

Collective Bargaining Agreement

Between

**South Sioux City Education Association
Secretaries**

And

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

August 1, 2022 thru July 31, 2024

**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 Secretaries (hereinafter referred to as SSCEA Secretaries or Secretaries).

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

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

RECOGNITION STATEMENT: The Board of Directors of the South Sioux City, Nebraska School District recognizes the SSCEA Secretaries as the exclusive bargaining representative for the Secretaries of the South Sioux City, Nebraska School District in the following bargaining unit:

INCLUDED: All Secretaries 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 Secretaries shall meet for the purpose of negotiating a Collective Bargaining Agreement. Requests from the SSCEA Secretaries for negotiation meetings shall be made by the SSCEA Secretaries 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 Secretaries 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 Secretaries and their guests may attend said meetings.

The SSCEA Secretaries 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: Organizational Specialist) and the respective affiliates shall notify the supervisor, before talking to any Secretary on school property during working hours.

2.3 Addressing Job Performance: Administrators shall discuss job performance concerns with secretaries in a timely manner to allow secretaries an opportunity to adjust job performance to meet the district's expectation.

2.4 Early Out/Late Start Make-Up Hours: When there is a late start or early out, Secretaries will be given two weeks to make-up the time they missed. In the event a Secretary has submitted a Personal or Sick Day request, *prior to the notification of a late start/early out*, the Secretary can elect to apply the requested personal/sick time to cover the entire period of a regularly scheduled daily absence, or, make up the time for the late start/early dismissal.

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 Secretaries. 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

- If a grievance is not filed within twenty-one (21) calendar days after the individual or the group knew or should have known of the set of conditions on which the grievance is based, the grievance shall be waived.

Step 1 - Any Secretary 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 Secretary, 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 -Secretaries have the right to a SSCEA representative present in a meeting with the Superintendent or his/her designee when the Secretary reasonably believes discipline may result. If the discussion is headed to a discussion involving discipline and a representative is not present with the Secretary, the Secretary 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 Secretaries for proper cause. A Secretary 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 Secretary may be processed as a grievance under the provisions of this agreement. The District shall not discipline a Secretary without proper cause recognizing and using progressive discipline where applicable. All Secretaries 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 Secretary may be discharged without cause.

**ARTICLE V
WAGES AND BENEFITS**

5.1 Salary Schedule- Wages for all secretaries will be set according to the schedule below. Starting wage is \$14.75 per hour for building secretaries and \$15.30 per hour for administrative secretaries beginning with the August cut-off date for the 2022-2023, \$16.60 and \$17.15 for the 2023-2034 school years.

Years worked are based on the number of school years worked. Any employee who worked less than five months in the prior year will not be eligible for vertical movement on the schedule.

Building Secretary wage	YR	2022-2023	2023-2024
Starting Wage	0	\$14.75	\$16.60
After working one (1) year	1	\$15.25	\$17.10
After working three (3) years	3	\$16.00	\$17.85
After working five (5) years	5	\$17.00	\$18.85
After working ten (10) years	10	\$18.00	\$19.85
After working fifteen (15) years	15	\$20.00	\$21.85
After working twenty (20) years	20	\$21.00	\$22.85
After working twenty-five (25) years	25	\$22.00	\$23.85

Administrative Secretary wage	YR	2022-2023	2023-2024
Starting Wage	0	\$15.30	\$17.15
After working one (1) year	1	\$15.80	\$17.65
After working three (3) years	3	\$16.55	\$18.40
After working five (5) years	5	\$17.55	\$19.40
After working ten (10) years	10	\$18.55	\$20.40
After working fifteen (15) years	15	\$20.55	\$22.40
After working twenty (20) years	20	\$21.55	\$23.40
After working twenty-five (25) years	25	\$22.55	\$24.40

(REV. 23/24 wage rates spring '23)

- Any secretary who holds an advanced degree (as defined below) beyond a high school diploma/GED will receive the following supplement to their base issued wage rate, effective with the initial payroll issuance of 2022-2023, 2023-2024:
 - Associate degree (any field, issued from an accredited institution): \$0.50/hr. Transcript verifying degree issuance is required.
 - Bachelor's degree, or Bachelor's degree + (any subject, issued from an accredited institution): \$1.00/hr. Transcript verifying degree issuance is required.

