

Resolution No: 145
ADOPTED: March 7, 2017

**BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, NEBRASKA**

RESOLVED

WHEREAS, Douglas County has a labor contract with the Employees United Labor Association (EULA) union, representing covered employees within the County Department of Corrections; and,

WHEREAS, that contract expired on December 31, 2016, and the parties have successfully negotiated a new three-year contract for the term effective January 1, 2017, through December 31, 2019.

NOW THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS, DOUGLAS COUNTY, NEBRASKA, THAT the attached labor contract with the Employees United Labor Association covering EULA-Corrections employees, is hereby approved and adopted, and the Chair of this Board is authorized to execute said contract on behalf of Douglas County.

DATED this 7th day of March, 2017.

Motion by Boyle, second by Duda to approve. I move the adoption of the resolution.

Adopted: March 7, 2017

Yeas: Boyle, Duda, Morgan, Rodgers, Borgeson

Absent: Cavanaugh, Kraft

(CERTIFIED COPY)



Daniel A. Esch
Douglas County Clerk

Resolution No: 145
ADOPTED: March 7, 2017

2017-R145

COLLECTIVE BARGAINING AGREEMENT

DOUGLAS COUNTY, NEBRASKA

&

EMPLOYEES UNITED LABOR ASSOCIATION

for the

Douglas County Corrections Bargaining Unit

January 1, 2017 – December 31, 2019

COUNTY OF DOUGLAS - OFFICIAL RECORD

TABLE OF CONTENTS

Article 1	Recognition	Page 3
Article 2	Non-Discrimination	Page 3
Article 3	Holidays	Page 3
Article 4	Probationary & Trial Periods	Page 4
Article 5	Check-Off	Page 5
Article 6	No Strikes and Lockouts	Page 5
Article 7	Seniority	Page 6
Article 8	Layoff and Recall	Page 7
Article 9	Vacation Leave	Page 9
Article 10	Discipline	Page 10
Article 11	Grievance Procedure	Page 11
Article 12	Insurance and Pension Benefits	Page 12
Article 13	Sick Leave	Page 13
Article 14	Funeral Leave	Page 14
Article 15	Management Rights	Page 14
Article 16	Management Right of Contracting and Sub-Contracting	Page 14
Article 17	Overtime	Page 14
Article 18	Minimum Time Pay Allowance and Shift Differential	Page 15
Article 19	Work Assignments and Detailing	Page 16
Article 20	Miscellaneous Provisions	Page 18
Article 21	Educational Conferences and Seminars	Page 19
Article 22	Tuition Reimbursement	Page 19
Article 23	Construction of Agreement and Savings Clause	Page 20
Article 24	Wages	Page 20
Article 25	Uniform Allowance	Page 20
Article 26	Drug Testing Program	Page 21
Article 27	Duration of Agreement	Page 22
<i>Appendix A</i>	<i>Wage Scales</i>	Page 23
<i>Appendix B</i>	<i>Consent Form for Drug and Substance Testing</i>	Page 24

ARTICLE 1 - RECOGNITION

Section 1. This Agreement is made and entered into by and between the County of Douglas, Nebraska, hereinafter referred to as "the County" and Employees United Labor Association, hereinafter referred to as "the Association". The employees covered under this contract will collectively be referred to as members of the "EULA-Corrections" bargaining unit. The County recognizes the Association as the sole and exclusive bargaining agent for all full-time and permanent part-time employees working in excess of twenty (20) hours per week as listed on the Attached *Appendix "A"*.

Section 2. The County will not aid, promote or finance any Union or organization, which seeks to represent or engage in collective bargaining on behalf of the bargaining unit described in Section 1 above. With respect to such bargaining unit, the County shall not make any agreements with bargaining unit employees contrary to the terms of this Agreement, nor shall the County make any agreements with individuals, groups, organizations or unions which seek to represent employees or engage in collective bargaining, other than the recognized Association.

Section 3. Temporary employees (to include the term seasonal employees) are herein defined as those employees hired for a period of time not to exceed six (6) months. Seniority does not start until employees reach full-time status. In the event of an emergency, the County and the Association's representative will meet to discuss an extension of the above.

ARTICLE 2 - NON-DISCRIMINATION

Section 1. The County and the Association agree not to discriminate against any individual with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, handicap, age or natural origin. Nor will they limit, segregate or classify employees in any way to deprive any individual employment opportunity because of race, color, religion, sex, handicap, age or natural origin, pursuant to federal rules and regulations.

Section 2. The County and the Association agree not to directly or indirectly intimidate, coerce or in any manner interfere with the rights of employees to form, join or assist labor organizations, or to refrain from any such activities.

Section 3. The Association recognizes its responsibility as bargaining representative and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 4. All references to employees in this Agreement designate both sexes and whenever the male gender is used, it shall mean both sexes.

ARTICLE 3 - HOLIDAYS

Holidays, Section 1. The following days shall be recognized as paid holidays and shall be observed on the days on which they actually fall:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	
Christmas Day	

*Floating Holiday (2)

*With the approval of the Department Head or his/her designee

Section 2. When an observed holiday listed in section 1, except the floating holiday, falls on a full-time employee's day off, no other day is celebrated for that holiday, and the employee does not work that day, such employee shall receive eight (8) hours of pay at straight time.

Section 3. When an observed holiday listed in Section 1, except for the floating holiday, falls on a full-time employee's regularly scheduled work day, and the employee actually works that day, the employee shall be compensated at the rate of one and one-half (1 ½) times the actual number of hours worked on that holiday. Such employee shall also receive an additional eight hours of pay at straight time.

An employee who was required to work on a holiday will not be required to take another day off because of the work performed on the holiday.

Section 4. If an observed holiday falls during a full-time employee's vacation period, such observed holiday shall not be charged against the employee's vacation leave.

Section 5. The observed Holidays listed in Section 1 will be considered as time worked for purposes of computing overtime pay, when they are celebrated during the full-time employee's regularly scheduled workweek.

Section 6. Non-exempt employees who are called in during a Holiday shall be paid a minimum of four (4) hours of pay at double their hourly rate of pay or actual hours worked if more than four (4) hours.

ARTICLE 4 - PROBATIONARY & TRIAL PERIODS

Section 1. All newly hired employees shall serve a probationary period of twelve (12) months. Probationary employees will accrue vacation and sick leave, which may be used after six (6) months (180 days), or prior to the completion of six (6) months (180 days) upon approval from the Director of Corrections or his/her designee. Floating holiday(s) may be used anytime during the probationary period within the calendar year in which it was granted to the employee.

Section 2. Probationary employees shall not be entitled to use the grievance procedure for any disciplinary action including discharge. A probationary employee who has received notice of a disciplinary action may, however, request his/her Association Representative to present information to the Director of Corrections on the matter(s) involved in the disciplinary action.

Section 3. Promoted employees shall serve a three (3) month (90 days) trial period from the date of promotion. The trial period may be extended by mutual written agreement of the Association, employee and the Director of Corrections, or his/her designee. The purpose of the trial period is to determine the employee's ability and desire to perform the work.

