

Collective Bargaining Agreement

Between

United Electrical, Radio and Machine Workers of America (UE)
Local 801

And

South Sioux City Community School District
School District No. 11 of Dakota County, Nebraska

July 1, 2024 - June 30, 2027

ARTICLE I AGREEMENT AND RECOGNITION

This Agreement is made and entered into between the South Sioux City Community School District, School District No. 11 of Dakota County, Nebraska (hereinafter referred to as the Employer) and the United Electrical, Radio and Machine Workers of America (UE), and its Local 801, (hereinafter referred to as the Union).

WITNESSETH: Whereas, certain understandings have been reached which the Employer and the Union 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 Union as the exclusive bargaining representative for the employees of the South Sioux City, Nebraska School District in the following bargaining unit:

INCLUDED: All Custodians and Maintenance Workers.

EXCLUDED: All supervisory, temporary/seasonal employees and all other persons excluded pursuant to the rules of the Nebraska Commission of Industrial Relations. It is agreed by both parties that any temporary/seasonal employee will be paid a wage rate which is at, or below, the starting wage for the applicable temporary/seasonal custodial or maintenance assignment.

ARTICLE II LABOR-MANAGEMENT RELATIONS

2.1 Request for Meetings-The Employer and the Union shall meet for the purpose of negotiating a Collective Bargaining Agreement. Requests from the Union for negotiation meetings shall be made by the Union's designated representative. Requests from the Board Employer 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 Union shall have the right to hold meetings on school district property after regular school hours. As appropriate such meetings will be scheduled with the district office.

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

Duly authorized representatives of the Union and the respective affiliates shall notify the supervisor, before talking to any employee on school property during working hours.

2.3 Dues Deduction-An employee who is a member of UE Local 801, or who has applied for membership in UE Local 801, may sign and deliver to the Employer an assignment authorizing payroll deduction of membership dues of UE Local 801. Such authorization must be received by the monthly cut-off date established by the employer.

Pursuant to receiving a deduction authorization, the Employer shall deduct one twelfth (1/12) of the total annual membership dues of UE Local 801, from the regular salary check of the employee each month.

The Employer shall have no responsibility for collecting said dues for any month the employee's regular salary check is insufficient to cover said deduction. The total deducted shall be remitted to UE Local 801.

Changes in the dues deduction rate approved by the membership can be made once each year prior to the District's July payroll cutoff date. Changes in the dues deduction rate approved by the membership after that date will become effective in July of the following year.

The Union agrees to indemnify and hold harmless the Employer, 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.

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. 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 Union. 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

1. If a grievance is not filed within thirty one (31) calendar days after the individual or the group knew of the set of conditions on which the grievance is based, the grievance shall be waived.

Step 1: Any employee 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 by the steward. 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 Union 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 employee, Union representative and the supervisor.

Step 3: If the grievance is not resolved satisfactorily at step two, the Union may, within thirty (30) calendar days request in writing, that the grievance be moved to binding arbitration. After written notice to arbitrate is given, a meeting shall be held between the Union and District to select a mutually agreed upon arbitrator from a seven (7) person panel submitted for the grievance by the Federal Mediation and Conciliation Service. The arbitrator shall be selected by striking names alternately until only one name is left. A flip of a coin will determine which side will strike the first arbitrator from the list. The decision of the arbitrator shall be final and binding on both parties. Each party shall pay its own expenses incurred in arbitration. All other expenses of arbitration, including the fees and expenses of the arbitrator, shall be borne equally by the District and the Union. The arbitrator's decision on a grievance may not change or amend the terms of the 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 in interest and their designated or selected representative, heretofore referred to in this agreement.

Union stewards shall not process grievances during work time without the approval of management.

3.5 **Right To A Steward**-Employees have the right to a Union steward present in a meeting with the Superintendent or his/her designee when the employee reasonably believes discipline may result.

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 but shall not be considered as setting precedent for future cases.

ARTICLE IV DISCIPLINE AND DISCHARGE

The parties recognize the authority of the Employer to take appropriate disciplinary action against employees for proper cause. In those cases the following progressive procedure will be followed.

Step 1

The employee will be given verbal counseling and/or retraining to correct the problem. If this does not resolve the problem then:

Step 2

The employee will be given written corrective counseling to correct the problem. If this does not resolve the problem then:

Step 3

The employee will be suspended without pay for two workdays. If this does not resolve the problem then:

Step 4

The employee will be subject to termination

While discipline for standard violations will follow a progressive disciplinary procedure, the District reserves the right to implement discipline in accordance with the grievousness of the violation. Violations of District policies may subject you to disciplinary action, up to and including immediate termination.