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

5.3 Call In - A secretary who is called in to work during non-duty hours such as a holiday break or weekend, will receive a minimum of two hours of work or pay.

5.4 Compulsory Meeting- All hourly employees that are required to attend a meeting or training class held after their normal work hours, will stay on the time clock between and during such events. If the time between the employee's end of shift and the start time of the required meeting is a duration of two (2) hours or more, employees will be required to clock out/in.

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

5.6 FRINGE BENEFIT PACKAGE: The School District will provide to secretaries the following fringe benefit package which shall include employer provided health and dental insurance under the following terms and conditions:

- A. **PLAN TYPE:** For the 2022-2023 and 2023-2024 school years the School District shall provide employees the opportunity to enroll in self only and dependent health and dental insurance under the School District's group health and dental insurance provider for the 2022-2023 and 2023-2024 contract years, the Educators Health Alliance (EHA) health and dental insurance Blue Preferred \$1050 Deductible Plan with Employee PPO - 80% A & B, with 50% C coverage at the premium cost established annually by the EHA for the 2022-2023 and 2023-2024 fiscal years. Notwithstanding the foregoing sentence, the School District reserves the right to select a different insurance carrier for any ensuing contract year covered by this agreement, provided only that coverage and benefits of the group health and dental insurance are comparable to those provided under the above described plan in effect for the 2022-2023 and 2023-2024 contract years, would be at a lower premium rate, that association negotiators will be consulted, and the group insurance carrier will only be changed at the beginning of a new contract year. The District reserves the right to offer and implement an additional/dual deductible health insurance option, along with the \$1050 deductible, for staff members to choose, with the designated health insurance provider for the District.
- B. **HEALTH INSURANCE/CASH-IN-LIEU OPTION:** The secretarial positions subject to this agreement shall be provided the following health and dental insurance/cash-in-lieu of insurance benefit structure:
 - (1) **Provision of Self-Only Health and Dental Insurance:** Each 1.0 full time equivalency (FTE) employee covered by this agreement shall be provided "self only" (employee) level EHA \$1050 deductible health (or dual option, if offered and elected) and dental insurance coverage. Family (dependent) coverage under the group health and dental insurance plan for which the secretary qualifies will be made available for those secretaries wishing to purchase the additional insurance; a secretary may elect to take such family health and dental insurance coverage, and shall be responsible for payment of the difference in the cost of the insurance premiums between the \$1050 deductible (or dual option, if offered and elected) coverage and the family (dependent) coverage through a salary reduction agreement under the School District's Section 125 Plan. All costs of added family coverage will be paid by the secretary. All details of the coverage and the time frame for enrollment in such plan will be announced in the Employee Handbook, along with any needed sign up or claim forms. Benefits under this paragraph will be pro-rated for part-time employees according to their respective full- time equivalency.
 - (2) **Declination of Health Insurance Coverage and Cash-in-Lieu of Insurance Election:** A Secretary may decline the School District provided Employee ("self only") group health and dental insurance and receive a cash-in-lieu of insurance stipend in the amount of \$535.00 per month (11/12 mos. sec.)/ \$460.00 per month (10 mos. sec.), PROVIDED, that a Secretary shall not be allowed to decline Employee (self-only) tier group health and dental coverage unless said Secretary has filed with the superintendent's office on the form provided by the School District and attached hereto as Appendix A an agreement providing (1) for an individual disclaimer which certifies that said Secretary is covered by alternate group, spousal/domestic partner or dependent

health insurance coverage which provides at least "Bronze Level" health insurance coverage as defined under the Patient Protection and Affordable Health Care Act (PPACA); and, (2) that should the Secretary fail to obtain and maintain health insurance coverage as required by subparagraph (1) above at any time during the term of this Negotiated Agreement, and the School District incurs a penalty of any kind under the Patient Protection and Affordable Care Act, the Secretary shall be deemed to have permanently waived his/her rights to decline health insurance coverage and receive a cash stipend, and shall be required to enroll in Employee "self-only" under the School District's group health insurance coverage during an open enrollment period for such group plan for the ensuing contract year, and all subsequent contract years.