For employees who are promoted within the Department of Corrections, if the Director of Corrections is not satisfied with the employee's performance during the trial period, or if the employee desires to return to his/her former position, such employee shall be reinstated to his/her former position or one similar thereto, without loss of seniority and at a salary not lower than that received by him/her in such former position at the time of promotion.

For employees who accept a promotion or position in the Department of Corrections from another County office/department, the elected official/department head of the office/department that the employee transferred out of has no obligation to accept the employee back in his/her office/department if the employee desires to return to his/her former position or if the promotional trial period is unsuccessful.

Section 4. When the employee is reinstated to his/her former position at the Director's insistence during the

trial period, he/she shall be advised in writing by the Director of Corrections, or his/her designee, as to the reasons therefore. Such action is not subject to appeal or the grievance procedure.

Section 5. Probationary employees shall not be eligible to apply for a promotion during the first 6 months (180 days) of their probationary period.

ARTICLE 5 - CHECK-OFF

Section 1. The County shall, in accordance with the provisions of this Article, deduct certified regular monthly Association dues from the pay of each employee, at the rate of one hour of pay per paycheck, provided that at the time of such deduction the County has in its possession a written authorization, executed by the employee.

Section 2. Such written authorization may be canceled or revoked by the employee by written notification thereof to the County.

Section 3. The effective date of written authorization or written cancellation or revocations shall be the first day of the check-off payroll period immediately following receipt by the County.

Section 4. The County shall, within ten (10) days from the pay date of such payroll deductions, remit to the Treasurer of the Association the amounts thereof showing the names of employees and hourly rate withheld.

Section 5. The Association agrees to indemnify and hold the County harmless against any and all claims, suits, orders or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this Article.

Section 6. The County shall check-off certified monthly dues for the payroll period involved. If the pay of the employee is insufficient to permit such check-off, such dues shall not be deducted from subsequent pay periods. In such event, it shall be the Association's responsibility to collect these dues from the employee. If the County deducts dues pursuant to the provisions of this Agreement and the employee has made a duplicate payment directly to the Association, it shall be the responsibility of the employee to collect such duplicate payment from the Association.

Section 7. The Association shall provide the County thirty (30) days written notice of any certified change in the amount of monthly Association dues.

ARTICLE 6 - NO STRIKES AND LOCKOUTS

Section 1. It is understood that there will be no strike or any other concerted work stoppage during the life of this Agreement. Neither the Association, nor any of its officers, agents or County employees, will instigate, promote, encourage, sponsor, engage in or condone any strike, picketing, slowdown, concerted work stoppage or any other intentional interruption of work during the term of this Agreement.

Section 2. In the event of an alleged unauthorized strike or concerted work stoppage, upon written notification to the Association of the existence of a strike or concerted work stoppage, the Association shall immediately make every effort to persuade employees to commence full performance of their duties and shall immediately inform employees that the strike or concerted work stoppage is unauthorized and in violation of this Contract. The Association shall also advise employees of the appropriate provisions of Nebraska Law pertaining to strikes and concerted work stoppages by public employees.

Section 3. Any or all of the employees who violate any of the provisions of this section may be discharged

or disciplined by the Director of Corrections, or his/her designee, including loss of compensation, vacation benefits and holiday pay.

Section 4. The County agrees not to lockout any employees during the life of this Agreement.

Section 5. No employee will suffer loss of wages due to building shutdown, to include natural disasters, fire or mechanical failure.

ARTICLE 7 - SENIORITY

Section 1. "County Seniority" is herein defined as an employee's continuous service with Douglas County, without a break or interruption in service, except as provided in Section 4.

Section 2. "Department Seniority" is herein defined as an employee's continuous service within the department that her/she works, without a break or interruption except as provided in Section 4 of this Article.

Section 3. "Classification Seniority" is herein defined as an employee's continuous service within their job classification without a break or interruption except as provided in Section 4 below. Bidding for shifts, days off, and vacation time shall be awarded on the basis of classification seniority. If the classification date is the same for two or more employees, the application date for the position will be used to determine seniority wherein the first person who applied is most senior, the second applicant is next senior, etc.

Section 4. The following shall not constitute a break or interruption of service and seniority shall continue to accumulate during the period(s) of time covered.

1. Unpaid leaves of absence of thirty (30) calendar days or less.
2. County layoffs of eighteen (18) months or less.
3. Absence due to an unpaid disability leave of absence or injury or illness covered by the Nebraska Worker's Compensation Law not to exceed one (1) year.
4. Military leave in accordance with applicable Federal and State Law.
5. Leave pursuant to the Family Medical Leave Act (FMLA).

Section 5. New employees shall be added to the seniority lists as of the date of their full-time employment with the County, following satisfactory completion of their probationary period.

For purposes of shift bidding and/or days off, an employee transferring from another County office / department or from outside the EULA-Corrections bargaining unit shall go to the bottom of the seniority list for the new position.

County employees transferring from another County office/department or from outside the EULA-Corrections bargaining unit, shall start at the lowest step of the pay scale for that classification within the EULA-Corrections bargaining unit.

A EULA-Corrections bargaining unit employee who is promoted will be placed on the first step of the new pay scale that is higher than the rate of pay that he/she earned immediately prior to the promotion provided the new rate is at least \$0.25 more than the previous rate. A promotion is generally defined as a job movement where an employee moves from one job to another where the new job has a higher pay scale.

A EULA-Corrections bargaining unit employee transferring to another position within the EULA-Corrections bargaining unit and within the same pay scale will continue to be paid at the same rate received prior to the transfer. A transfer is generally defined as a job movement where an employee moves from one job to another where the new job has the same pay scale.

A EULA-Corrections bargaining unit employee who is demoted will be placed on the lower pay scale at the same step in numerical order as their current step ('Step 4' current scale, to 'Step 4' of lower scale), regardless as to the reduction in compensation amount. A demotion is generally defined as a job movement where an employee moves from one job to another where the new job has a lower pay scale.

Section 6. Seniority lists covering bargaining unit employees shall be posted in a conspicuous place in the departments where bargaining unit employees are assigned. Seniority lists shall be brought up to date annually. If an error in the seniority list is noted, such error will be corrected and such correction shall be effective as of the date the correction was made and shall not be effective retroactively.

Section 7. In all cases of transfers and promotions within the bargaining unit, the Director of Corrections will consider ability and qualifications to do the work. Where ability and qualifications to perform the work are equal in the judgment of the Director of Corrections (subject to the grievance procedure), length of continued service in the bargaining unit shall be the determining factor. If an employee's seniority is bypassed when making a promotion, the employee shall be furnished a written reason for said denial. This section shall not constitute a remedy precluding use of *Article 11, Grievance Procedure*.

Section 8. If a full-time employee goes part-time, and then returns to his/her previous full-time status, the employee will not lose his/her department seniority, as long as they return to full-time status within twelve (12) months from the date that he/she went part-time.

