

Resolution No: 912
ADOPTED: December 18, 2018

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

RESOLVED

WHEREAS, Douglas County has a labor contract with Local #554 International Brotherhood of Teamsters, General Drivers & Helpers union, representing covered non-supervisory, general employees within the elected office of Douglas County Engineer and separate Douglas County Departments of Purchasing (Garage Division) and the Department of Environmental Services (“554-GENERAL”); and,

WHEREAS, that contract expired on December 31, 2016, and the parties have negotiated a new four-year contract for the term effective January 1, 2017 through December 31, 2020.

NOW THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS, DOUGLAS COUNTY, NEBRASKA, that the attached labor agreement referred to in this resolution, is hereby approved adopted, and the Chair of this Board is authorized to execute said contract on behalf of Douglas County.

DATED this 18th day of December, 2018

Motion by Kraft, second by Morgan to approve. I move the adoption of the resolution.

Adopted: December 18, 2018

Yeas: Borgeson, Boyle, Cavanaugh, Duda, Kraft, Morgan, Rodgers

(CERTIFIED COPY)



Daniel A. Esch
Douglas County Clerk

Resolution No: 912
ADOPTED: December 18, 2018

2018-12412
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LABOR AGREEMENT

BETWEEN

DOUGLAS COUNTY, NEBRASKA

DOUGLAS COUNTY ENGINEER

AND

LOCAL #554

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, GENERAL
DRIVERS & HELPERS UNION

January 1, 2017 - December 31, 2020

COUNTY OF DOUGLAS - OFFICIAL RECORD

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PREAMBLE

This Agreement between Douglas County, Nebraska, the Douglas County Engineer, hereinafter referred to as the 'Employer', and General Drivers & Helpers Union, Local #554, hereinafter referred to as the 'Union', has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment for the elected office of the Douglas County Engineer, and the County Departments of Purchasing (Garage Division) and Environmental Services.

ARTICLE I RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the purposes of establishing wages, hours and other conditions of employment for all regular full time and regular part time employees, but specifically excluding all elected, appointed, seasonal, temporary, supervisory, confidential general office, clerical and those employees occupying classifications listed in Appendix A. The County employees covered under this contract will collectively be referred to as members of the "554-General" bargaining unit.

Section 2. The Employer 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 Employer shall not make any Agreements with bargaining unit employees contrary to the terms of this Agreement, nor shall the Employer make any Agreements with individuals, groups, organizations or Unions which seek to represent employees or engage in collective bargaining, other than the recognized Union.

Section 3. A supervisor is herein defined as any individual having authority, in the interest of the Employer, to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward or discipline other employees or responsibly direct them, or to evaluate their performance, adjust their grievances, or effectively recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

Section 4. A confidential employee is herein defined as an employee who in the regular course of his duties works with, has access to or possesses information relating to the Employer's labor relation's matters.

Section 5. Regular part time employees are herein defined as those employees who are assigned to established jobs on a regular part-time continuing basis. Such employees shall earn paid leave in the same proportion as the time worked in a payroll period bears to the time worked by full time employees in such payroll period.

Section 6. 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.

ARTICLE 2 CHECK-OFF

Section 1. The Employer shall, in accordance with the provisions of this Article, deduct certified regular monthly Union dues and initiation fees from the pay of each employee provided that at the time of such deduction the employer has in its possession an un-revoked written authorization, executed by the employee in a form provided

by the union and approved by the County, provided that the union will not change the check off form without first providing the County with sixty (60) days written notice.

Section 2. The Employer shall, within ten (10) days from the pay date of such payroll deductions, remit to the Treasurer of the Union the amounts thereof showing the names of employees.

Section 3. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of inadvertent errors under the provisions of this Article.

Section 4. The employer shall check off only certified monthly dues and initiation fees for the payroll period involved. If the pay of the employee is insufficient to permit such check off, such dues shall be deducted from subsequent pay periods. If the employer deducts dues and initiation fees pursuant to the provisions of this agreement and the employee has made a duplicate payment to the union direct, it shall be the responsibility of the employee to collect such duplicate payment from the union.

Section 5. The union shall provide the employer thirty (30) day written notice of any certified change in the amount of monthly union dues.

Section 6. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to the Democratic/Republican/Independent Voter Education (D.R.I.V.E.) political action committee. D.R.I.V.E. shall on a weekly basis, notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck for all weeks worked. The phrase "weeks worked" includes any week in which the employee earned a wage. The employer shall transmit to D.R.I.V.E. National Headquarters twice each month, in one (1) check, the total amount deducted from the employee's paycheck. Employees may only discontinue contributions status to D.R.I.V.E. once per calendar year and such employee who discontinues contribution status may only re-enroll during the open enrollment period as established.

Section 7. If, during the term of this contract, a Nebraska statute is enacted allowing the union to collect service fees from non-dues paying members, the union may request that the County enter into good faith negotiations solely for the purpose of adding language to this contract regarding the collection of any such services fees, and the county shall enter into those good faith negotiations without unreasonable delay.

ARTICLE 3 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 rights, powers and authority of the Employer heretofore possessed and hereafter 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 4 NON-DISCRIMINATION

Section 1. The provisions of this Agreement shall be applied to all employees in the bargaining unit without discrimination in violation of controlling Federal or State law as to sex, race, color, creed, religion, national

origin, age, handicap, disability or political affiliation. Where applicable, the Union shall share equally with the Employer in applying this provision of the Agreement.

Section 2. The Employer and the Union agree not to 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 Union 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 5 TRANSFERS AND DETAIL ASSIGNMENTS

Section 1. Transfer shall mean either an interdepartmental transfer or a classification transfer. Interdepartmental transfer is herein defined as a change by an employee from one department to another department in the same classification. Classification transfer is herein defined as a change by an employee from one classification to another classification, in the same salary range, in the same or different department.

Section 2. Any interdepartmental transfer shall require the mutual consent of the Employer and the involved employee.

Section 3. Any classification transfer shall require the mutual consent of the Employer and involved employee and can only be permitted where no qualified employees have applied for any posted vacancy pursuant to the provisions of *Article 9, Promotions*.

Section 4. An employee involved in a classification transfer pursuant to the provisions of Section 3 hereof, shall not be subject to a probationary or trial period as provided in *Article 6* and *Article 9*, and shall not receive classification seniority credit for time spent in the classification from which he transferred.

Section 5. An Employer may detail an employee to perform duties in a classification different than that to which he is assigned for a period not to exceed three (3) months, provided the employee has consented to such detail. If an insufficient number of employees agree to accept the detail assignment(s), then the County shall have the right to designate the junior qualified employee(s) for the detail assignment. Time spent in such detailed assignment shall be credited to the employee's assigned classification seniority. Detail assignments will be made on a fair and equitable basis.

Section 6. An employee on detail assignment to a higher classification shall be paid the hourly rate that is the greater of either \$0.20c/hour more than his/her regular hourly rate earned immediately prior to such assignment, or the hourly rate of the detail assignment that is of greater value than his/her regular hourly rate. In order to be eligible for detail pay, the employee must have worked at least two (2) full regular shifts within the fourteen (14) day pay period in which the detail assignment occurred. In such cases, the pay increase shall commence on the first (1st) full day of the detail assignment. In order to receive the higher pay, the employee must perform the higher classification duties for a majority of their shift. No employee shall be considered, nor shall they consider themselves to be, on detail assignment unless he/she receives prior authorization from the elected official/department head or his/her designee to perform such detail assignment.