Part-time Secretaries 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 26 hours per week- 50% of the allowed fringe benefit package.

26+ to 34 hours per week- 75% of the allowed fringe benefit package.

34+ hours per week- 100% of the allowed fringe benefit package.

5.7 Section 125 Plan- Secretaries 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 childcare expenses.

5.8 Term Life Accidental Death and Dismemberment Insurance- Building Secretaries shall be provided a \$10,000 term life insurance policy. Administrative Secretaries shall be provided a \$20,000 term life insurance policy. The premium for this policy shall be paid by the District. Secretaries may obtain additional insurance by purchasing it through a payroll deduction.

5.9 Paid Holidays- All twelve-month Secretaries in the bargaining unit shall be granted the following paid holidays at their per diem rate: July 4th, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Day, Good Friday, and Memorial Day.

All eleven-month Secretaries in the bargaining unit shall be granted the following paid holidays at their per diem rate: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day.

All bargaining unit Secretaries working less than eleven months per year shall be granted Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial 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.

To be eligible for holiday pay, the secretary must work (or apply any available paid leave provided by the District) their full scheduled hours the workday immediately preceding the holiday(s) and the workday immediately following the holiday(s).

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

ARTICLE VI VACATIONS

Secretaries who work twelve months per year shall be granted the following vacation time paid at the Secretary's regular per diem rate.

Twelve-month Secretaries earn two weeks' vacation (first year Secretaries- one week of this two weeks can be used after six months) on their anniversary date (the date they begin employment with the District). This vacation must be used before the following anniversary date, no carryovers.

Three weeks per year after ten full years of employment

Four weeks per year after twenty full years of employment

Vacations can be taken at any time, except for week before and the week of the start of the school year. Upon the approval of the Superintendent and supervisor, vacation may be taken the week before and the week of the start of the school year. All vacations must be used during the period of time such vacation is earned.

Any Secretary who is laid off, discharged, retired or resigns prior to taking his/her vacation shall be compensated for the unused vacation accumulated at the time of separation.

In the event a full time Secretary dies before receiving vacation pay for the year of death, the pro-rata share of vacation pay earned at the time of death for said year shall be paid to the estate of the deceased.

Anyone moving from a ten (10) or an eleven (11) month position to a twelve (12) month position, shall be given half (0.5) credit for the years with the school district spent in the ten (10) or eleven (11) month position rounded to the next whole number. This number of years' experience will be added to the years at the twelve (12) month position to determine eligibility for vacation time off. The Secretary's anniversary date will not change.

ARTICLE VII LEAVES OF ABSENCE

7.1 Sick Leave - The South Sioux City Community School District provides the following sick leave benefits for the professional Secretary:

Each year the Secretary will have a nine (9) day sick leave benefit for a full year of service. At the end of each completed school year, any unused sick leave (benefit time) will accumulate and carry over for the Secretary's use the following year. The maximum number of days that may be accumulated and carried over to the following year is sixty (60). For a Secretary that has the maximum 60 accumulated from prior years, this means for personal illness that Secretary could use sixty-nine (69) sick leave days (the accumulated 60 days plus the nine (9) new sick leave days) in one year.

Secretaries on probation must be employed for forty-five (45) consecutive calendar days and may use only two (2) of the nine (9) sick days during this time.

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

Sick leave benefits are granted to a professional Secretary for personal illness. Up to ten (10) 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 Secretary's home. You are limited to the use of ten family illness days per year, regardless of your accumulated sick leave balance.