ARTICLE 8 - LAYOFF AND RECALL

Section 1. Whenever there is a layoff within a particular classification (i.e. Clerk I, Clerk II, Secretary I, etc), the layoff shall be made on the basis of department seniority within that classification when the abilities of employees affected thereby to perform the work are not significantly different. This means that the employee in that classification who has the least amount of department seniority will be the first person subjected to layoff. However, when the abilities of the employees to perform the work are significantly different, the most able employee or employees shall be retained.

Section 2. Employees subject to layoff shall be given written notice by certified mail at least ten (10) working days prior to the effective date of same. Such notice shall be mailed to their last known address as shown on the employees' records; a copy of said notice shall be mailed to the Association. The time limit provided in this section may be extended if the affected employee did not have a reasonable opportunity to receive the written notice.

Section 3. Employees subject to layoff shall, within ten working days (Monday-Friday) of receipt of the layoff notice, either exercise their layoff rights as provided in this Article or accept layoff. Failure to exercise layoff rights within this time limit shall constitute acceptance of the layoff.

Section 4. No full-time or permanent part-time employee shall be laid off from his/her department while there are probationary, seasonal or temporary employees working in his/her classification in the department in which he/she works.

Additionally, all part-time employees in the classification shall be laid off before any full-time employees in that classification are laid off.

Section 5. In the event a full-time employee is laid off from his/her classification, by virtue of the provisions of Section 1, such employee may do the following in lieu of accepting the layoff:

- The employee may take any open and vacant full-time position within his/her office/department and within an identical pay scale, provided that he/she is qualified to perform such duties.

- If no such open and vacant full-time position exists, the employee may displace (“bump”) the least senior full-time employee within the same bargaining unit and an identical pay scale for any position in his/her office/department for which the employee is qualified.
- If the employee does not have the seniority or the qualifications to bump within an identical pay scale, such employee may take any open and vacant full-time position in a lower pay scale in his/her office/department, provided that he/she is qualified to perform such duties.
- If no such open and vacant position exists, such employee may displace (“bump”) the least senior full-time employee within a lower pay scale in the same bargaining unit in his/her office/department, if the employee is qualified to perform the duties of any such position.

In the event a permanent part-time employee is laid off from his/her classification, by virtue of the provisions of Section 1, such employee may do the following in lieu of accepting the layoff:

- The employee may take any open and vacant part-time position within their office/department and an identical pay scale, provided that he/she is qualified to perform the duties of the open and vacant part-time position.
- If no such open and vacant part-time position exists, the employee may displace (“bump”) the least senior part-time employee within same bargaining unit and an identical pay scale in his/her office/department for any position for which the employee is qualified.
- If the employee does not have the seniority or the qualifications to bump within an identical pay scale, such employee may take any open and vacant part-time position within a lower pay scale in his/her office/department, provided that he/she is qualified to perform such duties.
- If no such open and vacant position exists, such employee may displace (“bump”) the least senior part-time employee within a lower pay scale in the same bargaining unit in his/her office department, if the employee is qualified to perform the duties of any such position.
- A permanent part-time employee may not bump a full-time employee; however, a full-time employee may bump a permanent part-time employee. For any employee who bumps into a position that is in a lower pay scale, the employee shall be placed on the salary step that is closest to the employee’s prior salary, but that is not more than the employee’s prior salary. Seniority, pursuant to Section 1, above, shall apply at each step of any layoff and all bumping rights. Employees cannot bump outside their bargaining unit. Employees who are in positions not covered by the Association bargaining unit cannot bump into the Association bargaining unit.

Section 6. Whereby, due to a reduction in work force, either a full-time or permanent part-time employee takes a position in a classification that has a lower pay scale as provided in Section 5 of this Article, such employee shall be credited with department seniority earned prior to transfer. Where, however, a full-time employee takes a permanent part-time position in the same classification, he/she shall not be laid off until all other permanent part-time employees in such classification have been laid off.

Section 7. A laid off employee shall retain, for a period of eighteen (18) months, all County and

Department Seniority that he/she accumulated prior to layoff.

Section 8. The names of full-time and permanent part-time employees who have been laid off shall be placed on a layoff list maintained by the Human Resources Department, and such employees shall be eligible for reemployment for a period of eighteen (18) months. The County shall rehire in the reverse order of layoff, provided such employees are otherwise qualified to perform the duties of the position. A laid off employee subject to recall who is employed elsewhere shall not be required by the County to report to work until after two (2) weeks from the date of recall notice. If such employee is not employed elsewhere, he/she shall be required to report to work at such reasonable time as required by the County giving consideration to all attendant circumstances. The County shall provide employees subject to recall with written notice by certified mail to their last known address as shown on the County's records.

Section 9. In addition to the provisions in Section 8 for employees who are on the laid-off list, if the Director of Corrections desires to fill a vacant position within a classification in his/her office/department, no new bargaining unit employees shall be hired to fill that position until all employees within that department who had previously bumped into another position due to a previous layoff have been offered the opportunity to return to that position. The 18-month time limitation in Section 8 does not apply to this Section.

ARTICLE 9 – VACATION LEAVE

Section 1. Vacation leave shall be earned each payroll period where the employee has worked or been on paid leave at a rate equivalent to the schedule shown below. An employee must work or be on paid leave 50% or more of the regularly scheduled hours of such period before the employee is entitled to earn vacation credits. Permanent part-time employees shall earn vacation on a pro rata basis in the same proportion that his/her regularly scheduled hours in a payroll period bear to the regularly scheduled hours of full-time employees.

YEARS OF CONTINUOUS SERVICE	VACATION LEAVE
1 through 4 years	12 days per year
5 through 9 years	15 days per year
10 through 14 years	20 days per year
15 or more years	25 days per year

Section 2. An employee who has completed six (6) months (180 days) of service with the County may use vacation leave. The Director of Corrections or his/her designee, however, may grant leave requests prior to completion of the six-month period.

Section 3. Vacation leave must be approved by a supervisor prior to time off. While the Director of Corrections or his/her designee shall endeavor to schedule work production to allow employees to take vacation at the time requested, the needs of the Department shall assume precedence in scheduling of vacations.

Section 4. The rate of vacation pay shall be the employee's normal rate of pay in effect on the employee's day of work immediately preceding the employee's vacation period.

Section 5. Employees who have completed their probationary period and are separated from the service of the County for any reason shall be entitled to payment for their accumulated but unused vacation leave at the time of their separation

Section 6. Vacation leave in excess of thirty (30) days shall not be carried forward from one calendar year to the next calendar year.

Section 7. Where an employee's vacation leave, scheduled pursuant to the provisions of Article 9, Section 3, is canceled by the Director of Corrections or his/her designee, such employee shall be paid one and one-half (1½) times his/her regular rate of pay for the number of hours worked during the canceled vacation period and such time will not be charged against his/her accumulated vacation leave. The provisions of this section shall only apply to vacation that is scheduled pursuant to the normal bidding process and shall not apply where an employee cancels vacation, which is to be rescheduled at a later date.