Section 7. The County shall maintain an accurate listing of all employees working a detail assignment and/or temporary transfer within a different classification. The Union business agent and stewards will have access to such records upon request.

ARTICLE 6 PROBATIONARY PERIODS

Section 1. All newly hired employees shall serve a probationary period of ninety (90) days.

Section 2. Probationary employees shall not be entitled to use the grievance procedure for any disciplinary action including discharge.

Section 3. Employees shall not be eligible for promotion during the probationary period provided in this Article.

ARTICLE 7 SENIORITY

Section 1. Classification seniority is herein defined as an employee's continuous service within a job classification without a break or interruption except as provided in Sections 4 and 5 of this Article.

Section 2. Bargaining unit seniority is defined as an employee's continuous service within the highway, garage and/or Environmental Services departments covered by this Agreement.

Section 3. Countywide seniority is herein defined as an employee's continuous service with Douglas County without a break or interruption except as provided in Sections 4 and 5 of this article.

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 or County layoffs of sixty (60) calendar days or less.
2. Absence due to an unpaid disability leave of absence or injury or illness covered by the Nebraska Workers' Compensation Law not to exceed one (1) year.
3. Military leave in accordance with applicable Federal and State law.

Section 5. Employees shall not accumulate seniority during periods of unpaid leaves of absence or layoff of more than sixty (60) calendar days. Upon the return of an employee from an unpaid leave of absence or layoff of more than sixty (60) calendar days, such employee shall receive credit for service prior to such leave or layoff.

Section 6. New employees shall be added to the seniority list as of the date of their employment, following satisfactory completion of their probationary period.

Section 7. Seniority lists covering bargaining unit employees shall be posted in a conspicuous place with a copy to the Union within a reasonable time after the effective date of this Agreement and such seniority lists shall be brought up to date every six months thereafter. If an error in the seniority lists is noted by an employee, such error must be called to the attention of the personnel department within thirty (30) days of posting. In the event there is no objection by the employee within the thirty (30) day period, his seniority as posted shall stand. Nothing herein shall preclude the correction of clerical errors.

Section 8. Seniority shall not in any manner affect or change the current practices and policies relative to retirement, disability, insurance benefits and plans.

Section 9. In the event two or more employees attain the same classification seniority date, the employee having the most bargaining unit seniority shall be designated as having the highest classification seniority and so forth until all affected employees have been assigned their seniority position within the classification.

Section 10. If two or more newly hired employees are hired on the same date, bargaining unit seniority shall be determined by lot and seniority position assigned accordingly.

ARTICLE 8 LAYOFF AND RECALL

Section 1. Whenever there is a reduction in work force within a department, layoffs shall be made on the basis of seniority in classification within that department, provided that employees retained are qualified to perform the work.

Section 2. Employees subject to layoff shall be given written notice by registered mail at least fifteen (15) days prior to the effective date of same. Such notice shall be mailed to their last known address as shown on the Employer's records. A copy of said notice shall be mailed to the Union. The time limit provided in this section may be extended if the affected employee(s) did not have reasonable opportunity to have received the written notice.

Section 3. Employees within a department subject to layoff shall have the option within the time period provided in Section 2 to exercise their layoff rights, provided in this article or to accept-layoff. Failure to respond within the time limit provided in Section 2 shall constitute employee's acceptance of layoff outlined in Section 5.

Section 4. No regular employee shall be laid off from his department while there are probationary, seasonal or temporary employees working in his department in the same classification. If an employee is laid off from the classification of "Laborer", and he/she possesses the requirements to do the snow plowing work of an "Equipment Operator I", he/she shall be offered seasonal employment during the snow plowing season in the Equipment Operator I classification before any other person is offered such employment.

Section 5. In the event an employee is laid off in his classification, by virtue of the provisions of Section 1, and is qualified to perform in a lower classification in his department, he shall be permitted to take such lower classification at that classification's rate of pay. The rate of pay shall be that which most nearly approximates his former rate of pay provided, however, the actual rate of pay does not exceed the maximum rate of pay of the lower classification. In the event an employee is laid off by virtue of this section, such employee shall have the right to exercise classification seniority as outlined in Section 1. The term department, as used in this section shall mean departments formally recognized in the County's organizational structure.

Section 6. Where by virtue of a reduction in work force, an employee takes a position in a lower classification as provided in Section 5 of this Article; such employee shall be credited with classification seniority earned prior to the transfer.

Section 7. Where an employee holds a non-bargaining unit position, he shall retain, for a period of (6) months, all seniority earned in the bargaining unit classification in which he was previously employed. In the event a non-bargaining unit employee becomes subject to layoff because of a reduction in work force and is qualified to perform duties in a lower or equivalent bargaining unit position as provided herein, the provisions of this Article shall, in their entirety, be applicable to such employee.

Section 8. The names of regular employees who have been laid off shall be placed on a layoff list maintained by the Personnel Department and such employees shall be eligible for re-employment for a period of two (2) years. The Employer shall rehire in the reverse order of layoff. A laid off employee, subject to recall, who is employed elsewhere, shall not be required by the Employer to report to work until after two (2) weeks from the date of recall notice. If such employee is not employed elsewhere, he shall be required to report for work at such reasonable time as required by the Employer giving consideration to all attendant circumstances. The Employer shall provide employees subject to recall with written notice by registered mail to their last known address as shown on the Employer's records.

Section 9. No new bargaining unit employees shall be hired until all bargaining unit employees on layoff status who desire to return to work have been recalled.

ARTICLE 9 PROMOTIONS

Section 1. For the purpose of this Article, "promotion" shall be defined as the advancement of an employee from one position classification to another in a higher salary grade within their department. A promoted employee will move to the step in the higher classification that is above his current rate and will progress on annual steps thereafter to the maximum.

Section 2. When the Employer determines that a position vacancy exists, notice of said position vacancy shall be posted at each County facility where bargaining unit employees are regularly employed, for a period of not less than seven (7) working days, excluding weekends and holidays. The Notice shall describe the position, salary range, minimum qualifications required and final date that an application will be accepted.

Section 3. Promotions shall be granted to the applicant with the most bargaining unit seniority (as defined in *Article 7, Section 2*) who meets the minimum qualifications for the position, as listed in the position description. Whether an applicant meets the minimum qualifications for the position shall be determined by the County Engineer/Department Director, or his/her designee, in consultation with the Douglas County Human Resources department.

The individual who successfully bids the position shall start the bid no later than the second (2nd) Monday after being awarded the position.

Section 4. If an employee's seniority is bypassed when making a promotion, the employee shall be furnished in writing the reason for said denial. This Section shall not constitute a remedy precluding use of *Article 11, Grievance Procedure*.

Section 5. Promoted employees shall serve a ninety (90) day trial period from the date of promotion. The purpose of the trial period is to determine the employee's ability and desire to perform the work. If the County Engineer/Department Director, or his/her designee, is not satisfied with the employee's performance during the trial period, or if the employee desires to return to his former position, such employee shall be reinstated to his former position or one similar thereto without loss of seniority and at a salary not lower than that received by him in such former position at the time of promotion.

Section 6. When the employee is reinstated to his former position at the insistence of the County Engineer/Department Director, or his/her designee, during the trial period, he shall be advised in writing by the County Engineer/Department Director, or his/her designee, as to the reasons therefore. Such action may be appealed to the Civil Service Commission pursuant to the rules and regulations of the Civil Service Commission.

