addendum to the Classified Employee Handbook for details.

### **3-8 Staff Development Workshops**

- a. The Board of Education encourages all office personnel to take advantage of workshops and classes offered by the Lincoln Public Schools Staff Development Department and the Lincoln Public Schools Association of Office Professionals (LPSAOP) during the school year. The workshops shall consist of topics related to needs as determined by the inservice committee of the Association working with the Associate Superintendent for Human Resources and/or designee.
- b. The Board agrees to provide sufficient funds to provide for speaker fees and/or materials. Workshop days will be days students are not in session, thereby permitting the office personnel an opportunity to participate. Every effort will be made to ensure the office professional group will receive one full day of inservicing.
- c. Office staff **REQUIRED** to take inservice training during off-duty hours will be paid their regular rate of pay for time spent in training sessions. This is only for those employees **NOT** taking the class for Southeast Community College/PSP credit.

**3-9 Personnel Files**--A copy of any written comments about an office employee, to be included in the individual's personnel file, must be given to the individual and so noted on the copy by the author. Office personnel may make an appointment with Human Resources to review their personnel file at any time.

### **3-10 Job Classifications**

- a. A copy of each job classification will be on file in the Human Resources Department.
- b. The Reclassification Committee duties and responsibilities are included in the Classified Employee Handbook. The LPSAOP President will be consulted prior to the appointment of the office professional to the Reclassification Committee, with the District maintaining the authority to appoint the member. The office professional appointed to the committee will produce a written report for the LPSAOP President. Prior to presenting the report to the LPSAOP President, the office professional will have the report approved by the Human Resources administrator in charge of the Reclassification Committee.

**3-11 Vacancies/Transfers**—Generally, office vacancies are posted. Vacancies which do not require posting are inter-departmental or within a building which would result in a lateral move within the same classification of office personnel. All Secretary 3 and Secretary 4 vacancies will be posted.

An employee must meet the minimum requirements for the position to which transfer is requested before consideration may be given to the request.

- 3-12 Schedule Placement**--New office personnel with no experience will be placed on the entry level of each salary schedule. The administration retains the flexibility to place new office personnel with previous experience no higher than level one of office personnel salaries at each classification (see Appendix A).
- 3-13 Staff Reduction**--Office personnel currently employed will be given consideration prior to employing new office personnel during a period of staff reduction.

#### **SECTION IV Leaves**

- 4-1 Sick Leave**--Office personnel who have a 12-month (260-day) work year will earn nine (9) days during the 2010-2011 and 2011-2012 school years. Employees having a 200-day work year will earn seven (7) days of sick leave during the 2010-2011 and 2011-2012 school years. Employees having a 220-day work year will earn eight (8) days during the 2010-2011 and 2011-2012 school years. The maximum accumulation of sick leave equals the number of days in the employee's work year.

Sick leave is prorated according to the percent of the total possible work days that they will be employed during that year for employees having less than a 260-day work year and who start their employment with Lincoln Public Schools after the beginning of a work year.

Sick leave accrual will be prorated on a monthly basis.

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 the quarantine laws of the State are interpreted as sick leave available. Employees may use available sick leave days, if they or their spouse are required to participate in an Employee Assistance Program (EAP).

Employees who separate from the Lincoln Public Schools following ten (10) years of employment in any capacity (except as a substitute or an hourly employee working sporadically) will receive four dollars (\$4.00) per hour for each hour of accumulated sick leave. Following fifteen (15) years of service the employee will receive five dollars (\$5.00) per hour and following twenty (20) years of service the employee will receive six dollars (\$6.00) per hour. If an employee's first work day 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.

Upon the death of an employee, the district will pay to the beneficiaries or estate any monetary value of all unused accrued sick days according the criteria above.

A 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 the 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.

**Sick Leave Borrow**--Office personnel who have been with the Lincoln Public Schools system for five (5) years or more in any capacity (except as a substitute or an hourly employee working sporadically), and have exhausted their sick leave, may borrow up to all of their next year's sick leave allotment. The next year's sick leave allotment will be reduced by the days borrowed. If the employee resigns, the final warrant will be reduced by the number of borrowed days used.

### **Voluntary Leave Transfer for Catastrophic Illness**

The Voluntary Leave Transfer gives office professionals 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 office professional.
- 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, office professionals may donate annual sick leave. (It should be noted that Federal law prohibits the donation of accumulated leave for this purpose.) 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.

**4-2 Emergency Leave**--Employees shall be granted one (1) day of 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 leaves:

- a. Transactions of serious personal business which cannot be arranged for at a time other than work hours. (Seeking, preparing for, or working at other employment is excluded.)
- b. Legal arrangements which are related to the immediate family of the employee.
- c. To comply with court summons.
- d. Special examination administered by a university for an advanced degree program.
- e. To extend 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 a religious observance obligation which cannot be attended prior to or after the normal work 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 the employee or member of the employee's immediate family.
- k. To extend sick leave when it becomes exhausted.

The emergency leave day is non-accumulative but if unused during the current school fiscal year, it will roll over 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.