Section 8. For employees covered under this contract within the Records Division, the following vacation bidding shall apply:

- a. Bidding for vacation leave will take place twice per year (see *Article 19* for bidding details). Employees may submit as many vacation requests as they have time to cover.
- b. No more than one Records Tech I and no more than one Records Tech II per shift may be on vacation at any one time for a full shift. Management has the discretion to determine partial shift vacation-use requests. All Records Tech classifications working the split shift shall be considered part of the 'C-Shift'.

With respect to vacation leave preference outside a bidding period, seniority will not be considered, but will be granted in sequence of application.

ARTICLE 10 - DISCIPLINE

Section 1. Disciplinary actions or measures shall include the following: Written Reprimand, Demotion, Suspension and Discharge. Written reprimands shall not be used against an employee for more than one (1) year following the date of such action; thereafter, they shall not be used in the determination of future discipline or in the determination of a promotion. Demotions and suspensions shall not be used against an employee for more than three (3) years following the date of such action; thereafter, they shall not be used in the determination of future discipline or in the determination of a promotion. Disciplinary action may be imposed on an employee only for just cause.

Section 2. If the Director of Corrections or his/her designee has reason to reprimand an employee, it shall be done in a reasonable and professional manner and not before other employees or the public.

Section 3. The County must, upon being notified of a criminal or non-criminal complaint against an employee, take action to investigate and determine whether to discipline said employee within forty-five (45) calendar days. A time limitation shall not apply whenever the disciplinary action results from or is the product of a criminal investigation.

If the investigation warrants a pre-disciplinary hearing, the employee will receive written notification at least seven calendar days in advance of the hearing. At this time the employee or representative will be given access to evidence that will be used in the pre-disciplinary hearing.

If the disciplinary action is sent to the employee by certified mail, the date that the notice is mailed will be the effective date for purposes of this section.

Section 4. An employee subject to demotion, suspension or termination shall be given reasonable written notice thereof setting forth the reasons for said action. Upon the employee's written request, the disciplinary documents shall not be given to the Association's Representative, but a copy of the employee's written request shall.

Section 5. Employees may appeal disciplinary actions involving suspension, demotion or termination to the Civil Service Commission, pursuant to that Commission's rules. The employee may, subsequent to appealing a disciplinary action, but prior to the Commission's decision, meet with the Director of Corrections to discuss the matter. The employee has the right to have an Association representative attend that meeting. Although written reprimands may be grieved, they may not be appealed to the Civil Service Commission.

Section 6. The Director of Corrections, or his/her designee, may counsel an employee on matters that the Director of Corrections, or his/her designee, believes do not warrant disciplinary action. Counseling shall not be considered discipline.

ARTICLE 11 - GRIEVANCE PROCEDURE

Section 1. "Grievance" as defined in this Agreement is a claim of an employee arising during the term of this Agreement, which will be matters concerning the application, meaning or interpretation of this Agreement, or County policies and procedures. The selection or the assignment of supervisory/managerial employees is the sole responsibility of the Director of Corrections and shall not be the subject of a grievance.

Section 2. Any complaint relating to the County's retirement annuity plan, pension plan or group insurance plan, compulsory retirement of employees or other practices and policies of the County with respect to annuities or group insurance shall be determined by the County and shall not be grievable.

Section 3. Any grievance submitted under the provisions of this Article may be presented and processed individually by the employee, by the employee and the Association, or by a representative of employee's choice. Where an employee processes a grievance individually, or through a representative other than the Association, the Association shall have the right to be present and/or intervene at any step of the grievance procedure.

Section 4. Any grievance will designate the specific Article(s) and Section(s) of this Agreement or the County policy or procedure upon which the grievance is based together with the reason therefore.

Section 5. The term "working days" as used in this Article shall mean Monday through Friday, including the floating holiday but not including the other holidays provided for in this contract.

Section 6. The following procedure shall be used in the submission of a grievance, as defined in Section 1:

Step 1. The aggrieved employee shall present in writing his/her grievance to the Records and Accounting Manager within fifteen (15) working days from the date on which the employee became aware of such grievance. The Records and Accounting Manager shall attempt to adjust the matter and shall respond in writing to the employee presenting the grievance within fifteen (15) working days from its presentation.

Step 2. If satisfactory settlement is not reached under Step 1, copies of all correspondence between the employee and Records and Accounting Manager shall be presented to the Director of Corrections or his/her designated representative within fifteen (15) working days from the date any decision was made by the Records and Accounting Manager under Step 1. The Director of Corrections or his/her designated representative shall respond in writing to the employee presenting the grievance within twenty (20) working days. A copy of the response shall be provided to the Association Business Agent.

For grievances where satisfactory settlement is not reached in **Step 2**, then the Association, the employee, or both, may pursue whatever other legal remedies that would be available to them.

Section 7. Any time limitation provided herein may be waived or extended in writing by mutual agreement of the parties involved. Any grievance not processed within the time limitations provided herein shall constitute a withdrawal of the same.

Section 8. Failure to respond to a grievance within the time periods set forth in Section 5 above at Step 1 or Step 2 shall result in the discipline being nullified and removed from the employee's personnel file.

ARTICLE 12 – INSURANCE AND PENSION BENEFITS

Section 1. The County will publish a rate sheet to the employees that will show the premium equivalencies for medical and dental insurance costs. Such rate sheet shall also show the dollar contribution for each plan for the County and the employee according to the following:

1. The County will pay 93% of the premium for each employee who has employee- only coverage under the County's medical insurance plan, and the employee shall pay the remaining 7%.
2. The County will pay 85% of the premium for each employee who has employee plus one coverage under the County medical insurance plan, and the employee shall pay the remaining 15%.
3. The County will pay 85% of the premium for each employee who has employee plus two or more coverage under the County medical insurance plan and the employee shall pay the remaining 15%.
4. The County will pay 85% of the premium for each employee who has employee-only coverage under the County's dental insurance plan, and the employee shall pay the remaining 15%.
5. The County will pay 80% of the premium for each employee who has family coverage under the County's dental insurance plan and the employee shall pay the remaining 20%.

County reserves the right to select the method by which health insurance benefits are provided. In the event that health insurance benefits are not provided through a PPO/HDHP and/or indemnity plan the County/employee contribution rates are subject to renegotiation.

Section 2. Pension benefits are provided to employees of this bargaining unit pursuant to the current Douglas County Retirement Plan, with the following additions:

All County employees covered by this contract shall contribute 8.5% of their total compensation to the Douglas County Retirement Plan. Douglas County shall also contribute an amount equal to 8.5% of each employee's total compensation to the Douglas County Retirement Plan.

The following pension benefit changes shall apply to bargaining unit employees hired after April 3, 2012:

- Annual Benefit Factor – 1.5% for each year of service, to a maximum of 45% of final average pay.
- Eligibility for Unreduced Retirement Benefit – Age 65.
- Eligibility for Early Retirement Benefits – Age 50 and 10 years of service or age 60 and 5 years of service.

- Early Retirement Penalty - 5% for each year prior to age 65.

