

# **Collective Bargaining Agreement**

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**Between**

South Sioux City Education Association Para's

**And**

South Sioux City Community School District,  
School District No. 22-0011  
Of Dakota County Nebraska

**Effective August 1, 2011 thru July 31, 2012**

**ARTICLE I  
AGREEMENT AND RECOGNITION**

~~This Agreement is made and entered into between the South Sioux City Community Schools, District No. 22-0011 of Dakota County, Nebraska (hereinafter referred to as the Board or District) and the South Sioux City Education Association Para's (hereinafter referred to as SSCEA Para's).~~

**WITNESSETH:** Whereas, certain understandings have been reached which the Board and the SSCEA Para's desire to incorporate into a written agreement.

Now, therefore, in consideration of the following mutual covenants, it is hereby agreed as follows:

The Board of Directors of the South Sioux City, Nebraska School District recognizes the SSCEA Para's as the exclusive bargaining representative for the Paras of the South Sioux City, Nebraska School District in the following bargaining unit:

**INCLUDED:** All Para's pursuant to the rules of the Nebraska Commission of Industrial Relations.

**ARTICLE II  
LABOR-MANAGEMENT RELATIONS**

2.1 Request for Meetings - The District and SSCEA Para's shall meet for the purpose of negotiating a Collective Bargaining Agreement. Requests from the SSCEA Para's for negotiation meetings shall be made by the SSCEA Para's designated representative. Requests from the Board shall be made by its designated representative.

Additional meetings shall be as agreed upon by the negotiating representatives as may be necessary.

2.2 Facilities and Equipment Usage - The SSCEA Para's shall have the right to hold meetings on school district property before or after regular school hours. Such meetings will be scheduled with the building principal. Members of the SSCEA Para's and their guests may attend said meetings.

The SSCEA Para's may use bulletin board space in each school. Only authorized representatives of the SSCEA will use the designated bulletin board space for SSCEA announcements and all material posted will relate only to the SSCEA official business.

Duly authorized representatives of the Association (example: Uniserv Director) and the respective affiliates shall notify the supervisor, before talking to any Para on school property during working hours.

2.3 Dues Deduction - A Para who is a member of the SSCEA or who has applied for membership in the SSCEA may sign and deliver to the District an assignment authorizing payroll deduction of SSCEA membership dues. Such authorization must be received by the monthly payroll cut-off date established by the District. For SSCEA Para's members in place at the beginning of the school year, the authorization must be in place by August 30<sup>th</sup> of the school year.

Pursuant to receiving a deduction authorization, the District shall deduct one tenth (1/10) of the total annual SSCEA ESP's membership dues, from the regular salary check of the Para each month.

The District shall have no responsibility for collecting said dues for any month the Para's regular salary check is insufficient to cover said deduction. The total deducted shall be remitted to the treasurer of the South Sioux City Education Association. Changes in the dues deduction rate approved by the membership can be made once each year prior to the district's September payroll cut off date. Changes in the dues deduction rate approved by the membership after that date will become effective September 1<sup>st</sup> of each year.

The SSCEA Para's agrees to indemnify and hold harmless the District, each individual Board member, and all administrators against any and all claims, suits or other forms of liability arising out of the application of the provisions in the Agreement between the parties for dues deductions.

2.4 Para's shall be notified in writing of their re-employment for the succeeding school year by the last day of the current school year.

2.5 Administrators shall discuss job performance concerns with Para's in a timely manner to allow Paras an opportunity to adjust job performance to meet the district's expectation.

~~2.6 When there is a snow day, late start or early out, Paras will be given two weeks to make-up the time they missed.~~

### ARTICLE III GRIEVANCE PROCEDURE

#### 3.1 Definitions:

A. Grievance - A grievance shall be a written complaint alleging a violation involving the application and interpretation of provisions of this agreement and Board Policy. A grievance shall contain a statement of the grievance by indicating the issue involved, the relief sought, the date the incident or alleged violation took place, if known, and the section or sections of the contract involved. The grievance shall be presented to the designated employer representative on forms mutually agreed upon and furnished by the SSCEA Para's. The grievance shall be signed and dated by the grievant.

B. Grievant - A Grievant is the person or persons making an allegation of a contract violation.

C. Party in Interest - A party in interest is the person or persons bringing the grievance and any person who might be required to take action, or against whom action might be taken, in order to resolve the issue.

3.2 Purpose - The purpose of this procedure is to resolve, at the lowest possible step, disagreements which may arise under the provisions of this contract. All parties agree these proceedings should be kept as informal and confidential as may be appropriate at any step of the process.