Section 7. An employee promoted to a position in a higher salary grade shall receive a promotional salary increase on the payroll date that the promotion became effective.

Section 8. Employees shall not be eligible for promotion during the trial period provided in this Article.

ARTICLE 10 CONTRACTING AND SUBCONTRACTING

Section 1. The Union recognizes that the right of contracting and sub-contracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union, 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 Employer agrees to notify the Union as early as possible in advance of the same in order to provide the Union with an opportunity to discuss with the Employer its necessity and effect on bargaining unit employees.

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 is limited to matters concerning the application, meaning or interpretation of this Agreement, except for disciplinary actions

Section 1A. The Union will review and recommend any claim that an employee makes regarding violation of this Agreement.

Section 2. For the purpose of this Article the written Civil Service Commission Rules and Regulations shall be considered a part of this Agreement, except where in conflict with the terms thereof.

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 Union, or by a representative of employee's choice. Where an employee processes a grievance individually, or through a representative other than the Union, the Union shall have the right to be present and/or intervene at any step of the grievance procedure.

Section 4. Any grievance shall be in writing and shall designate the specific Article(s) and Section(s) of this Agreement or the written Civil Service Commission Regulation(s) upon which the grievance is based together with the reason therefore.

Section 5. The term "days" as used in this Article shall mean working days except where otherwise specified.

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

Step 1. The aggrieved employee, with or without the steward shall first discuss the grievance with his immediate non-bargaining unit supervisor, or his designated representative, within thirty (30) calendar days from the date on which the employee becomes aware of the event that prompted the grievance. The non-bargaining unit supervisor shall attempt to adjust the matter and will respond to the party presenting the grievance within thirty (30) calendar days from its presentation to the supervisor.

Step 2. If satisfactory settlement is not reached under Step 1, the grievance shall be reduced to writing and presented to the department head or his designated representative and the Union Business Representative. The written grievance shall be presented within five (5) working days from the date any decision was made under Step 1. A meeting may then be scheduled with the parties involved in an attempt to resolve the matter. This meeting shall take place within ten (10) working days of the request for the meeting. The department head shall review the alleged grievance and offer his decision within five (5) working days after the date of the meeting.

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. If the Department Head fails to process a grievance within the time limitations provided in this Article, the grievance shall be resolved based on the employee's requested remedy.

ARTICLE 12 DISCIPLINE

Section 1. Disciplinary actions or measures shall include the following:

Oral Reprimand
Written Reprimand
Suspension
Discharge

In the event an employee is subject to any disciplinary action, the employee may request the presence of a Union representative.

Section 2. Disciplinary action may be imposed on an employee only for just cause. Oral and/or Written reprimands may be protested in writing by the employee involved within five (5) working days and may be used for a period of one year when determining future suspensions or discharge.

Section 3. If the Employer has reason to reprimand an employee, it shall be done within thirty (30) days of the incident, in a reasonable and professional manner, and not before other employees or the public, except where impractical. Disciplinary actions more than twelve (12) months old, which were made a part of an employees personnel file, shall not be considered in promotions or in future disciplinary actions regarding said employee.

Section 4. An employee subject to suspension or discharge shall be given prompt written notice thereof setting forth the reasons for said action, a copy of which shall be given to the Union.

Section 5. Employees may appeal demotions, suspensions and discharges to the Civil Service Commission, pursuant to that Commission's rules and state statute. The employee may, subsequent to appealing a disciplinary action, but prior to the Commission's decision, meet with the elected official/department head to discuss the matter. The employee has the right to have a union representative attend that meeting.

**ARTICLE 13
NO STRIKES AND LOCKOUTS**

Section 1. It is understood there shall be no strike or any other concerted work stoppage during the life of this Agreement. The Union agrees not to sanction any such strike or concerted work stoppage during the life of this Agreement.

Section 2. In the event of an alleged unauthorized strike or concerted work stoppage, upon notification in writing to the Union of the existence of a strike or concerted work stoppage, the Union 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 Union shall also advise employees of the appropriate provisions of Nebraska Law pertaining to strikes and concerted work stoppages by public employees.

Section 3. The Employer agrees not to lock out any employees during the life of this Agreement.

**ARTICLE 14
HOURS OF WORK**

Section 1. Regular hours of work each day shall be consecutive, except for interruptions for lunch periods, which shall not exceed one (1) hour. The regular work week shall consist of five (5) consecutive eight (8) hour days, forty (40) hours Monday through Friday or, at the discretion of the County, the work week may consist of four (4) consecutive ten (10) hour days, forty (40) hours Monday through Thursday or Tuesday through Friday inclusive, provided however that scheduling of ten (10) hour days shall be restricted to the months of May through August for Laborers, AEO I, II & III and Foreman.

All employees shall be scheduled to work on a regular work shift and each shift will have a regular starting and quitting time. Employees shall be given reasonable notice of shift changes and starting times, as provided in Section 3, except in cases of emergency. In the event a four (4) consecutive ten (10) hour day workweek is implemented, employees in each classification will select their workweek based on classification seniority. In the event two or more employees have the same classification seniority date, selection will be based utilizing overall bargaining unit seniority.

Section 2. Employees shall be expected to report for work at the designated time to the designated County installation. Transportation to job sites away from County installations shall be on County time at County expense.

Section 3. Starting and quitting times will be listed for each department, but the Employer shall have the right to modify them, if conditions of operations change, and shall give the employees fourteen (14) days notice.

**ARTICLE 15
OVERTIME**

Section 1. Overtime shall be paid pursuant to the provisions of the *Fair Labor Standards Act*, except as provided in Sections 2 and 3 herein.

Section 2. Time and one-half the employee's regular hourly salary shall be paid to full time employees for all hours of work in excess of the regular work shift in any work day as defined in *Article 14, Section 1*, or for all

hours of work in excess of forty (40) hours in any work week. Part-time employees shall be paid overtime for all hours worked in excess of forty (40) hours per week.

Section 3. The following will be construed as hours worked: Holidays, Vacation, Sick Leave, Jury Duty and 2/3 compensatory time in a forty (40) hour week. Funeral Leave and 1/3 compensatory time shall not constitute hours worked in a forty (40) hour week.

Section 4. Saturday, Sunday and Holiday overtime work shall be distributed on an equitable basis by the Employer to the qualified employees volunteering for the overtime. If not enough employees volunteer, then the County has the right to assign qualified employees for overtime from the bottom of the list (i.e. the least senior employee up). Overtime work shall be distributed on an equitable basis by the Employer.

Section 5. For purposes of computing overtime, the hour shall be divided into tenths and the employee shall be paid overtime for each full one-tenth of an overtime hour worked.

Section 6. No employee shall be required to work more than twelve (12) consecutive hours in a twenty-four (24) hour period.

Section 7. Employees who are classified as non-exempt (employees who earn overtime) shall have the option of accruing compensatory leave time at the rate of one and one-half (1 ½) times the actual hours worked in lieu of the payment of overtime. Such non-exempt employees may accrue a maximum of one hundred and twenty (120) hours of compensatory time. The compensatory time off shall be taken at a time mutually agreed upon by the employee and his/her supervisor, but must be taken prior to October 1st following the fiscal year in which it was earned. Compensatory time remaining at the end of this period shall be paid in cash. However, the employee retains the right to cash out his/her remaining compensatory time on a one-time basis during this period, subject to proper notification for payroll purposes. It is understood that the usage of compensatory time is to be requested just like annual leave, and may be denied as any other annual leave.