ARTICLE 13 - SICK LEAVE

Section 1. Sick leave shall be earned each month by full-time employees at the rate of the fourteen (14) days per year pro rated over twenty-six (26) pay periods at 4,308 hours per pay period. A permanent part-time employee shall earn sick leave on a pro rata basis in the same proportion that his/her regularly scheduled hours in a payroll period bears to the regularly scheduled hour of full-time employees in the same work unit. Employees shall work or be on paid leave 50% or more of the regularly scheduled hours of such period before the employee is entitled to earn sick leave.

Section 2. If an employee has been absent for a period of ten (10) consecutive working days or longer, it will be necessary to see the County's doctor if requested by the Director of Corrections in addition to bringing a certified release from the employee's doctor. Any employee who fails to observe this regulation will be removed from the active payroll until the examination is taken.

Section 3. Employees shall not be entitled to utilize earned sick leave until they have completed the first six (6) months (180 days) of their probationary period, unless the sick leave request is approved by the Director of Corrections or his/her designee.

Section 4. Employees shall be entitled to utilize earned sick leave for injury, pregnancy or sickness which renders an employee incapable of performing his/her required job duties, for medical and dental care or for exposure to contagious diseases under circumstances in which the health of other employees or the public would be endangered by the employee's attendance on duty.

Section 5. Employees will also be entitled to use up to 40 hours of their earned sick days per year to care for an immediate family member (parent, spouse or children) who has a medical condition. Although the medical condition does not have to be an FMLA qualifying event, this allotment will be considered as part of the eighty (80) hours per year that employees may use annually for FMLA qualifying illnesses or injuries, pursuant to the Douglas County Civil Service Rules.

Section 6. For sick leave of five (5) or more consecutive days the employee must submit a medical certification indicating that he/she may return to work.

Section 7. Where an employee is absent because of injury or sickness covered by the Nebraska Worker's Compensation Act, such employee may utilize earned sick leave to the extent that when added to the compensation payable under Worker's Compensation, it would equal the employee's regular rate of pay.

Section 8. The employee will be entitled to unlimited accrual of unused sick leave. However, the employee can never have more than 1,440 hours of usable sick leave in their "sick leave bank" at any given time. All accrued sick leave in excess of 1,440 hours will be kept track of separately and cannot be used for illness or injury. All accumulated unused sick leave, useable and unusable, will be applied to pension benefits at the time of retirement pursuant to the Douglas County Retirement Policy.

Section 9. If an employee is on workers' compensation leave from the County, and is working a second job, the employee shall provide to the County a copy of his/her duties for that job. If the employee is performing duties at the second job that are prohibited by his/her medical restrictions, then the County reserves the right to terminate that employee's workers' compensation benefits.

ARTICLE 14 - FUNERAL LEAVE

Section 1. Where there is a death of an employee's spouse, employee's mother, father, children/stepchildren, grandchildren, or a minor individual for whom the employee has assumed the legal rights, duties and responsibilities of a parent, the employee may utilize funeral leave not to exceed five (5) working days. Where there is a death of an employee's stepmother, stepfather, grandparent, brother, sister, stepbrother, stepsister, half brother, half sister, current mother-in-law, current father-in-law, current daughter-in-law or current son-in-law, an employee may utilize funeral leave not to exceed three (3) working days. Where there is a death of a current brother-in-law, current sister-in-law, aunt, uncle or any person related by blood or marriage and who is not more distant than a 2nd cousin, great aunt, great uncle, or any person who at the time of death was a resident of the employee's household, the employee may utilize up to one (1) working day of funeral leave.

Before taking funeral leave, the employee shall notify, by phone or in person, Records and Accounting Manager or his/her designee, of the need to take funeral leave, the relationship of the decedent to the employee, and the number of funeral days the employee will take.

The funeral leave must contain the day of the funeral or memorial service that is held for the deceased, unless otherwise approved by the Director of Corrections or his/her designee.

ARTICLE 15 - MANAGEMENT RIGHTS

Section 1. Except where limited by express provisions of this Agreement, nothing herein shall be construed or interpreted to restrict, limit, or impair the right, powers and authority of the County and the Director of Corrections heretofore possessed and hereinafter granted by virtue of law, regulations or resolution. These rights, powers and authority include, but are not limited to, the right to manage and supervise all of its operations and establish work rules, regulations and other terms and conditions of employment not inconsistent with the specific terms of this Agreement.

ARTICLE 16 - MANAGEMENT RIGHT OF CONTRACTING AND SUB-CONTRACTING

Section 1. The Association recognizes the right of contracting and sub-contracting is vested in the County. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Association, nor to discriminate against any employees.

Section 2. If the contracting out or subcontracting of bargaining unit work has the effect of eliminating bargaining unit jobs, the County agrees to notify the Association as early as possible in advance of the same in order to provide the Association with an opportunity to discuss with the County its necessity and effect on bargaining unit employees.

ARTICLE 17 - OVERTIME

Section 1. Overtime shall be applicable and payable only to employees of this bargaining unit who are in a "non-exempt" status. No overtime, or accrual thereof, shall be payable to exempt employees.

Section 2. Full-time non-exempt employees shall be paid 1 ½ times their regular rate of pay for all hours worked in excess of forty (40) hours in any week.

Section 3. The following will be constituted as hours worked for purposes of computing overtime: Vacations, Holidays (when the holiday is celebrated within the employee's regularly scheduled workweek) and Jury Duty.

Section 4. The Director of Corrections shall distribute overtime on a fair and equitable basis among bargaining unit employees within a classification who are qualified to perform the required overtime work. In those instances where there are no volunteers to work needed overtime within a lower classification, management may allow a volunteer from a higher classification within the bargaining unit to work that overtime before forcing an employee from within the lower classification to work it.

Section 5. If an employee is required to work overtime, over forty-five (45) minutes after his/her regular shift, he/she will receive a minimum of two (2) hours pay unless he/she has been notified at least two (2) hours in advance.

Section 6. An employee who is ordered to work four (4) or more hours beyond his/her regularly scheduled shift shall receive a ½ hour paid lunch period at the beginning of the overtime shift and shall receive one, fifteen (15) minute break for each ordered four (4) hour period.

An employee who is scheduled to work four (4) or more hours beyond his/her regularly scheduled shift shall only receive one, fifteen (15) minute break for each scheduled four (4) hour period.

It will be the employee's responsibility to coordinate their lunch period and/or break(s) with their supervisor, and employees will not be compensated for a lunch period and/or break(s) not taken.

Section 7. Employees who are classified as non-exempt (employees who earn overtime) shall have the option of accruing compensatory leave at the rate of one and one-half (1½) times the actual number of hours worked in lieu of the payment of overtime. Such non-exempt employees may accrue a maximum of 240 hours of compensatory time. The compensatory time off shall be taken at a time mutually agreed upon by the employees and his/her supervisor.

If the employee has designated a date on which they will take their compensatory time, and that date is approved by the Director of Corrections or his/her designee, then the Director of Corrections or his/her designee cannot cancel the compensatory time and convert that time into monetary compensation, unless it is done more than thirty (30) days from the date the employee has scheduled to take the time off. The only exception to this will be for emergency circumstances. Once the employee has elected to be paid for those additional hours worked by compensatory time, he/she may not elect to change their option and be paid in the form of monetary compensation.