#### 3.3 Procedures

Step 1 – Any Para who has a grievance may, at their option, discuss the same with the supervisor, or reduce the grievance to writing and have it filed with the supervisor. The supervisor will return a written answer within seven (7) calendar days after receiving the grievance.

Step 2 - In the event a grievance has not been satisfactorily resolved at the first step, the grievant may file, within seven (7) calendar days of the supervisor's written decision at the second step, file a copy of the grievance with the Superintendent. Within ten (10) calendar days after such written grievance is filed, the Superintendent or Superintendent's designee shall meet with the grievant and SSCEA representative and attempt to resolve the grievance. The Superintendent or Superintendent's designee shall file an answer within thirty (30) calendar days of the second step grievance meeting and communicate it in writing to the Para, SSCEA representative and the supervisor.

Step 3 - If the grievance is not resolved satisfactorily at step two, the Grievant may, within thirty (30) calendar days request a meeting with the Board of Education Classified Committee. The Board shall render a decision within thirty (30) calendar days following the date of the hearing. The Boards decision on a grievance may not change or amend the terms of this collective bargaining agreement.

3.4 Meetings and Hearings - All meetings and hearings under this procedure shall be conducted in private and shall include only the parties of interest and their designated or selected representative, heretofore referred to in this agreement.

SSCEA representative shall not process grievances during work time without the approval of management.

3.5 Right To A SSCEA Representative – Paras have the right to a SSCEA representative present in a meeting with the Superintendent or his/her designee when the Para reasonably believes discipline may result. If the discussion is headed to a discussion involving discipline and a representative is not present with the Para, the Para may ask to recess the meeting to allow for a representative to attend.

3.6 Time Limits - In any step of the grievance procedure, the time limit of appeal and an answer may be extended by mutual agreement prior to the expiration of the time limit.

If an answer is not appealed within the time limit provided and an extension has not been agreed to, the grievance shall be considered settled but shall not be considered as setting a precedent for future grievances.

If an answer is not given to a written grievance within the time limit provided, and an extension has not been agreed to, the grievance shall be considered as being granted in favor of the grievant but shall not be considered as setting precedent for future cases.

**ARTICLE IV  
DISCIPLINE AND DISCHARGE**

The parties recognize the authority of the District to take appropriate disciplinary action against Paras for proper cause. A Para who alleges a suspension or discharge is without cause may appeal the action beginning with the second step of the grievance procedure. Any disciplinary action imposed on a Para may be processed as a grievance under the provisions of this agreement. The District shall not discipline a Para without proper cause recognizing and using progressive discipline where applicable. All Paras that were not employed by the District during the prior school year will be considered Probationary for the first forty-five (45) consecutive calendar days of their employment. A Probationary Para may be discharged without cause.

**ARTICLE V  
WAGES AND BENEFITS**

5.1 Salary Schedule –Wages for all Paras will be set according to the schedule below. Starting wage is \$9.00 per hour beginning August 1, 2011. Years worked are based on the number of school years worked. Any employee who worked less than one semester in the prior year will not be eligible for vertical movement on the schedule.

|  |         |
|--|---------|
| After working one (1) year -----       | \$9.65  |
| After working three (3) years -----    | \$10.15 |
| After working five (5) years -----     | \$10.65 |
| After working ten (10) years -----     | \$11.15 |
| After working fifteen (15) years ----- | \$12.15 |
| After working twenty (20) years-----   | \$13.15 |

In addition to the listed schedule, Para’s (these are known as P7’s) working with high needs students that currently have a wage rate that was given a \$0.25 per hour bonus, will have that amount added to their new hourly rate. This bonus will be given as long as the Para’s duties remain the same. If the Para is moved to a different assignment, then the bonus will be removed and the wage rate will reduce to the current wage schedule.

5.2 Salary Payments – Salary is payable on a once per month basis for those months when services are-performed. Paras will be paid on the 22<sup>nd</sup> of the month. If the 22<sup>nd</sup> of the month falls on a Saturday, or a Sunday, the payment of salary will be made on the Friday preceding the 22<sup>nd</sup>.

5.3 Overtime Pay -- Overtime is paid in accordance with the Fair Labor Standards Act (FLSA).

5.4 Cafeteria Package -- Each Para covered by this agreement shall have a benefit of \$480.00 per month.

Para choices include health insurance, dental insurance, life insurance and cash or a combination thereof.