The parties recognize the authority of the Employer to take appropriate disciplinary action against employees for proper cause. An employee 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 an employee may be processed as a grievance under the provisions of this agreement.

The Employer shall not discipline an employee without proper cause recognizing and using progressive discipline where applicable.

Employees who have received a written reprimand and have no additional discipline incidents for twelve (12) months after receiving the reprimand shall have it removed.

All probationary employees may be discharged without cause or recourse by the union.

For the purpose of this contract agreement, a probationary employee is a person hired by the employer but not yet completed 45 calendar days of work. An employee will not be given personal leave benefits until completing 45 calendar days of probation.

Custodial/maintenance workers on probation may use only two (2) of the ten (10) sick days during this time.

ARTICLE V SENIORITY PROVISIONS

Seniority means an employee's length of continuous service with the Employer since the employee's date of employment. As long as an employee is employed in the bargaining unit; his/her seniority continues to accumulate.

Seniority will be the governing factor for job promotions where the skills and abilities of the employees interested in the promotion are relatively equal.

ARTICLE VI LAYOFF AND RECALL PROCEDURE

6.1 Layoff-The Employer has the sole discretion to determine the necessity for an implementation of a layoff of the work force. Except in cases of emergency, notice of layoff will be given at least two (2) weeks in advance of the layoff, or two (2) weeks pay in lieu thereof. Layoff shall be by seniority, when the skills and abilities of the effected employees within the effected job classification are relatively equal, beginning with the least senior. Any reduction in an employee's hours, other than a reduction of guaranteed overtime as defined in the contract, shall be considered as a layoff for the purposes of this article.

6.2 Recall-The name of a laid off, permanent employee shall be placed on a recall list for the class from which laid off. When one

or more names are on a recall list for a class where a permanent vacancy exists, the Employer shall recall employees in reverse order from which they were laid off. An employee to be recalled from a layoff shall be notified as far in advance as possible by certified mail, return receipt requested, mailed to his/her last address as shown on the employer's records. Any employee so called back to work must return within seven (7) consecutive calendar days after receiving such notice or at the time and date indicated in the notice, whichever is later. Any employee failing to do so shall automatically negate any further rights to reinstatement. An employee shall be considered as having received notice of the recall as of the date such notice is delivered to his/her last known address, as reflected by the employer's records. It is the employee's responsibility to keep the employer informed of his/her current address and phone number. Probationary, Part-time and seasonal employees have no recall rights.

ARTICLE VII PROCEDURES FOR TRANSFERS

The Superintendent or designee shall have the final decision in all cases of involuntary transfer and may transfer employees for the improvement of the school system as a whole. However the Employer may not arbitrarily exercise its right to transfer employees. Notification of administrative transfer will be given at the earliest possible date but in no case less than fourteen (14) calendar days prior to the transfer.

Employee requested transfer from building to building, is made as follows:

1. Posting vacancies-The Superintendent or designee shall have posted all vacancies for a reasonable length of time in advance of filling said vacancies.
2. Time Limitations For Posted Vacancies-Requests for transfer must be made within the posted time of the vacancy notice.

ARTICLE VIII HOURS OF WORK

8.1 Work Week-The full time employee work day shall be eight (8) hours exclusive of the lunch break. An employee who takes an unpaid meal period shall not be required to remain on school grounds for that meal period.

Where practical and feasible as determined by management, with consent of the employee, hours and schedules for bargaining unit employees may include:

1. Variable starting and ending times
2. Other mutually agreeable flexible hour concepts.

8.2 Rescheduling-The Employer may reschedule employees only for purposes other than avoiding payment of overtime or comp time. The reduction of guaranteed overtime is governed by this contract.

8.3 Callback-The Employer agrees that employees called back for duty by the employee's supervisor or supervisor's designee, will be guaranteed a minimum of two (2) hours at one and one half their appropriate rate of pay. Employees who are called back to work in excess of two (2) hours will be paid for actual time worked. To qualify for callback compensation, the time worked cannot be contiguous to the beginning or end of an employee's scheduled work shift. District supervisors will make the decision to allow employees covered under this agreement to leave early if called back for an emergency.