It is understood that the usage of compensatory time is to be requested in the same manner and fashion as vacation leave, and may be denied as any other vacation leave. Any such denial of compensatory time shall be made for business reasons and the Director of Corrections or his/her designee shall not unreasonably deny the employee's request to use compensatory time.

Subject to the approval of the Director of Corrections, employees may elect to voluntarily cash in all or any portion of their accumulated compensatory time, STO accrual, and Holiday leave accrual, except during the months of May and June.

ARTICLE 18 - MINIMUM TIME PAY ALLOWANCES AND SHIFT DIFFERENTIAL

Section 1. Where a full-time employee reports for scheduled work and there is no work available, he/she shall be compensated for two (2) hours of work or the actual number of hours worked, whichever is greater.

Section 2. Where an employee is called to duty during his/her off-duty time and such time does not merge with his/her regularly scheduled duty shift, such employee shall be paid for a minimum of two (2) hours at the rate of one and one-half (1½) times their regular rate of pay or the actual number of hours worked up to the beginning of his/her regularly scheduled duty shift at the rate of one and one-half (1½)

times their regular rate of pay, whichever is greater.

Section 3. Employees will work eight (8) consecutive hours per day with one (1) paid fifteen (15) minute break during the first half of their shift and one (1) paid fifteen (15) minute break during the second half of their shift. Employees may, instead of taking their two paid fifteen minute breaks, take one (1) paid thirty (30) minute lunch period with the approval of the Director of Corrections or his/her designee.

Section 4. Employees who work a full shift which begins during the premium pay period shall receive a shift differential of seventy-five cents (\$.75) per hour for the entire shift, beginning anytime at or after 3:00 p.m. and ending any time at or before 7:00 a.m. However, if an employee who is assigned to work the above referenced shift works only part of the premium pay period, that employee shall receive the shift differential only for those hours worked during the premium pay period.

Section 5. Management has the right to adjust an employee's regularly scheduled work shift ("adjusted work schedule"), on a case by case basis within a pay period, based upon the more efficient delivery of departmental services to its clients. It is understood that employees may request that management adjust work schedules pursuant to the above.

Section 6. Employees shall be provided a minimum of one (1) week advance notice when there is a change in the hours of their regularly scheduled duty shift. This advance notice may be waived by the employee. The notice is effective when made one (1) week prior to the commencement of the newly scheduled duty shift except when mutually agreed to waive the one-week notice or in the case of emergency. In that event, the terms of Section 2 of this Article shall not apply.

ARTICLE 19 - WORK ASSIGNMENTS AND DETAILING

Section 1. Work assignments shall be determined by current job descriptions on file as of the date that this contract is executed, or as may be amended by the Civil Service Commission during the term of this contract. The County shall notify the Association of any potential changes to job descriptions and shall discuss, but shall not be required to negotiate, those potential changes with the Association prior to implementing them. However, if the County determines that a change in job description requires a change in pay, that change in pay shall be negotiated with the Association prior to the job description changes being implemented.

Section 2. The Director of Corrections or his/her designee may detail an employee to perform duties in a classification higher than that to which he/she is assigned for a period not to exceed three (3) months, provided the employee has consented to such detail. The Director of Corrections or his/her designee may extend the detail assignment beyond three (3) months upon approval by the Personnel Director, provided that the detailed employee has consented to such extension. At the end of the detail assignment, the detailed employee shall be returned to his/her previous position, shift and location. No employee shall be considered, nor shall they consider themselves to be, on detail assignment unless specifically ordered by the Director of Corrections or his/her designee to perform such detail assignment. Such order shall be in writing if the detail assignment is for more than one day.

Section 3. An employee has the right to decline a detail assignment. However, if an insufficient number of employees agree to accept the detail assignment(s), then the Director of Corrections or his/her designee shall have the right to designate the most junior qualified employee(s) for the detail assignment. Time spent in such detailed assignment shall not affect the employee's seniority. Detail assignments will be made on a fair and equitable basis.

Section 4. An employee on detail assignment shall be paid the first step within the detail assignment higher than the regular salary that he/she earned immediately prior to such assignment, commencing on the first day of being detailed to said position. The first day means a majority of the employee's shift.

Section 5. The Director of Corrections or his/her designee may also temporarily assign employees to perform the duties of a different job in the same or lower pay grade. In that event, the assigned employees shall continue to be paid the same rate of pay that they were earning prior to the assignment.

Section 6. The County shall maintain an accurate listing of all employees working a detail assignment and/or temporary transfer within a different classification. The Association business agent and stewards will have access to such records upon request.

Section 7. For employees at Corrections whose duty post requires 24 hours a day, seven days a week coverage, the following bidding procedure for shifts and days off shall apply: Shift and days off bidding will take place once each year, throughout the contract, on the dates indicated below:

SHIFT BIDDING:

Bidding: Starts the third Monday in January and third Monday in July of each year and closes the following Sunday at 11:59 pm.

Post Results within seven (7) calendar days after bidding closes.

The 'shift' period will start the first Sunday in March and the first Sunday in September.

DAYS OFF BIDDING:

Bidding: Starts fourteen (14) calendar days after 'Shift Bidding' began and will close the following Sunday at 11:59 pm.

Post Results within seven (7) calendar days after bidding closes.

The 'days off' period will start the first Sunday in March and the first Sunday in September.

VACATION BIDDING:

Bidding: Starts twenty-eight (28) calendar days after 'Shift' bidding began and will close the following Sunday at 11:59 pm.

Post Results within seven (7) calendar days after bidding closes.

The 'vacation bidding' period will start the first Sunday in March and the first Sunday in September.

The forms that will be used in the bidding process for shifts and days off will be as follows:

Shift Bidding Request, DCC 2

Days Off Request, DCC 4

These bidding forms must be turned in to a Records supervisor or manager. The Supervisor will date stamp the form and provide the employee a copy of the request at the time it is submitted. The employee is responsible for submitting his/her bid request form and this responsibility cannot be delegated to another individual. Shift or Days off bidding requests will not be accepted telephonically. Employees who will be on

scheduled leave will be allowed to submit their request to a supervisor one (1) day prior to the start of their scheduled leave. Employees shall designate their preferred shifts/days-off in order of preference and shall not list the same preference for each option (i.e. *Choice 1: B Shift, Choice 2: B Shift*, etc.). The information submitted on bid forms may be utilized throughout the year in the case(s) that a vacancy arises within a particular classification.

Management will assign newly hired probationary employees to shifts and days off during their probationary period.

All shift and days off bidding will be controlled by classification seniority.

Employees who are absent from their regular duty post for over ninety (90) days will take part in the bidding process. Those employees shall return the bidding request either in person, by United States Mail, via email to the Records and Accounting Manager, or personal courier. Under no circumstances will bids be accepted by telephone. Upon an employee's return to regular duty, he/she will be awarded the shift, days off and vacation that he/she is entitled to based on his/her classification seniority.