Part-time Paras who work at least four hours per day or at least 18 hours per week are eligible for a monthly benefit equal to the following chart.

- 18 hours to 24 hours per week—50% of the allowed cafeteria package.
- 24+ to 32 hours per week—75% of the allowed cafeteria package.
- 32+ hours per week—100% of the allowed cafeteria package.

5.5 Section 125 Plan – Para’s shall be eligible to enroll in a "Cafeteria Plan" as referred to in Section 125(d) of the 1986 Internal Revenue Code. The plan will be qualified for insurance premiums, health expenses and child care expenses.

5.6 Term Life Accidental Death and Dismemberment Insurance – Paras shall be provided a \$10,000 term life insurance policy. The premium for this policy shall be paid by the District. Paras may obtain additional insurance by purchasing it through a payroll deduction.

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5.7 Paid Holidays -

All bargaining unit Paras working less than twelve months per year shall be granted Thanksgiving Day and Christmas Day as paid holidays at their per diem rate.

If any such dates fall on Saturday, the previous Friday shall be a holiday. If any such dates fall on Sunday, the following Monday shall be a holiday.

This does not preclude the Employer declaring extra paid holidays when the circumstances warrant

**ARTICLE VI  
LEAVES OF ABSENCE**

6.1 Sick Leave – The South Sioux City community School District provides the following sick leave benefits for the professional Para:

10 days will be granted for the first year of employment, and each year thereafter accumulative to 60 days, and shall be available to the non-probationary Para on the first day of the contract year.

Sick leave benefits are granted to a professional Para for personal illness. These ten sick leave days per year may be used as family illness leave days; providing such leave is used for the illness of a spouse, child, parent, grandparent, grandchild, current father/mother-in law, sibling or other dependent living in the Para's home. You are limited to the use of ten family illness days per year, regardless of your accumulated sick leave balance.

The Board of Education reserves the right to require a Physician's written evidence regarding the use of sick leave benefits if deemed necessary. Flagrant violation of sick leave will result in the loss of accumulated sick leave. The Board of Education reserves the right to require an explanation from a doctor if a Para is scheduling surgical procedures that will result in being absent from work. Furthermore, the Board of Education reserves the right to require a release from the doctor allowing the Para to return to work.

A Para shall notify his/her supervisor at the earliest opportune time of his/her inability to report for duty.

New Paras on probation must be employed for forty-five (45) consecutive calendar days and may use only two (2) of the ten (10) sick days during this time.

The number of unused sick leave hours available to the Para will be communicated with the payroll monthly, but should an error in the calculation appear, the Para is not entitled to any additional benefit of sick leave hours.

Sick Leave Bank: Para's shall have access to a sick leave bank. The conditions for the bank shall be as follows.

1. Participation is voluntary. Membership is acquired by donating 1 day to the bank per year.
2. Draw from the bank is limited to two (2) consecutive years.
3. The number of days a Para may withdraw from the Sick Leave Bank during one year is limited to 30 days.
4. Application to draw on the bank must be submitted to the superintendent.
5. Para's must exhaust their sick days before accessing the bank.
6. Para's without disability insurance will be granted days on the same basis as Para's with disability insurance.
7. To draw from the sick bank, the Para must submit the proper form to request a withdrawal.
8. In the event of a medical emergency (i.e. hospitalization, accident, emergency surgery, etc.) a Para may request up to ten (10) additional days of family illness leave each year. A request for additional days must be made to the superintendent. Such request must be made in writing and will only be approved when a medical emergency exists. Paras may be required to provide documentation regarding the medical emergency. Additional days for family illness are not intended to be used for family members who have a cold, the flu or other common illnesses. These additional days will be deducted from the Para's accumulated Sick Leave. If an insufficient balance exists in the Para's accumulated Sick Leave, the Para can request additional days from the Sick Bank. Days taken from the Sick Bank for family illness shall not exceed ten (10) per year in

any circumstance and are subject to the limitations outlined for the Sick Leave Bank.

9. Once the balance in the Sick Leave Bank has accumulated 350 days, only new Para's to the school district or Para's who have not belonged to the Sick Leave Bank previously will be required to contribute a day. When the balance in the Sick Leave Bank falls below 350 days, then in the following school year all Para's who wish to have access to the Sick Leave Bank will contribute one day. In a year when Para's are asked to contribute to the Sick Leave Bank to replenish the balance, their sick leave can accumulate to no more than 59 days.