ARTICLE 16 CALL IN PAY AND STANDBY TIME

Section 1. Where an employee is called to duty during his off duty time and such time does not merge with his regularly scheduled duty shift, such employee shall be paid for a minimum of two (2) hours at the rate of time and one-half (1 ½) or the actual number of hours worked at the rate of time and one-half (1 ½).

Section 2. If, because of circumstances, an employee (such as the sign department) is specifically notified that he/she is to be placed on call during his/her off duty time, the employee will be required to furnish to the Employer a telephone number where the employee can be reached or the employee will be furnished with an electronic paging device. Said employees shall be notified in advance of the specific dates the employee is on call. Any employee placed on call during off duty hours and not called to duty during the week as outlined in Section 1 above, shall be paid two (2) hours at time and one half for each week placed on call. A week is herein defined as Sunday through Saturday inclusive.

Section 3. "On-Call" shall mean that a particular employee or employees are specifically notified that they must be "on-call" and/or are given a County vehicle to take home because of this specific notification that the employee is "on-call". "Standby" shall mean that management has issued a general notice to employees that they must be prepared to be called in because of a particular emergency situation that could develop (when a notice is posted for employees to be ready in case of bad winter weather). "On-Call" pay, pursuant to this Article, shall be applicable only when an employee is specifically placed "on-call" pursuant to the above. No pay shall be due for employees who are on "standby" as defined above, unless they are actually called in to work.

ARTICLE 17
WORK BREAKS, MEAL PERIOD AND CLEAN UP TIME

Section 1. Employee will be granted a fifteen (15) minute rest period during the approximate middle of each one-half (½) shift; provided, however, that the scheduling of rest periods shall be consistent with meeting the needs of the public.

Section 2. Regular full time garage employees shall be granted ten (10) minutes personal clean up period at the employee's lunch hour and ten (10) minutes personal clean up period at the end of each scheduled work shift.

Section 3. Employees required to work a minimum of four (4) hours overtime shall be granted a half-hour (½) paid meal period. The paid meal period to be taken two (2) hours after the beginning of the overtime hours worked.

Section 4. The provisions of Section 1 through 4 hereof shall not apply to part time employees.

Section 5. Part time employees working a minimum of three (3) hours on a regularly scheduled work shift shall receive a fifteen (15) minute rest period to be scheduled at the approximate middle of the work shift.

Section 6. Part time employees working a minimum of six (6) hours on a regularly scheduled shift shall, in addition to the fifteen (15) minute rest period as provided in Section 5, be granted a meal period, not to exceed one (1) hour scheduled at the approximate middle of the work shift.

ARTICLE 18
UNPAID DISABILITY LEAVES OF ABSENCE

Section 1. An employee may request an unpaid disability leave of absence for a medically certified temporary disability resulting from injury, pregnancy or sickness after the employee has used all available paid sick leave for said temporary disability.

Section 2. Any request for unpaid disability leave of absence shall be submitted in writing to the employee's department head stating the reason for leave and the approximate duration at the earliest practical date. The department head shall make a timely written response. Any leave of absence under this Article may be granted for a period not to exceed one (1) year.

Section 3. An unpaid disability leave of absence is herein defined as absence due to medically certified temporary disability resulting from injury, pregnancy or sickness.

Section 4. An employee returning from a disability leave of absence shall return to the classification he previously held, if it still exists. If his classification has been abolished, he may exercise his seniority rights. Failure to return from a disability leave of absence as authorized may be considered by the Employer as a voluntary resignation.

ARTICLE 19
UNPAID LEAVES OF ABSENCE

Section 1. Any request for a leave of absence shall be submitted in writing to the employee's department head stating the reason for the leave and approximate duration thereof, at the earliest practical date, in advance of the

requested leave. The department head shall make a timely response in writing. No leave of absence under this Article shall be granted for a period in excess of six (6) months, except as provided in Section 4 hereof.

Section 2. Subject to the provisions of Section 1 hereof, the employee's department head may grant a leave of absence without pay where the purpose of such leave is determined to be reasonable under the attendant circumstances.

Section 3. An employee returning from a leave of absence shall return to the classification he previously held, if it still exists. If his classification has been abolished, he may exercise his seniority rights. Failure to return from a leave as authorized may be considered by the Employer as a voluntary resignation.

Section 4. Employees elected or selected by the Union to do full time work for the Union or its affiliates which takes them from their employment, shall at the written request of the Union be granted leave for a period of up to one (1) year which may be extended upon request of the Union; provided, however, that the Employer shall not be required to grant leave pursuant to this provision to more than one (1) employee at any given time.

Section 5. Employees who are authorized delegates of the Local Union to a State Council, Union Seminar or International Union Convention shall, upon request, be entitled to use earned annual leave or unpaid leave for such purposes. The Employer may limit to two (2) the number employees utilizing unpaid leave during any period for this purpose.

Section 6. Where an employee has exhausted earned sick leave or where under the circumstances he is not eligible to utilize earned sick leave, he may be granted unpaid sick leave in accordance with and pursuant to the provisions of this Article; provided, however, he has not applied for an Unpaid Disability Leave of Absence pursuant to *Article 18*.

Section 7. Paternity Leave: a male employee whose spouse has given birth to a child(ren) or adopted a child(ren) may apply for an unpaid Leave of Absence once all vacation credits have been exhausted. The duration of this leave shall be limited to a maximum of twenty (20) working days and shall not take place more than thirty (30) days before or thirty (30) days after the birth or adoption. Requests for this type of leave shall be made according to procedures outlined in this Section.

Employees taking an approved leave of absence without pay shall be entitled to return to the employ of the County at the same classification grade they held at the commencement of the leave if they possess no less than the minimum acceptable qualifications to perform the job.

The employee shall submit in advance a written request to the elected official/department head stating the reason for the requested leave.

The elected official/department head shall approve or deny the request as soon as possible and issue a written notification to the employee. Employees taking paternity leave shall, provided they comply with the provision of this article, return to the employ of the County at their previous position and at the same salary.

ARTICLE 20 SICK LEAVE

Section 1. All full time employees, excluding temporary employees, shall earn sick leave credits each payroll period at the rate of fourteen (14) days per year, prorated over 26 pay periods, at 4.308 hours per pay period, where the employee has been working or on paid leave. Part-time employees shall earn sick leave credits on a pro

rata basis. Sick Leave will be charged at the rate of eight (8) or ten (10) hours based on the employee's work schedule immediately preceding the use of sick leave.

Section 1A. A part time employee shall earn sick leave on a pro-rata basis in the same proportion that his regularly scheduled hours in a payroll period bears to the regularly scheduled hours of full time employees in the same work unit.

Sick leave for full-time and part-time employees shall be earned each payroll period where the employee has worked or been on paid leave fifty percent (50%) or more of his/her regularly scheduled hours for such payroll period at a rate equivalent to that listed in Section 1.

Section 2. Except as provided in Section 6 or when an employee has been exposed to contagious disease as mentioned in Section 4, employees shall not be entitled to utilize earned sick leave until they have completed their probationary period.