8.4 Building Checks: Head or designated custodians who are required to complete weekend/holiday building checks will be paid a minimum of one hour at time and a half for Saturday building checks, and 45 minutes of double time for checks required on Sundays or holidays. A minimum of 15 minutes of work is required for completing building check(s). If multiple building checks are required, they will be completed back-to-back, and considered one period of work time.

ARTICLE IX HOLIDAYS

9.1 Paid Holidays-All twelve month employees in the bargaining unit shall be granted for following paid holidays:

July 4th, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, Memorial Day.

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.

9.2 Holiday Work- An employee required by the Employer to work on a holiday will be paid at twice the employee's regular rate in addition to holiday pay. This includes building checks required by the employer.

ARTICLE X VACATIONS

Support staff personnel who work twelve months per year shall be granted the following vacation time paid at the employee's regular hourly rate.

One week during the first full year of employment, following successful completion of probationary period.

Two weeks after first full year of employment.

Three weeks after eight full years

Four weeks after ten full years

Five weeks after twenty full years

Any support staff personnel who reached either the one or two week vacation milestones or an additional day per year for years of service after 25 years (capped at two additional days) under the former contract (by June 30, 2009) will have their current vacation time grandfathered into this contract.

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, vacation may be taken the week before and the week of the start of the school year for special circumstances. All vacations must be used during the period of time such vacation is earned. Unused vacation days will be paid out to employees at their hourly rate of pay at the end of their anniversary year. (Pay-outs to full-time employees will be based on an eight hour day).

Any employee who is laid off, discharged, retired or resigns prior to taking his/her vacation shall be compensated for the unused vacation earned at the time of separation. Any employee who is laid off, retired or resigns (with a minimum of 10 working days' notice of the voluntary separation) will be compensated for the unused vacation accumulated at the time of separation.

In the event a full time employee 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.

ARTICLE XI LEAVES OF ABSENCE

11.1 Sick Leave- Employees shall be granted leave of absence for personal illness or injury with full pay at a rate of (ten) 10 days per year cumulative to 60 days. An employee may carry forward no more than 60 days to the subsequent school year.

In no case shall an employee who calls in sick be required by the employer to report to work.

11.2 Immediate Family Illness- Employees shall be granted ten (10) days per year leave of absence at their regular rate of pay for care of an ill or injured person in the immediate family (spouse, child, parents, grandparents, grandchildren, current father-in-law, current mother-in-law, sibling or any full time member of the household). Any day/ days used in this manner will be deducted from the employee's sick leave days. If/when sick leave days are exhausted, pay deduct will apply to these days.

11.3 Bereavement Leave- Five (5) days of leave, with pay, shall be granted in the event of the death of any relative residing in the employee's household and/ or the following members; spouse, parent (natural, foster, step, 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 Custodial or Maintenance employee.

Employees shall be entitled to use 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.

11.4 Personal Leave-Employees shall be granted leave of absence for personal leave with full pay at a rate of three (3) days per year. A personal leave day may be used for any purpose at the discretion of the employee. Employees may be asked to state the reason for the personal leave.

Unused personal leave days will be paid out to employees at their hourly rate of pay at the end of the school year in August. (Pay-outs to full time employees will be based on an eight hour day).

11.5 Inclement Weather-A "snow day" is defined as a day school does not open due to any inclement weather or natural disaster. In the event a snow day is declared by the employer, Custodial, Maintenance employees are expected to report as usual to ready the buildings and grounds for the next day. Employees covered under this agreement will be allowed to use either a personal day or vacation time for snow days if school is called off before custodial, maintenance employees are scheduled to be at work.

11.6 Leave Without Pay-This leave must be arranged with the immediate supervisor and approved by the Superintendent/ Designee in advance.

The employee 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).

11.7 Union Leave-At the request of the Union, one employee per leave requested shall be granted a leave of absence for Union activities. Such employees shall accumulate seniority during such leave. Upon completion of such leaves of absence, employees shall be returned to their formerly held or like position at the rate of pay in effect at the time of return. An employee shall suffer no loss or be subject to prejudice regarding any of their rights or privileges. Union leave will be without pay.

11.8 Jury Duty-An employee 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 employees option they shall be allowed to take an unpaid leave of absence or the Employee shall forward a check equal to jury duty pay to the Employer. There shall be no loss of regular pay.

ARTICLE XII WAGES

12.1 Salary Schedule-All Bargaining Unit Employees will follow the applicable wage scale (below), conditional with assignment held. Wages will be effective beginning with the July pay period start date.