ARTICLE 20 - MISCELLANEOUS PROVISIONS

Section 1. All employees are responsible to their immediate supervisor in the first instance. In their absence, normal supervisory chain of command will prevail. Employees are not required to take work directives from anyone other than-his/her immediate supervisor and the Director of Corrections, or his/her designee, except in emergency situations.

Section 2. The County will provide bulletin boards in all offices and satellites covered by this agreement. The boards will be sufficient enough in size to post non-controversial notices of Association meetings, elections, social and recreational affairs, and notices of other Association activities. Any Association-related material posted on the bulletin boards shall be identified by authentication and authorized by an officer of the Association.

Section 3. With the exception of processing grievance matters and negotiating contracts, the Association will not be allowed to transact any business on County time. Stewards must ask their supervisor for permission to leave their jobs to investigate and adjust grievances and such permission shall be granted without unreasonable delay. Further, bargaining unit representatives are required to provide reasonable advanced notice to their supervisors regarding their need to attend scheduled Association negotiations with the County. It is further agreed that this provision shall be limited to periods of regular pay. The County is under no obligation to pay shop stewards for time spent in grievance meetings when they are not scheduled to work. The County will allow Association Representatives to enter County property to conduct Association business. Such meetings shall not interfere with the orderly and efficient operation of County business.

Section 4. The Association agrees to provide written notification to the County within seven (7) working days following election or selection of Association representatives, stewards and other Association officials to enforce the contract.

Section 5. Any employee who is required to work on his/her scheduled day off will not be required to take another day off in lieu thereof.

Section 6. Any provisions of this Agreement which cannot be put into effect due to legislation, Executive Order or other regulations dealing with wage and price stabilization shall become effective at such time, at such amount and for such period as will be permitted by law during the life of this Agreement.

Section 7. If an employee does not report for work because of inclement weather and the employee's department is open for County business, the employee will be docked for all hours not worked. However, if an employee has accumulated vacation leave or comp time, he/she may exercise the use of vacation or comp time for hours not worked.

ARTICLE 21 - EDUCATIONAL SEMINARS AND CONFERENCES

If an employee is required to attend any conference or seminar relating to his/her employment (including educational seminars required for the employee to obtain or retain job licensure), such time shall be considered "hours worked" according to the Fair Labor Standard Act. The Director of Corrections shall pay any registration fees and shall reimburse the employee for all allowable expenses incurred for any such conferences and seminars.

ARTICLE 22 – TUITION REIMBURSEMENT

Section 1. The County will pay up to seven hundred dollars (\$700) per budget fiscal year towards tuition and related fees, excluding books and parking, for those employees who succeed in accomplishing a "B" grade or above in a college level course. All hours must be semester or quarter hours in college level courses from an accredited college or university. Prior to enrolling in a course, employees will submit a reimbursement application using 'Form DCC 197', to the individual designated by the Director of Corrections to handle reimbursement requests. The Director of Corrections or his/her designee reserves the right not to recognize any hours, subject to the grievance procedure.

Section 2. Tuition Reimbursement is available for:

- Courses that are directly related to the employee's current job and would improve their skills on the job.
- Courses within relevant Associate's, Bachelor's and Master's Degree programs. Acceptable degree programs are those that relate to County employment, functions or services.

Section 3. Employees are required to maintain employment with the County for at least three (3) years after course completion. If the employee does not remain employed for three (3) years, the employee must repay the financial assistance given, on a prorated basis, if his/her separation from employment is due to voluntary resignation, retirement or termination for cause.

If the employee voluntarily resigns his/her employment with the County, retires or is terminated for cause within one year after completing the course, he/she must repay the full amount of the assistance given for that course. If the employee voluntarily resigns his/her employment with the County, retires or is terminated for cause during the second year after completion of the course, he/she must repay two-thirds (2/3) of the assistance given for that course. If the employee voluntarily resigns his/her employment with the County, retires or is terminated for cause during the third year after completion of the course, he/she must repay one-third (1/3) of the assistance given for that course.

Notwithstanding the above, if an employee is forced to retire or resign due to sustaining a disability, he/she will not be required to repay any of the tuition reimbursement.

Section 4. All courses must be taken during hours other than the employee's regular work hours unless vacation or compensatory time is granted pursuant to the provisions of this contract that relate to those paid leaves.

Section 5. Reimbursement will not be made to an employee who does not complete the course.

Section 6. Workshops, seminars, conferences and in-service training are not part of the Tuition Reimbursement Program.

ARTICLE 23 - CONSTRUCTION OF AGREEMENT AND SAVINGS CLAUSE

Section 1. It is agreed by the parties hereto that unless there are specific provisions to the contrary, this Agreement is intended to be consistent with rules and regulations promulgated by the Civil Service Commission and that all ambiguities and questions of construction shall be resolved so as to be in harmony with such rules and regulations. Furthermore, all conditions of employment which are not specified herein shall be in accord with Civil Service Commission rules and regulations as if the same had been reprinted in full and made a part of this Agreement.

Section 2. Douglas County Civil Service Commission rules and regulations as used herein shall mean those rules and regulations the Civil Service Commission had the authority to promulgate and enforce.

Section 3. Should any Article, section or portion thereof, of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific Article, section or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree to immediately attempt negotiation of a substitute for the invalidated Articles, section or portion thereof.

Section 4. Any changes in Civil Service regulations that are in conflict with the terms of this Agreement shall not in any manner alter, amend or change the terms of this Agreement.

ARTICLE 24 – WAGES

The wage scales on Appendix A, attached hereto, are included as a part of this contract and reflect the following:

January 1, 2017 – December 31, 2017: +3.0%

January 1, 2018 – December 31, 2018: +3.0%

January 1, 2019 – December 31, 2019: +3.0%

ARTICLE 25 – UNIFORM ALLOWANCE

Section 1. Records Technicians will be required to wear a uniform shirt with the Corrections Insignia embroidered thereon. The color and type of shirt shall be as specified in Corrections Departmental policy.

Section 2. Employees in the positions of Records Technicians shall be provided with a one-time uniform allowance of \$125.00 to purchase the required uniform shirts upon initial hire and will thereafter receive an annual allowance of \$100.00 in each subsequent year of their employment as a Records Technician for uniform maintenance/replacement. The uniform allowance shall be paid to the employee at the end of the first full pay period in January of each calendar year or as soon as practical.

Section 3. In the event a Records Tech I, II or III resigns, is terminated, or is absent for thirty consecutive working days prior to the completion of the year for which he/she or she was paid the initial \$125.00 uniform allowance, the employee shall reimburse Douglas County at the rate of \$.34 per day for each day remaining in the calendar year.

If the employee resigns, is terminated, or is absent for thirty consecutive working days prior to completion of any of the subsequent years in which they receive the \$100.00 uniform allowance, the employee shall reimburse Douglas County at the rate of \$0.28 per day for each day remaining in the calendar year.

ARTICLE 26 -- DRUG TESTING PROGRAM

Section 1. All bargaining unit employees are subject to random drug and illicit substance testing. The random testing procedure will be under the control and administration of the Douglas County Human Resources Department.