Section 3. 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 disease under circumstances in which the health of other employees or the public would be endangered by the employee's attendance on duty. Employees shall not be entitled to utilize earned sick leave for a willful self-inflicted injury. When necessary, employees may use up to 80 hours of paid sick leave to care for an ill spouse, child or parent, provided the illness falls within the terms and conditions of the Family Medical Leave Act as outlined in the Douglas County Civil Service Personnel Policy Manual and the employee requests such leave in compliance with the Manual's provisions.

Section 4. An employee using any amount of sick leave may be asked to provide medical certification if there is an indication or pattern of sick leave abuse. For sick leave of three (3) or more consecutive working days, the employee must submit medical certification thereof, if requested, by the Employer.

Section 5. If an employee has been absent for a period of ten (10) working days or longer, it will be necessary to see the Employer's doctor, if requested, in addition to bringing a certified release from the employee's doctor. Failure or refusal by the employee to observe this regulation will result in the employee being suspended until he complies with the terms of this Agreement.

If there is a dispute between the Employer's doctor and the employee's doctor, a third doctor by mutual Agreement will be called in. The decision of the third doctor will be final and binding. The costs of the third doctor will be paid by the Union. The opinion of the third doctor will be certified to the Employer.

Section 6. Where an employee is absent because of injury or sickness covered by the Nebraska Workmen's Compensation Act, such employee has the option using earned sick leave to the extent that when added to the compensation payable under Workmen's Compensation, it would equal the employee's regular rate of pay. It will be the employee's responsibility to notify his Employer that he does not want to use sick leave.

Section 7. Where an employee has exhausted earned sick leave or where under the circumstances he is not eligible to utilize earned sick leave, he may be granted unpaid sick leave in accordance with and pursuant to the provisions of this Article; provided, however, he has not applied for an Unpaid Disability Leave of Absence pursuant to *Article 18*.

Section 8. The employee will be entitled to unlimited accrual of earned unused sick leave, however, one hundred and ninety-two (192) days of sick leave only will be compensable at the rate of regular pay, payable at times of illness or injury where the employee is unable to work according to terms set forth elsewhere in this contract, defining sickness or injury.

Section 9. Accumulated unused sick leave will be applied to pension benefits at the time of retirement on a one (1) for one (1) basis.

Section 10. There shall be no retroactive credits to be applied prior to the effective date of this contract.

ARTICLE 21 OTHER PAID LEAVES

Section 1. The Employer shall provide employees with military leave with pay pursuant to the provisions of Neb. Rev. Stat. §§ 55-160, 55-161 (*R.R.S. 1943, rev. 2002*), for a maximum of fifteen (15) workdays in a calendar year. Military leave with pay pursuant to the provisions of this Section of this Article shall be in addition to any other paid leave to which an employee is entitled.

Section 2. Any employee ordered to active service of the state pursuant to the provisions of Neb. Rev. Stat. § 55-160 (*R.R.S. 1943, rev. 2002*), shall be entitled to a military leave of absence until such employee is released from active service by competent authority. During a military leave of absence, the employee shall receive such portion of his regular rate of pay as will equal the loss he may suffer while in the active service of the State.

Section 3. Where an employee is required by the Employer or is subpoenaed to testify in connection with his official duties in a matter pending before a Court or other administrative tribunal, such time shall be considered hours of work. Any witness fee received by the employee shall be paid to the Employer.

Section 4. Where an employee's attendance is required for Jury or Election Board duty, he shall not be required to report to work on any such day. If the daily rate of the remuneration for such services is greater than the employee's daily rate of pay, such leave shall be without pay. Where the daily rate of remuneration is less than the employee's daily rate of pay, he shall be granted paid leave to the extent of the difference between such remuneration and rate provided:

1. The employee provides his immediate non-bargaining unit supervisor with at least one (1) week's advance notice of the required attendance for Jury or Election Board duty.
2. The employee provides evidence of required attendance for Jury or Election Board duty if requested by the Employer.

Section 5. Employees may be granted administrative leave where relieved from duty by the Employer because of inclement weather or other emergencies, or to attend official functions of professional organizations. Administrative leave granted to employees for such purposes shall be with pay to the extent of the normal workweek, or any portion thereof.

Section 6. Where there is a death of the employee's mother, father, spouse, or employee's children, the employee may utilize funeral leave not to exceed five (5) working days. Where there is a death of an employee's stepmother, stepfather, any grandparent, brother, sister, stepbrother, stepsister, half brother, half sister, current mother-in-law, current father-in-law, current daughter-in-law, 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 or great uncle, or any person who at the time of death was a resident of the household of the employee, the employee may utilize up to one (1) working day of funeral leave.

**ARTICLE 22
VACATION LEAVE**

Section 1. A full time employee shall earn vacation leave in accordance with the provisions of Section 2 hereof and a part time employee shall earn vacation leave on a pro-rata basis in the same proportion that his regularly scheduled hours in a payroll period bears to the regularly scheduled hours of full time employees in the same work unit.

Section 2. 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. On an employee's first and last payrolls while employed, it shall be necessary for the employee to 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.

YEARS OF CONTINUOUS EMPLOYMENT	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 3. Vacation leave may be used by an employee who has completed ninety (90) days of service with the Employer.

Section 4. Requests for Vacation Leave of up to 3 days must be submitted to and approved by the employee's non-bargaining unit Supervisor at least 24 hours in advance, except in emergency situations (i.e. illness in the family, car problems, etc). Requests for vacation leave for over 3 days in duration must be submitted to and approved by the employee's non-bargaining unit Supervisor at least one week in advance. Requests for vacation during the period of November 15 through March 15 by employees normally involved in snow removal operations will be granted only conditional approval in advance, and the approval may be cancelled at any time that the Elected Official/Department Head determines that the employee is needed for snow removal. Section 10 does not apply under these conditions. Requests for vacation leave may be denied by the Employer only when several employees have requested vacation leave for the same period and the Employer determines that granting all the requests would unduly hinder the operation of the department. In such circumstances, vacation leave will be granted on the basis of first, seniority, and second, the date of the submittal of the request.

Section 5. No later than October 1 of each year the appropriate Elected Official/Department Head will post a notice of dates available for scheduling of vacation leave between October 15 and December 21 of that year. Requests for vacation leave during the time frame specified must be submitted no later than October 10 of each year, and shall be granted on the basis of seniority.

Section 6. The rate of vacation pay shall be the employee's normal rate of pay and charged at eight (8) or (10) hours whichever schedule was in effect on the employee's day of work immediately preceding the employee's vacation period.

Section 7. Employees who have completed their probationary period and are separated from the service of the Employer for any reason shall be entitled to payment for their accumulated but unused vacation leave at the time of their separation.

Section 8. Vacation leave in excess of thirty (30) days shall not be carried forward from one calendar year to the next calendar year.

Section 9. The term continuous employment as used herein means employment with Douglas County without a break or interruption. Provided, however, that absence on approved leave with or without pay; or lay-off for sixty (60) calendar days or less shall not constitute a break or interruption of employment within the meaning of this Section.

Section 10. Where an employee's vacation leave, scheduled pursuant to the provisions of Section 4, above, is cancelled by the Employer, such employee shall be paid (1 ½) times his regular rate of pay for the number of hours worked during the cancelled vacation period and such time shall not be charged against his accumulated vacation leave. The provisions of this section shall not apply where an employee cancels vacation leave which is to be rescheduled at a later date.

Section 11. Illness or injury occurring during an employee's vacation period shall not be paid under the sick leave provisions of this Agreement.