- 4-3 Annual Leave**--Employees will be granted two (2) annual leave days per year. Annual leave may be used at the discretion of the employee. No reason needs to be provided by the employee but the absence must have prior approval of the supervisor. Annual leave days (hours) are non-accumulative but if unused during the current fiscal year will roll over and become part of the employee's accumulated sick leave balance the following fiscal year. The maximum sick leave accumulation will remain equal to the number of days in the employee's work year. Annual leave is prorated the first year if employees begin their employment with the Lincoln Public Schools after the beginning of the work year.
- 4-4 Special Leave Days**--Office personnel who have been employed with the Lincoln Public Schools for eight years of consecutive service, in any capacity, except as a substitute or an hourly employee working sporadically, may take two days for personal leave, at no cost to employee. These days will be agreed upon between the employee and the supervisor. One of the two days will be taken with no substitute assigned. If an employee's first work day with the school district is prior to October 1, that year will count as a year of service toward eligibility for special leave days. Special leave days (hours) that are unused during the current school fiscal year will roll over 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.
- 4-5 Workers 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 the Risk Management Office, and complete all appropriate paperwork.

Worker's compensation salary benefits do not begin until seven (7) calendar days after the date of the 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.

- 4-6 Leave of Absence**--Office personnel are eligible to apply for leave of absence for up to one year. There will be a deduction in compensation for such leave.

Leave of absence may be granted with agreement on the part of the Board of Education that the employee will return to service in the Lincoln Public Schools at the expiration of the leave period, with placement on the salary schedule at the same basic rate which would have been received at the time the leave was granted, subject to such adjustments as the Board of Education may have made during the leave period. Cumulative benefits earned prior to the leave shall be reinstated to the employee upon return to duty.

A leave of absence will not be granted to accept employment outside the school district.

**4-7 Holidays**

All twelve (12) month employees are granted the following holidays in accordance with the calendar established annually:

- Labor Day
- Thanksgiving and the Friday following
- Winter Break (2 days)
- New Years (2 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 office professionals 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.

**4-8 Vacation Leave--**Office personnel who work a twelve (12) month (260-day) year will receive vacation monthly. Accrued vacation may be taken on dates approved by their supervisor and the Associate Superintendent for Human Resources.

All twelve (12) month (260-day) full-time employees will be provided the following vacation time:

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

Vacation time earned during one work year must be used prior to the completion of the next work year. 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/her sixth year of employment, the total annual vacation leave increases from twelve (12) days to fifteen (15) days.

Upon termination of employment, the employee will receive payment for unused accrued vacation days. A 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 the 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.

Upon the death of an employee, the district will pay to the beneficiaries or estate any monetary value of all unused accrued vacation leave.

#### **4-9 Bereavement Leave**

A total of not more than five (5) consecutive 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 in the same home as a part of the family.

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

Pallbearer service qualifies for bereavement leave.

Office personnel 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 other than those listed above. This time period can be extended by use of emergency leave, annual leave or vacation, and office personnel are required to notify their principal or supervisor for approval. A maximum of four hours of this leave can be used each year.

**4-10 Professional Leave**--All office personnel will have professional leave to attend work-related workshops, committee meetings, conventions and classes with the approval of their administrator.

**4-11 Definition of Day**--In the sections above concerning leave, a day is defined as the employee's regular work assignment for the day.

### **SECTION V Salary**

**5-1 Wages**--See Appendix A for the salary schedules for 2010-2011 and 2011-2012.

**Service Year Stipend**--Office personnel are eligible for a service year stipend, in addition to their regular hourly salary, according to the chart below. 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). If an office employee's first work day 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. See Appendix A for the service year stipends for 2010-2011 and 2011-2012.

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.

**5-2 PSP Certificate**--The Board agrees to provide a stipend to those personnel meeting the standards established by the National Association of Educational Office Personnel Professional Standards Program: See Appendix A for the PSP stipends for 2010-2011 and 2011-2012.

In order to continue to receive the PSP stipends, office professionals must continue to meet the standards established by the National Association of Educational Office Personnel Professional Standards Program.

## **SECTION VI Fringe Benefits**

- 6-1**
- a. Each year, by a date established by the district,, each member must certify in which of these 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
  - b. The administration is willing to review or study with the Association procedures to reduce absenteeism and accommodate those who stay well on the job.
  - c. Each office professional who purchases a district health insurance policy through the Educators Health Alliance (currently Blue Cross Blue Shield of NE) will receive the following amounts toward that purchase.

If an office professional 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 \$363 per month in 2010-2011 and 2011-2012.

During the month of December 2010, the employee will have no deduction for health insurance.

Eligibility for enrollment or re-enrollment in the district health plan after a leave of absence 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.

- 6-2**     **Death Benefit**--The Board of Education provides a \$20,000 death benefit for the beneficiary of each regular employee.
- 6-3**     **Mileage**--Mileage will be reimbursed for required travel on behalf of the district at the allowable rate determined by the Internal Revenue Service, unless otherwise authorized by law.
- 6-4**     **Payroll Deduction of Association Dues**--The school district agrees to deduct monthly from the wages of each LPSAOP member (minimum of \$1.25 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 Association of Office Professionals by the 15th of the month following payroll deduction.