Section 2. Douglas County Human Resources will create a list of employees subject to this program. This list shall contain the names of all employees covered by this contract. This list will be provided to the County's drug testing contractor who will randomly select the employees who are to be tested. Employees will be part of the drug testing pool using the method called 'Simple Random Selection with Replacement'. This means that once an employee has been selected for testing, their name will remain in the drug testing pool for future selection.

Section 3. Once Douglas County Human Resources receives the list of employees selected for testing, it will notify the management of Douglas County Corrections to arrange for the testing to be conducted. It will be the responsibility of the management of Douglas County Corrections to notify employees of their selection and information on where and when the test will take place and ensure selected employees will attend.

Section 4. The frequency of the testing shall be four (4) times during the calendar year. The number of employees tested during the calendar year shall be 25% of the total number employees in the bargaining unit.

Section 5. Employees testing positive for illegal/illicit substances (to include legal prescription drugs consumed by the employee without a medical prescription/authorization) can result in disciplinary action, up to and including termination of employment, even for a first offense.

Section 6. Employees utilizing sick leave, worker's compensation leave, or any other leave may still be subject to random drug testing. The Director of Corrections may consider the particular injury/illness of the employee and/or the practicality of an employee to access the testing.

However, an employee who is randomly selected while on pre-approved vacation leave will not be ordered to submit to drug testing while on such leave. Upon return to work, the employee will be required to take the drug test.

Section 7. Practices relative to pre-employment and reasonable cause drug/alcohol testing shall comply with provisions of the Douglas County Civil Service Commission Policy Manual, Article 25.

ARTICLE 27 - DURATION OF AGREEMENT

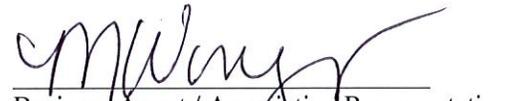
Section 1. This Agreement between Employees United Labor Association, and Douglas County, Nebraska, for covered Douglas County Corrections employees, will be in effect for a three (3) year period, commencing January 1, 2017 and terminating December 31, 2019. The provisions contained in this Agreement constitute the entire Agreement between the parties and no verbal statements will supersede any of those provisions. No reopeners are permitted unless it is agreed to in writing by all parties in this Agreement. Any amendment supplemental hereto shall not be binding upon any of the parties unless executed in writing by the parties hereto.

Section 2. The terms and conditions of this Agreement shall remain in full force and effect until such time as the next Agreement is approved and executed by both parties.

DOUGLAS COUNTY, NEBRASKA

EMPLOYEES UNITED LABOR ASSOCIATION


County Board Chairperson


Business Agent / Association Representative

DATE: 3/7/2017

APPROVED AS TO FORM:


Deputy County Attorney

COUNTY OF DOUGLAS - OFFICIAL RECORD

APPENDIX A - WAGES

The wages for the contract term January 1, 2017 – December 31, 2017, shall be as follows (represents a +3.0% increase over the previous pay scales (2016)):

Occ. Code	Position	Step 1 Start	Step 2 1 Yr.	Step 3 2 Yrs.	Step 4 3 Yrs.	Step 5 4 Yrs.	Step 6 5 Yrs.	Step 7 6 Yrs.	Step 8 7 Yrs.	Step 8 7 Yrs.
0724	Admin. Asst. – Fiscal Services	18.85	19.81	20.51	21.45	22.37	23.32	24.27	25.21	
0754	Admin. Asst. – Inmate Services	21.90	23.40	24.60	26.11	27.65	29.19	30.69	32.28	
0759	House Arrest Support Services Aide	18.53	19.45	20.41	21.42	22.50	23.62	24.79	26.01	
0796	Records Technician I	15.09	15.85	16.61	17.42	18.29	19.22	20.16	21.18	
0797	Records Technician II	16.71	17.51	18.36	19.29	20.25	21.26	22.31	23.42	
0740	Staff & Accounting Coordinator	22.87	24.01	25.18	26.44	27.75	29.13	30.61	32.08	

The wages for the contract term January 1, 2018 – December 31, 2018, shall be as follows (represents a +3.0% increase over the previous pay scales (2017)):

Occ. Code	Position	Step 1 Start	Step 2 1 Yr.	Step 3 2 Yrs.	Step 4 3 Yrs.	Step 5 4 Yrs.	Step 6 5 Yrs.	Step 7 6 Yrs.	Step 8 7 Yrs.	Step 9 8 Yrs.
0724	Admin. Asst. – Fiscal Services	19.42	20.40	21.13	22.09	23.04	24.02	25.00	25.97	27.01
0754	Admin. Asst. – Inmate Services	22.56	24.10	25.34	26.89	28.48	30.07	31.61	33.25	34.58
0759	House Arrest Support Services Aide	19.09	20.03	21.02	22.06	23.18	24.33	25.53	26.79	27.86
0796	Records Technician I	15.54	16.33	17.11	17.94	18.84	19.80	20.76	21.82	22.69
0797	Records Technician II	17.21	18.04	18.91	19.87	20.86	21.90	22.98	24.12	25.08
0740	Staff & Accounting Coordinator	23.56	24.73	25.94	27.23	28.58	30.00	31.53	33.04	34.36

The wages for the contract term January 1, 2019 – December 31, 2019, shall be as follows (represents a +3.0% increase over the previous pay scales (2018)):

Occ. Code	Position	Step 1 Start	Step 2 1 Yr.	Step 3 2 Yrs.	Step 4 3 Yrs.	Step 5 4 Yrs.	Step 6 5 Yrs.	Step 7 6 Yrs.	Step 8 7 Yrs.	Step 9 8 Yrs.
0724	Admin. Asst. – Fiscal Services	20.00	21.01	21.76	22.75	23.73	24.74	25.75	26.75	27.82
0754	Admin. Asst. – Inmate Services	23.24	24.82	26.10	27.70	29.33	30.97	32.56	34.25	35.62
0759	House Arrest Support Services Aide	19.66	20.63	21.65	22.72	23.88	25.06	26.30	27.59	28.70
0796	Records Technician I	16.01	16.82	17.62	18.48	19.41	20.39	21.38	22.47	23.37
0797	Records Technician II	17.73	18.58	19.48	20.47	21.49	22.56	23.67	24.84	25.84
0740	Staff & Accounting Coordinator	24.27	25.47	26.72	28.05	29.44	30.90	32.48	34.03	35.39

APPENDIX B - CONSENT FORM FOR DRUG AND SUBSTANCE TESTING

I do hereby give my consent for Douglas County to collect blood, urine, or saliva samples from me and to conduct other necessary medical tests to determine the presence or use of drugs or controlled substances. Further, I give my consent for the release of the test result, and other relevant medical information to authorized County management for appropriate review. I also understand that, if I refuse to consent, I may be subject to disciplinary action, including termination of employment.

AGREED TO:

Signature _____ Date _____

Witness _____ Date _____

REFUSED:

Signature _____ Date _____

Witness _____ Date _____

Reasons for Refusal:

NOTICE TO EMPLOYEES

Consent to drug testing is a condition of employment. Failure to sign this consent form will result in disciplinary action including termination of employment.