**ARTICLE 23
HOLIDAYS**

Section 1. The following days shall be recognized as paid holidays and uniformly observed on the dates established by the Employer:

- | | |
|-------------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday | Columbus Day |
| Presidents' Day | Veterans Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Day after Thanksgiving |
| | Christmas Day |

Floating Holiday*.....At the request of the employee and the approval of Elected Official/Department Head

*The floating holiday may be taken at any time during the calendar year upon request by the employee and approval of the elected official/department head. No employee will be unreasonably denied such request.

Holidays falling on Saturday shall be celebrated on Friday; those falling on Sunday shall be celebrated on Monday.

Section 2. Regular full time employees shall be eligible for holiday pay if they are on the active payroll on the date of the holiday and if they work or are on an approved absence their last scheduled workday before and first scheduled workday after the holiday.

Regular part time employees shall be eligible for holiday pay if they are scheduled to work on the holiday providing they are on the active payroll on the date of the holiday and if they work or are on an approved absence their last scheduled work day before and first scheduled work day after the holiday. The Employer shall not reschedule part time employees for the sole purpose of avoiding holiday pay.

Section 3. Eligible regular full time employees shall receive as holiday pay their normal daily rate of pay, at straight time. Eligible regular part time employees shall receive as holiday pay an amount equal to the number of hours for which they were scheduled on the holiday.

Section 4. When a holiday falls on a regular full time employee's day off, and no other day is celebrated for that holiday, such employee shall receive an additional amount of pay equal to his normal daily rate of pay.

Section 5. If an observed holiday falls during a regular full time employee's vacation period, such observed holiday shall not be charged against the employee's vacation leave.

Section 6. When a holiday falls within an employee's scheduled work-week, that holiday shall be considered as hours worked for the purposes of computing overtime pay for that employee.

Section 7. Regular full time employees required to work on the day in which any holiday listed in Section 1 is observed shall, in addition to holiday pay provided in Section 3 hereof, receive compensation at the rate of one and one-half (1 ½) times the actual number of hours worked.

Section 8. The Employer shall schedule holiday work in a manner which will assure fair and equitable distribution of holiday work among classifications of employees required to work on a holiday.

ARTICLE 24 UNION STEWARDS

Section 1. The Employer will recognize the Union stewards and their alternates, which have been designated in writing by the Union Business Representative.

Section 2. Union Stewards shall be allowed to conduct the following union activities on the Employer's premises during non-working time, or at such other times as authorized by the Employer: investigate and process grievances, collect Union dues, post printed matter on Union bulletin boards, and disseminate official Union communications. As used herein the term non-working time means the non-working time of the steward and any bargaining unit employee contacted.

ARTICLE 25 UNION ACTIVITIES

Section 1. Representatives of the Union, previously accredited to the Employer in writing by the Union, shall be permitted to come on County premises for the purposes of investigating and discussing grievances and to observe contract adherence if they first notify Elected Official/Department Head of the department being visited. In no event shall such visits be allowed to interfere with the scheduled work of the employees.

ARTICLE 26 BULLETIN BOARDS

Section 1. The Employer shall provide the Union with reasonable bulletin board space at locations calculated to reach bargaining unit employees.

Section 2. Any materials posted on the bulletin boards as provided in Section 1 shall not contain anything in violation of Federal or State law nor personal references to individuals.

Section 3. Union stewards and official representatives shall be entitled to post the material provided herein. Any material posted on the bulletin boards shall be identified as authenticated and authorized by an officer of the Union.

ARTICLE 27
MISCELLANEOUS PROVISIONS

Section 1. Reasonable first aid supplies shall be available to employees during working hours. If an employee is injured in a major accident during working hours, the employee will be taken to the nearest emergency medical facility.

Section 2. Employees of the Engineer's Office who are in the field, that is away from their main base of operation, will be permitted traveling time of five (5) minutes before the start of their meal period and five (5) minutes traveling time after the end of their meal period.

Section 3. The Employer will provide the full cost of 6" safety work shoes and the full cost of prescription safety glasses, if they are required for the work performed in the employee's classification.

Section 4. The Employer agrees to permit three (3) bargaining unit members to attend contract negotiations at such authorized times, without loss of pay, provided that the Employer's personnel officer or his designated representative is provided with a written certification as to the names of such three (3) members or their alternates. In no event shall more than three (3) employees be entitled to attend contract negotiations without loss of pay or utilization of annual leave.

Section 5. Shift Premium – A shift differential allowance of forty-two (42) cents an hour shall be paid to all employee's who work the majority of their regularly scheduled shift between the hours of 3:00 p.m. and 3:30 a.m.

Section 6. Longevity. Effective January 1, 2015, new members of this bargaining unit shall not earn longevity pay. All full-time employee members as of December 31, 2014, shall be entitled to Longevity Pay pursuant to the following schedule:

Years 6-9	\$389.55 per year
Years 10-12	\$648.90 per year
Years 13-14	\$719.25 per year
Years 15-19	\$990.15 per year
Over 20	\$1,356.60 per year

Longevity pay will be computed on an hourly basis and added to the employee's regular rate of pay beginning with the first pay period after the effective date of this contract. In determining entitlement to longevity pay, the employee's date of hire as a member of the 554-General bargaining unit shall constitute the anniversary date for the commencement of longevity pay. The first step shall be implemented upon completion of five continuous years of service.

Section 7. Tuition Reimbursement. The Employer shall reimburse all bargaining unit employees for tuition in the amount of 93% up to a maximum of \$750.00 per year, provided the following conditions are met:

The tuition has not been or cannot be reimbursed by another government agency or other private or public entity at no expense to the employee; and,

The employee has a grade of C or better in the course for which reimbursement is requested; and,

The courses taken or degree sought is related to better serve, enhance or strengthen the employee in their current position or positions maintained and staffed within their department and the employee received the approval of the Department Head/Elected Official prior to enrolling in the course for which reimbursement is sought.

No employee will be unreasonably denied approval.

Section 8. For employees scheduled to work a four (4) day, ten (10) hour a day work week: at the time of a Holiday, the pay will be for ten (10) hours and celebrated as follows:

Employees scheduled to work Monday through Thursday:

- Holidays falling on Friday or Saturday shall be celebrated on Thursday
- Holidays falling on Sunday or Monday shall be celebrated on Monday

Employees scheduled to work Tuesday through Friday

- Holidays falling on Fridays or Saturdays shall be celebrated on Friday
- Holidays falling on Sundays or Mondays shall be celebrated on Tuesday

Section 9. Employees who are required to have a commercial drivers license will be provided a reasonable amount of paid time to take the necessary examinations for such a license. Additionally, employees will be allowed to use County equipment, as approved by the employee's supervisor, to undertake such an examination.

ARTICLE 28 SAVINGS CLAUSE

Section 1. 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 Article, Section or portion thereof.

ARTICLE 29 DRUG TESTING PROGRAM MANAGEMENT GUIDELINES IN ADMINISTERING POLICY

The County of Douglas (County) has a vital interest in maintaining safe and efficient working conditions for its employees. Being impaired as a result of the use of drugs may pose serious safety and health risks not only to the user but to all employees who work with the user. The possession, use or sale, or manufacture of an illegal drug in the workplace poses unacceptable risks for safe and efficient operations.

The County recognizes that its own health and future are dependent upon the physical and mental health of its employees. Accordingly, it is the County's right, obligation and intent to maintain a safe and efficient working environment for all of its employees and to protect County property, equipment and operations.