- 6-5 Additional Duties Due to an Absence** - In the event an office professional is required to perform his/her duties as well as all of the essential duties of another office professional for eleven (11) or more consecutive working days, the office professional will be compensated an additional \$1.50 per hour. The additional salary will be retroactive to the first day of the eleven (11) consecutive working days.

In the event two office professionals are required to perform their duties as well as all of the essential duties of another office professional for eleven (11) or more consecutive working days, the office professionals will be compensated an additional \$.75 per hour. The additional salary will be retroactive to the first day of the eleven (11) consecutive working days. In order to be eligible for the additional salary, the principal must initiate the request and the Human Resources Representative for Office Professionals must approve the request.

The above additional salary amounts are only available if a substitute is not provided for the absent office professional.

## **SECTION VII Grievance Procedure**

- 7-1** The following grievance procedure is proposed to apply to employees:

The purpose of this procedure is to resolve disputes arising from the administration of the negotiated agreement. The grievance procedure set forth in the employee manual 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.

Any employee may have the right to have a representative of the Association, or a representative of their choosing, present at any step of the grievance procedure.

A grievance is defined as an alleged violation of the negotiated agreement.

(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.

**STEP 1 (Informal).** The request or complaint shall be orally made to the employee's immediate supervisor within twenty (20) working 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 and served in triplicate, on the supervisor. 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. 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 Step 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 provided for in Step 2 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/her 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 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 provided for in Step 3 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 5. If a satisfactory settlement is not reached at Step 4, 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 4 is received. The Board or a committee thereof 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 shall 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.

### **General Conditions**

**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.

**Time Limits.** The time limits stipulated shall be considered as a maximum to ensure resolving grievances as rapidly as practical. Time limits may be extended only under conditions of written mutual consent by the grievant and the employer.

**Failure to Meet Time Limits.** Failure of the aggrieved party to proceed to any step of the grievance procedure within prescribed time limits 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.

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.

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.

## **SECTION VIII Special Provisions**

- 8-1** This agreement will become effective with the expiration of the present agreement on September 1, 2010, and shall continue until August 31, 2012.
- 8-2** This agreement, shall constitute the full and complete agreement 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.
- 8-3** Copies of this agreement between LPSAOP and Lincoln Public Schools shall be printed at Board expense upon signatures by both parties and shall be made available to all office personnel. Upon ratification of the negotiated agreement by LPSAOP and the Board of Education, a signed copy of the agreement shall be provided to LPSAOP within sixty (60) calendar days.
- 8-4** **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 understood 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.

**8-5** 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.

**Lincoln Public Schools Association of Office Professionals**

Susan Bell, CEOE  
President 2009-2010

Susan Bell, CEOE  
President 2010-2011

\_\_\_\_\_  
Negotiation Team Members

8-20-10

Date

Phonda Hies, CEOE  
[Signature] CEOE

Susan C Ahlberg, CEOE

Candy Johnson, CEOE

Jeanne Wenz, CEOE

Linda Stansel, CEOE

\_\_\_\_\_  
**Board of Education**

Kathy Dank  
President

\_\_\_\_\_  
Chairperson of Negotiation Team

\_\_\_\_\_  
Date

**APPENDIX A**  
**Lincoln Public Schools**  
**Office Professionals Salary Schedule**  
**2010-11 and 2011-12**

Secretary I		Secretary II		Secretary III		Secretary IV	
10-11	11-12	10-11	11-12	10-11	11-12	10-11	11-12
13.14	13.31	14.28	14.46	15.74	15.94	17.21	17.43
13.33	13.51	14.50	14.69	15.95	16.16	17.42	17.65
13.55	13.73	14.70	14.89	16.17	16.38	17.63	17.86
13.85	14.03	15.03	15.23	16.54	16.76	18.14	18.38
14.33	14.52	15.44	15.64	16.92	17.14	18.50	18.74
14.70	14.89	15.81	16.02	17.31	17.54	18.84	19.09
15.12	15.31	16.17	16.38	17.65	17.88	19.19	19.45
15.35	15.55	16.54	16.76	18.05	18.28	19.56	19.81

**Monthly District Health Insurance Contribution**

	2010-11	2011-12
Employee Only Coverage	\$458.90	\$500.37
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 an office professional 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 \$363 per month in 2010-2011 and 2011-2012.

**PSP Stipend**

The 2010-11 and 2011-12 PSP stipend is paid in addition to salary according to the table below:

Level	2010-11 / 2011-12
Basic	0.48
Assoc. Prof.	0.52
Associate Degree	0.54
Advanced 1	0.56
Advanced 2	0.60
Advanced 3	0.64
Bachelor's Degree	0.68
Master's Degree	0.72

**Service Year Stipend Schedule**

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

Years Service	10-11	11-12
5 - 9	0.55	0.55
10 - 14	0.80	0.80
15 - 19	0.85	0.85
20 - 24	0.90	0.90
25+	0.95	0.95