Any employee who worked more than six (6) months in the prior year (July-June) will be eligible for vertical movement on the schedule.

Maintenance			2024-2025	2025-2026	2026-2027
Start-Probation thru	1	year	\$23.00	\$24.00	\$25.00
After working	1	years	\$24.00	\$25.00	\$26.00
After working	2	years	\$24.50	\$25.50	\$26.50
After working	3	years	\$25.00	\$26.00	\$27.00
After working	4	years	\$25.50	\$26.50	\$27.50
After working	5	years	\$26.50	\$27.50	\$28.50
After working	6	years	\$27.00	\$28.00	\$29.00
After working	7	years	\$27.50	\$28.50	\$29.50
After working	8	years	\$28.00	\$29.00	\$30.00
After working	9	years	\$28.50	\$29.50	\$30.50
After working	10	years	\$29.50	\$30.50	\$31.50
After working	11	years	\$30.00	\$31.00	\$32.00
After working	12	years	\$30.50	\$31.50	\$32.50
After working	13	years	\$31.00	\$32.00	\$33.00
After working	14	years	\$31.50	\$32.50	\$33.50
After working	15	years	\$32.50	\$33.50	\$34.50
After working	20	years	\$33.50	\$34.50	\$35.50
After working	25	years	\$34.50	\$35.50	\$36.50
After working	30	years	\$35.50	\$36.50	\$37.50

Electrician/ Plumber/ HVAC*			2024- 2025	2025- 2026	2026- 2027
Start-Probation thru	1	year	\$28.75	\$29.75	\$30.75
After working	1	years	\$29.75	\$30.75	\$31.75
After working	2	years	\$30.50	\$31.50	\$32.50
After working	3	years	\$31.25	\$32.25	\$33.25
After working	4	years	\$32.00	\$33.00	\$34.00
After working	5	years	\$33.00	\$34.00	\$35.00
After working	6	years	\$33.75	\$34.75	\$35.75
After working	7	years	\$34.50	\$35.50	\$36.50
After working	8	years	\$35.25	\$36.25	\$37.25
After working	9	years	\$36.00	\$37.00	\$38.00
After working	10	years	\$37.00	\$38.00	\$39.00
After working	11	years	\$37.75	\$38.75	\$39.75
After working	12	years	\$38.50	\$39.50	\$40.50
After working	13	years	\$39.25	\$40.25	\$41.25
After working	14	years	\$40.00	\$41.00	\$42.00
After working	15	years	\$41.00	\$42.00	\$43.00
After working	20	years	\$42.00	\$43.00	\$44.00
After working	25	years	\$43.00	\$44.00	\$45.00
After working	30	years	\$44.00	\$45.00	\$46.00

*Excludes Apprentice.

Custodial			2024-2025	2025-2026	2026-2027
Start-Probation thru	1	year	\$18.00	\$19.00	\$20.00
After working	1	years	\$19.00	\$20.00	\$21.00
After working	2	years	\$19.25	\$20.25	\$21.25
After working	3	years	\$19.50	\$20.50	\$21.50
After working	4	years	\$19.75	\$20.75	\$21.75
After working	5	years	\$20.75	\$21.75	\$22.75
After working	6	years	\$21.00	\$22.00	\$23.00
After working	7	years	\$21.25	\$22.25	\$23.25
After working	8	years	\$21.50	\$22.50	\$23.50
After working	9	years	\$21.75	\$22.75	\$23.75
After working	10	years	\$22.75	\$23.75	\$24.75
After working	11	years	\$23.00	\$24.00	\$25.00
After working	12	years	\$23.25	\$24.25	\$25.25
After working	13	years	\$23.50	\$24.50	\$25.50
After working	14	years	\$23.75	\$24.75	\$25.75
After working	15	years	\$24.75	\$25.75	\$26.75
After working	20	years	\$25.75	\$26.75	\$27.75
After working	25	years	\$26.75	\$27.75	\$28.75
After working	30	years	\$27.75	\$28.75	\$29.75

Longevity Incentive: A staff member working in a position covered under this Agreement, who has reached the maximum (consecutive) years of service as assigned to each specific/classification wage rate table, and who then is 'frozen' for any further vertical movement, will receive an annual longevity incentive of \$500.00, beginning the following year in which the maximum vertical step is reached. The annual incentive will be issued with each June payroll period falling within the term of this Agreement.