In the event of a medical emergency (i.e. hospitalization, accident, emergency surgery, etc.) a Secretary may request up to ten (10) additional days of family illness leave each year, to be deducted from their accumulated sick leave, if a sufficient balance is available. 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. Secretaries 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. Should a secretary experience the need for additional family illness days for emergencies (i.e. hospitalization, accident, emergency surgery, etc.), and have no accumulated sick leave available, they may ask others in ESP positions (paraprofessional, SLI, or secretary) to donate their sick leave days. A secretary may receive and/or donate a maximum of ten (10) days per year.

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 and explanation from a doctor if a Secretary 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 Secretary to return to work.

A Secretary shall notify his/her supervisor at the earliest opportune time (advance of scheduled start time, barring unforeseen emergency) of his/her inability to report for duty.

A Secretary age 55 or older, with fifteen (15) or more consecutive years of service with the District, will upon retirement*, receive one half (1/2) of their current daily pay for each unused sick leave day, up to a maximum of twenty-five (25) days. Such sum will be added to the Secretary's final paycheck from the District *Documentation submitted to the District identifying the end of employment must stipulate the reason of retirement for eligibility of this benefit. Retirement is defined as the act or fact of leaving one's job and ceasing work..

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

Three (3) 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 Secretary.

Secretaries shall be entitled to use sick leave for bereavement leave involving the death of a friend or relative not included in previous provision of this policy. This day will be limited to one day per occasion. These days should be requested for in advance when possible.

Bereavement leave is not limited to three or five days in one year, but covers each death in the immediate family which occurs during the year.

7.3 Personal Leave- Secretaries shall be granted leave of absence for personal leave with full pay at a rate of three (3) days per year, and may be used consecutively within the following provisions. A personal leave day may be used for any purpose at the discretion of the Secretary. Personal Leave Days are subject to the following limitations:

- A. All personal leave days shall be available to the Secretary from the first day (8/1) of the contract year.
- B. When possible a documented request for the use of personal days should be submitted to the building administrator(s) or supervisors at least five (5) days in advance.
- C. Personal days are not to be used to extend a scheduled break.
- D. Personal days may not be used on a scheduled workday designated as professional development (Professional development in which the Secretary is assigned to attend/participate).
- E. Additionally, the administration shall have the prerogative to refuse a request for a personal day based on District needs. This denial may be a result of: lack of substitutes, scheduling/absence issues, student needs, etc.
- F. A new probationary Secretary will not be granted paid Personal Leave Days until completing the probation period.
- G. Unused personal leave days will be paid out to Secretaries at their per diem rate at the end of the school year in August.

Additionally, a Secretary who resides within the District and has child(ren) currently attending a school within the District, may take one (1) additional day of personal leave per year. This day must be taken as a full day, is subject to the above noted criteria, to chaperone or attend a trip, event, or activity in which their child is participating and is not subject to payout if unused. All three of the issued personal days must be used, or approval issued for an upcoming date(s), prior to the extension of this additional day.

7.4 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 Secretary 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).

7.5 Jury Duty - A Secretary 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 Secretaries option they shall be allowed to take an unpaid leave of absence or the Secretary shall forward a check equal to jury duty pay to the Employer. There shall be no loss of regular pay.

7.6 Military Leave - Secretaries 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) workdays 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.

7.7 Association Leave for Education Support Professionals (ESP's): Association Leave for Secretaries 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 VIII SAVINGS CLAUSE

If any provision of this Agreement or any application of the Agreement to any Secretary or group of Secretaries 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 IX TERMS OF AGREEMENT

Reopen Clause, Insurance: If legislation, regulation or other government or market rule changes enacted during the term of this extended contract cause a mandatory change in health insurance coverage provisions, the District State Aid allocation is decreased substantially (i.e. 1%+), significant changes in education funding, or changes in health insurance costs which would either, cause 2022/2023 or 2023/2024 year premiums stay flat, or become subject to an increase of over 10%, the parties agree to reopen negotiations to address the financial aspect of such changes.

This Agreement shall be in full force and effect for a period of 24 months beginning, August 1, 2022, 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 20th day of June, 2022.

**South Sioux City Education Association
Secretaries**


SSCEA Secretary Negotiator


Member of the SSCEA Leadership Team

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


President of the Board of Education


Secretary of the Board of Education