All drug and illicit substance testing of employees shall be conducted pursuant to the Douglas County Drug Testing Policy, as set out in Article 25 of the Douglas County Civil Service Commission Policy Manual

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.

**ARTICLE 30
INSURANCE AND PENSION**

Section 1. Central States Health and Welfare Fund.

Douglas County shall contribute to the Central States, Southeast and Southwest Areas Health and Welfare Fund for each employee performing work covered under this agreement who has been on the payroll for 30 calendar days. The premium cost(s)/rate(s) to be paid to Central States for the health insurance coverage it will provide to the employees will be submitted by or on behalf of the Union to the County Human Resources Department by December 1 of each year preceding the year that a new rate(s) will go into effect.

The County shall contribute 93% of the total cost for Member coverage and the employee shall contribute the remaining 7%. The County shall contribute 85% of the total cost for Member + 1 Child, Member + Spouse, and Family coverage and the employee shall contribute the remaining 15%.

The County agrees to bear the responsibility for the full contribution regardless of whether the County can collect co-pays from the employees.

The Trust Agreement of the Central States, Southeast and Southwest Areas Health & Welfare Fund is incorporated by reference into this agreement and the Employer agrees to be bound by that agreement.

Section 2. Both parties agree that they are obligated to participate in the Central States Health and Welfare Trust Fund for calendar years 2017, 2018, 2019 and 2020.

Starting with calendar year 2021, both parties reserve the right to unilaterally withdraw from the Central States Plan. If either party wants to exercise that right, they must notify the other party of its intent to withdraw from the plan by September 1st of the year prior to the year in which they will no longer be participating in the plan. For example, if either party chooses to no longer participate in the plan starting in calendar year 2021, it must notify the other party in writing to that effect no later than September 1, 2020.

The parties must provide Central States thirty (30) days notice prior to any potential withdrawal from the Health & Welfare Fund.

Section 3. Pension benefits will be provided pursuant to the current Douglas County Retirement Plan and any future plan modifications will be made as deemed necessary by the Douglas County Board of Commissioners. The following pension benefit terms apply to bargaining unit employees hired on or after January 1, 2015:

- 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 31
WAGES, TOOL ALLOWANCE AND UNIFORMS**

Section 1. Wage Rates

For the 2017 calendar year, employees will receive a one-time 2% payment based on the previous 2016/2017 'base wage' scale shown below. In order to be eligible for this one-time payment, the individual must be a current employee as of the signing of this Agreement and must have been employed on December 31, 2017. The payment will be calculated based on each individual's 'base wage' rate on December 31, 2017. This 'base wage' amount will only include his/her regular pay and any utilized sick leave, vacation leave, funeral leave, jury leave, holiday leave, and/or FMLA leave amounts, however, will not include any overtime hours, shift differential, weekend differential, on-call pay or any other supplemental monetary amount that the individual earned during calendar year 2017.

For 2017, the following hourly rate pay scale reflects a 0% increase to the previous pay scale (2016) for all job titles:

Code	Title	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
060	Foreman	23.24	23.78	24.34	24.94	25.50	26.11	26.64	27.28
413	CAD Drafter	18.45	19.37	20.26	21.16	22.06	22.98	23.85	24.81
414	Detailer	19.53	20.64	21.73	22.79	23.93	25.00	26.07	27.18
681	Inventory Control Clerk	17.64	18.34	18.99	19.60	20.33	20.97	21.63	22.36
810	Survey Technician	19.53	20.64	21.73	22.79	23.93	25.00	26.07	27.18
811	Laborer	18.03	18.50	18.98	19.44	19.90	20.36	20.84	21.29
812	Construction Technician	21.70	22.54	23.35	24.16	24.99	25.84	26.64	27.42
813	Rod Technician	17.76	18.53	19.38	20.16	20.96	21.77	22.58	23.41
814	Instrument Technician	19.83	20.79	21.70	22.64	23.62	24.60	25.56	26.51
816	Automotive Equip. Op. I	18.45	18.99	19.53	20.06	20.64	21.18	21.70	22.24
817	Automotive Equip. Op. II	19.52	20.06	20.65	21.19	21.81	22.36	22.93	23.50
818	Automotive Equip. Op. III	21.18	21.90	22.56	23.23	23.89	24.60	25.26	25.95
823	Sign Technician	21.93	22.34	22.71	23.13	23.51	23.94	24.32	24.76
826	Small Engine Technician	18.74	19.58	20.46	21.34	22.22	23.09	23.95	24.84
828	Traffic Service Technician	21.93	22.34	22.71	23.13	23.51	23.94	24.32	24.76
851	Equipment Mechanic I	17.20	17.83	18.44	19.07	19.73	20.31	20.93	21.55
852	Equipment Mechanic II	21.03	21.74	22.43	23.16	23.85	24.58	25.26	25.95
853	Equipment Mechanic III	22.13	22.97	23.77	24.60	25.37	26.27	27.10	27.89

Code	Title	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
477	Landscape Maintenance Tech	17.11	17.90	18.66	19.45	20.21	21.01	21.78	22.57	23.35	24.10

For 2018, the following hourly rate pay scale reflects a 2.5% increase to the previous pay scale (2017) for all job titles:

Code	Title	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
060	Foreman	23.82	24.37	24.95	25.56	26.14	26.76	27.31	27.96
413	CAD Drafter	18.91	19.85	20.77	21.69	22.61	23.55	24.45	25.43
414	Detailer	20.02	21.16	22.27	23.36	24.53	25.63	26.72	27.86
681	Inventory Control Clerk	18.08	18.80	19.46	20.09	20.84	21.49	22.17	22.92
810	Survey Technician	20.02	21.16	22.27	23.36	24.53	25.63	26.72	27.86
811	Laborer	18.48	18.96	19.45	19.93	20.40	20.87	21.36	21.82
812	Construction Technician	22.24	23.10	23.93	24.76	25.61	26.49	27.31	28.11
813	Rod Technician	18.20	18.99	19.86	20.66	21.48	22.31	23.14	24.00
814	Instrument Technician	20.33	21.31	22.24	23.21	24.21	25.22	26.20	27.17
816	Automotive Equip. Op. I	18.91	19.46	20.02	20.56	21.16	21.71	22.24	22.80
817	Automotive Equip. Op. II	20.01	20.56	21.17	21.72	22.36	22.92	23.50	24.09
818	Automotive Equip. Op. III	21.71	22.45	23.12	23.81	24.49	25.22	25.89	26.60
823	Sign Technician	22.48	22.90	23.28	23.71	24.10	24.54	24.93	25.38
826	Small Engine Technician	19.21	20.07	20.97	21.87	22.78	23.67	24.55	25.46
828	Traffic Service Technician	22.48	22.90	23.28	23.71	24.10	24.54	24.93	25.38
851	Equipment Mechanic I	17.63	18.28	18.90	19.55	20.22	20.82	21.45	22.09
852	Equipment Mechanic II	21.56	22.28	22.99	23.74	24.45	25.19	25.89	26.60
853	Equipment Mechanic III	22.68	23.54	24.36	25.22	26.00	26.93	27.78	28.59

Code	Title	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
477	Landscape Maintenance Tech	17.54	18.35	19.13	19.94	20.72	21.54	22.32	23.13	23.93	24.70

For 2019, the following hourly rate pay scale reflects a 2.5% increase to the previous pay scale (2018) for all job titles:

Code	Title	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
060	Foreman	24.42	24.98	25.57	26.20	26.79	27.43	27.99	28.66
413	CAD Drafter	19.38	20.35	21.29	22.23	23.18	24.14	25.06	26.07
414	Detailer	20.52	21.68	22.83	23.94	25.14	26.27	27.39	28.56
681	Inventory Control Clerk	18.53	19.27	19.95	20.59	21.36	22.03	22.73	23.49
810	Survey Technician	20.52	21.68	22.83	23.94	25.14	26.27	27.39	28.56
811	Laborer	18.94	19.44	19.94	20.42	20.91	21.39	21.90	22.37
812	Construction Technician	22.80	23.68	24.53	25.38	26.26	27.15	27.99	28.81
813	Rod Technician	18.66	19.47	20.36	21.18	22.02	22.87	23.72	24.60
814	Instrument Technician	20.83	21.84	22.80	23.79	24.82	25.85	26.85	27.85
816	Automotive Equip. Op. I	19.38	19.95	20.52	21.08	21.68	22.25	22.80	23.37
817	Automotive Equip. Op. II	20.51	21.08	21.70	22.26	22.91	23.49	24.09	24.69
818	Automotive Equip. Op. III	22.25	23.01	23.70	24.41	25.10	25.85	26.54	27.26
823	Sign Technician	23.04	23.47	23.86	24.30	24.70	25.15	25.55	26.01
826	Small Engine Technician	19.69	20.57	21.50	22.42	23.34	24.26	25.16	26.10
828	Traffic Service Technician	23.04	23.47	23.86	24.30	24.70	25.15	25.55	26.01
851	Equipment Mechanic I	18.07	18.73	19.37	20.04	20.73	21.34	21.99	22.64
852	Equipment Mechanic II	22.09	22.84	23.57	24.33	25.06	25.82	26.54	27.26
853	Equipment Mechanic III	23.25	24.13	24.97	25.85	26.65	27.60	28.47	29.30

Code	Title	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
477	Landscape Maintenance Tech	17.98	18.81	19.60	20.43	21.23	22.07	22.88	23.71	24.53	25.32

For 2020, the following hourly rate pay scale reflects a 2.5% increase to the previous pay scale (2019) for all job titles:

Code	Title	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
060	Foreman	25.03	25.61	26.21	26.86	27.46	28.12	28.69	29.38
413	CAD Drafter	19.87	20.86	21.82	22.79	23.76	24.75	25.68	26.72
414	Detailer	21.03	22.23	23.40	24.54	25.77	26.92	28.07	29.27
681	Inventory Control Clerk	19.00	19.75	20.45	21.11	21.89	22.58	23.29	24.08
810	Survey Technician	21.03	22.23	23.40	24.54	25.77	26.92	28.07	29.27
811	Laborer	19.42	19.92	20.44	20.93	21.43	21.93	22.44	22.93
812	Construction Technician	23.37	24.27	25.15	26.02	26.91	27.83	28.69	29.53
813	Rod Technician	19.13	19.95	20.87	21.71	22.57	23.44	24.32	25.21
814	Instrument Technician	21.35	22.39	23.37	24.38	25.44	26.49	27.53	28.55
816	Automotive Equip. Op. I	19.87	20.45	21.03	21.60	22.23	22.81	23.37	23.95
817	Automotive Equip. Op. II	21.02	21.60	22.24	22.82	23.49	24.08	24.69	25.31
818	Automotive Equip. Op. III	22.81	23.58	24.29	25.02	25.73	26.49	27.20	27.95
823	Sign Technician	23.62	24.06	24.46	24.91	25.32	25.78	26.19	26.66
826	Small Engine Technician	20.18	21.09	22.03	22.98	23.93	24.87	25.79	26.75
828	Traffic Service Technician	23.62	24.06	24.46	24.91	25.32	25.78	26.19	26.66
851	Equipment Mechanic I	18.52	19.20	19.86	20.54	21.25	21.87	22.54	23.21
852	Equipment Mechanic II	22.65	23.41	24.15	24.94	25.68	26.47	27.20	27.95
853	Equipment Mechanic III	23.83	24.74	25.60	26.49	27.32	28.29	29.18	30.03

Code	Title	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
477	Landscape Maintenance Tech	18.43	19.28	20.09	20.95	21.76	22.63	23.45	24.31	25.15	25.95

Section 2. Tool Allowance. Equipment Mechanics I, II and III, within the Douglas County Purchasing (Garage) Department, shall be paid a quarterly tool allowance in the amount of \$75.00 (\$300.00 annually) starting January 1, 2015. Newly hired employees will not be eligible for the tool allowance until they complete their probationary period.

Section 3. Uniforms. Equipment Mechanics I, II and III, within the Douglas County Purchasing (Garage) Department, shall be provided with thirteen (13) shirts, thirteen (13) slacks and two (2) jackets, and two (2) insulated coveralls during the winter season. Coveralls will be laundered by the County when required as determined by the Purchasing Director or designee.

**ARTICLE 32
DURATION OF AGREEMENT**

Section 1. This Agreement between the International Brotherhood of Teamsters, General Drivers and Helpers Union Local #554, the Douglas County Engineer and Douglas County, commences January 1, 2017, and terminates December 31, 2020. This contract may not be reopened or modified without prior mutual written consent of the parties. Negotiations for the next contract period will begin no later than September 1, 2020.

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
GENERAL DRIVERS & HELPERS UNION, LOCAL #554:

 DATE: 12-21-18

Kenneth P. Ostrowski

Vice-President 554

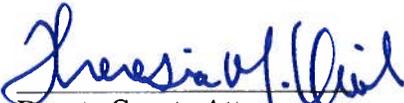
DOUGLAS COUNTY ENGINEER:



DOUGLAS COUNTY, NEBRASKA:


Board Chair

APPROVED AS TO FORM:


Deputy County Attorney

COUNTY OF DOUGLAS - OFFICIAL RECORD

**APPENDIX A
EXCLUSIONS FROM BARGAINING UNIT**

Administrative Assistant (Environmental Services)
Administrative Assistant (Engineer)
Asst Dir Envir Serv (Environmental Services)
Audit Accountant (Environmental Services)
Building Inspector (Environmental Services)
Chief Deputy (Engineer)
Clerk Weighmaster (Engineer)
Communication and Equipment Coordinator (Engineer)
Construction & Maintenance Manager (Engineer)
County Engineer (Engineer)
Design Engineer (Engineer)
Director Of Env Serv (Environmental Services)
District Supervisor (Engineer)
Environmental Compliance Mgr (Environmental Services)
Geographic Information Specialist (Engineer)
Landfill Maintenance Assistant (Environmental Services)
Landfill Maintenance Specialist (Environmental Services)
Landscape Maintenance Supervisor (Environmental Services)
Manager Engineer (Engineer)
Party Chief (Engineer)
Permits/Right-Of-Way Coordinator (Engineer)
Planning & Zoning Coordinator (Environmental Services)
Purchasing Agent (Purchasing-Garage)
Road and Traffic Assets Specialist (Engineer)
Superintendent, Road Maintenance & Traffic (Engineer)
Superintendent, Landfill (Environmental Services)
Supervisor, Technician (Engineer)
Surveyor (Engineer)
Weed Superintendent (Environmental Services)

All non-permanent positions funded by Federal and/or State funds.