6.2 Bereavement Leave – Five (5) days of leave, with pay, shall be granted in the event of the death of any relative residing in the Para's household and/or the following members; spouse, parent ( natural, foster, or in-law), daughter, son, brother, sister, grandchild or grandparent.

Three days leave at any one time, with pay, during the year shall be granted to attend the funeral of a sister-in-law, brother-in-law, daughter in-law, son in-law, aunt or uncle, niece or nephew, or any dependent living with the Para.

Paras shall be entitled to use not more than two (2) days of sick leave per year for bereavement leave involving the death of a friend or relative not included in the previous policy of this article. The day shall be limited to one (1) day per occasion. When possible these days should be requested, in advance to allow time for a substitute to be employed.

6.3 Personal Leave – Paras shall be granted leave of absence for personal leave with full pay at a rate of two (2) days per year. A personal leave day may be used for any purpose at the discretion of the Para. Personal days are not to be used to extend a scheduled break. All personal leave days shall be available to the Para from the first day of the contract year. New probationary Paras will not be granted paid Personal Leave Days until completing the probation period.

If two (2) consecutive days are requested, the Superintendent will judge whether the request shall be granted subject to the following guidelines: Leave may not be used on two consecutive contract days except that in the event of an emergency of major consequence, or an illness or death which might require the Para to travel a considerable distance, the Para may request that the consecutive day restriction be waived. The Superintendent shall review the request and may waive the consecutive day restriction if the request has merit.

Unused personal leave days will be paid out to Paras at their per diem rate at the end of the school year.

6.4 Leave Without Pay - This leave must be arranged with the immediate supervisor and approved by the Superintendent in advance. The request and approval or denial shall be completed on a "leave of absence request form" furnished by the employer. The Para may be asked to explain the reason for any leave time requested and restrictions may be imposed, on requested leave time.

The Employer recognizes certain requests for leave without pay may be governed by the Family Medical Leave Act (FMLA).

6.5 Jury Duty - A Para shall suffer no loss of salary by reason of jury duty. When jury duty pay has been received, the Employer may require a copy of the check. At the Paras option they shall be allowed to take an unpaid leave of absence or the Para shall forward a check equal to jury duty pay to the Employer. There shall be no loss of regular pay.

6.6 Military Leave – Paras who are members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, or Coast Guard Reserve (hereinafter, "reserves"), are entitled to a military leave of absence from their respective duties, without loss of pay, on all days during which they are employed under the orders of the State or United States. Such leave of absence will be without loss of pay for a period not to exceed fifteen (15) work days in any one calendar year. Such leave of absence will be in addition to any leave provided by the District through policy.

In the matter described above, and all other military leave matters, the District will continue to comply with existing Federal and State law.

6.7 Association Leave for Education Support Professionals (ESP's): Association Leave for Para's will be granted at 3 days per year for Association business with the Association responsible for the substitutes daily pay rate. The ESP's in each unit may borrow from one another, but in no case will more than 9 total ESP association leave days be granted district-wide.

**ARTICLE VII  
SAVINGS CLAUSE**

If any provision of this Agreement or any application of the Agreement to any Para or group of ESP's is held to be contrary to law then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law.

**ARTICLE VIII  
TERMS OF AGREEMENT**

This Agreement shall be in full force and effect for a period of 12 months beginning August 1, 2011 unless the parties mutually agree in writing to extend any or all terms of this Agreement. Upon termination of the Agreement all obligations under the Agreement are automatically canceled.

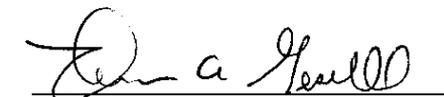
In Witness Whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their respective chief negotiators, and their signatures placed hereon, all on the 13 day of June 2011.

**South Sioux City Education Association  
Para's**

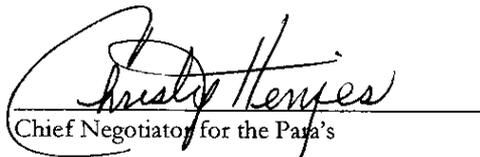


President of the South Sioux City Education Association

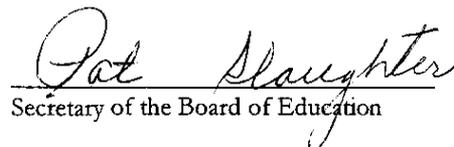
**South Sioux City Community Schools,  
District No. 22-0011**



President of the Board of Education



Chief Negotiator for the Para's



Secretary of the Board of Education