12.2 Overtime Pay-All employees in the bargaining unit shall be compensated at the rate of one and one half their hourly rate for all hours in excess of forty (40) hours in a work week. Any employee in the bargaining unit required to work on any Sunday will receive two times (2X) their regular rate of pay.

12.3 Wage Differentials* - A wage bonus will be added to the employee's regular hourly rate when any of the following work conditions are assigned to that employee on an ongoing basis (**temporary/training reassignments for coverage are excluded*). The wage bonus will only be paid to the employee as long as he/she remains in that assignment or position:

- A. Night Shift-A fifty cents (.50) per hour bonus will be paid to all full-time employees whose work is scheduled to begin between the hours of noon and 2:00 a.m.
- B. Split Shift-When the employer requires an employee to work a split shift, a bonus of seventy-five cents (.75) per hour will be paid.
- C. Head/Lead Custodian-At the Middle School and the Senior High School, a one dollar sixty cents (\$1.60) per hour bonus will be paid to the employee assigned to that position. At the remaining Schools, an eighty cent (\$.80) per hour bonus will be paid to the employees assigned to those positions.
- D. District Night Head Custodian: A District Head Night Custodian will be paid an additional one dollar and eighty-five cents (\$1.85) per hour bonus.
- E. Additional Certification: An Electrician/Plumber/HVAC who holds a minimum of a current, applicable (i.e. State of NE) Master's license/certification will be paid an additional \$2.25/hr. above the classification wage rate.

- F. Head/Lead Electrician shall be paid a seventy-five cents (\$0.75) bonus.
- G. Floater Custodians: A custodian who is a Floater shall be paid a twenty-five cents (\$0.25) per hour bonus.
- H. Assignments requiring two or more buildings (Excluding District Assignments): A custodian who is assigned two or more buildings as part of their ongoing schedule shall be paid a twenty-five cents (\$0.25) per hour bonus.
- I. District Custodial Trainer: A District Custodial Trainer shall be paid an additional three dollars and ten cents (\$3.10) per hour bonus.

12.5 Pay rates will be printed on employee pay/direct deposit stubs.

ARTICLE XIII INSURANCE

5.6 FRINGE BENEFIT PACKAGE: The School District will provide full time custodian/maintenance members 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 2024/2025, 2025/2026, 2026/2027 school year 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 2024/2025, 2025/2026, 2026/2027 contract year, 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 2024/2025, 2025/2026, 2026/2027 fiscal year. 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 2024/2025, 2025/2026, 2026/2027 contract year, would be at a lower premium rate, that association (Union) 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:** Custodial and Maintenance 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 custodian/maintenance member qualifies will be made available for those wishing to purchase the additional insurance; a custodian/maintenance member 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 custodian/maintenance member. 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.
 - (2) **Declination of Health Insurance Coverage and Cash-in-Lieu of Insurance Election:** A custodian/maintenance employee 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 \$525.00 per month of the 2024/2025 contract year, \$525.00 per month of the 2025/2026 contract year, and \$525.00 per month of the 2026/2027 contract year PROVIDED, that a custodian/maintenance employee shall not be allowed to decline Employee (self-only) tier group health and dental coverage unless said member has filed with the superintendent's office on the form provided by the School District an agreement providing (1) for an individual disclaimer which certifies that said custodian/maintenance member 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 custodian/maintenance staff member 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.

Eligibility for insurance participation/cash fringe benefit will begin the first of the month following the initial date of full-time employment.

**ARTICLE XIV
HEALTH AND SAFETY**

Each full time employee covered by this agreement will be provided a work uniform on or near the beginning date of this contract. All employees will be required to wear this uniform while on the job. An employee not wearing the provided uniform will be subject to disciplinary action.

The employer will provide (5) five shirts to each full time employee yearly. The employee will be responsible for all the cleaning and maintenance of the uniforms.

**ARTICLE XV
CONTRACTING OUT**

If the Board of Education and the Superintendent have any discussions concerning the contracting out of any bargaining unit work, the superintendent must notify the union prior to contacting any contractors.

**ARTICLE XVI
SAVINGS CLAUSE**

If any provision of this Agreement or any application of the Agreement to any employee or group of employees 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 XVII
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 2025/2026 or 2026/2027 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 three (3) years beginning, July 1, 2024, 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 here to 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 13th of May, 2024.

UE Local 801
South Sioux City Support Staff

By 
President

By 
Chief Negotiator

South Sioux City
Board of Education

By 
President

By 
Secretary