

Resolution No: 189
ADOPTED: March 26, 2019

BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, NEBRASKA

RESOLVED

WHEREAS, Douglas County has a labor contract with the American Federation of State, County and Municipal Employees (AFSCME) Local # 251, representing covered employees at the Douglas County Youth Center; and,

WHEREAS, that contract expired on December 31, 2018, and the parties have successfully negotiated a new three-year contract, effective January 1, 2019, through December 31, 2021.

NOW THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS, DOUGLAS COUNTY, NEBRASKA, that the attached labor contract with the American Federation of State, County and Municipal Employees Local # 251, is hereby approved and adopted, and the Chair of this Board is authorized to execute said contract on behalf of Douglas County.

DATED this 26th day of March, 2019

Motion by Boyle, second by Duda to approve. I move the adoption of the resolution.
Adopted: March 26, 2019
Yeas: Borgeson, Boyle, Cavanaugh, Duda, Kraft, Morgan, Rodgers

(CERTIFIED COPY)



Daniel A. Esch
Douglas County Clerk

Resolution No: 189
ADOPTED: March 26, 2019

COLLECTIVE BARGAINING AGREEMENT

**AFSCME LOCAL #251 REPRESENTING
DOUGLAS COUNTY YOUTH CENTER EMPLOYEES**

AND

DOUGLAS COUNTY, NEBRASKA

January 1, 2019 – December 31, 2021

COUNTY OF DOUGLAS - OFFICIAL RECORD

INDEX

| | | |
|------------|----------------------------------|---------|
| | PREAMBLE | Page 4 |
| ARTICLE 1 | UNION RECOGNITION | Page 4 |
| ARTICLE 2 | CHECK-OFF | Page 5 |
| ARTICLE 3 | LABOR-MANAGEMENT COMMITTEE | Page 5 |
| ARTICLE 4 | MANAGEMENT RIGHTS | Page 6 |
| ARTICLE 5 | NO STRIKES AND LOCKOUTS | Page 6 |
| ARTICLE 6 | HOURS OF WORK | Page 6 |
| ARTICLE 7 | WORK BREAK AND MEAL PERIOD | Page 8 |
| ARTICLE 8 | OVERTIME | Page 9 |
| ARTICLE 9 | MINIMUM TIME PAY ALLOWANCES | Page 10 |
| ARTICLE 10 | SENIORITY | Page 10 |
| ARTICLE 11 | SENIORITY AND STATUS CHANGES | Page 11 |
| ARTICLE 12 | HOLIDAYS | Page 11 |
| ARTICLE 13 | VACATION LEAVE | Page 12 |
| ARTICLE 14 | SICK LEAVE | Page 14 |
| ARTICLE 15 | OTHER PAID LEAVES | Page 16 |
| ARTICLE 16 | UNPAID LEAVES OF ABSENCE | Page 17 |
| ARTICLE 17 | UNPAID MEDICAL LEAVES OF ABSENCE | Page 18 |
| ARTICLE 18 | PROBATIONARY & TRIAL PERIODS | Page 18 |
| ARTICLE 19 | PROMOTIONS | Page 19 |
| ARTICLE 20 | DETAIL ASSIGNMENTS | Page 19 |
| ARTICLE 21 | PERSONNEL RECORDS | Page 20 |
| ARTICLE 22 | WORK RULES | Page 20 |
| ARTICLE 23 | DISCIPLINE | Page 20 |
| ARTICLE 24 | GRIEVANCE PROCEDURE | Page 21 |
| ARTICLE 25 | UNION STEWARDS | Page 22 |

| | | |
|--------------|---|---------|
| ARTICLE 26 | UNION ACTIVITIES | Page 22 |
| ARTICLE 27 | LAYOFF AND RECALL | Page 23 |
| ARTICLE 28 | IN-SERVICE TRAINING | Page 24 |
| ARTICLE 29 | BULLETIN BOARDS | Page 24 |
| ARTICLE 30 | NON-DISCRIMINATION | Page 25 |
| ARTICLE 31 | CONTRACTING & SUBCONTRACTING | Page 25 |
| ARTICLE 32 | MISCELLANEOUS PROVISIONS | Page 25 |
| ARTICLE 33 | DRUG TESTING | Page 26 |
| ARTICLE 34 | INSURANCE AND PENSION PROGRAMS | Page 27 |
| ARTICLE 35 | WAGES, SHIFT DIFFERENTIAL, LONGEVITY AND ON-CALL PAY | Page 28 |
| ARTICLE 36 | SAVINGS CLAUSE | Page 32 |
| ARTICLE 37 | DURATION OF AGREEMENT | Page 32 |
| APPENDIX "A" | AUTHORIZATION OF PAYROLL DEDUCTIONS | Page 33 |
| APPENDIX "B" | AUTHORIZATION TO REVOKE PAYROLL DEDUCTIONS | Page 34 |

PREAMBLE

This Agreement entered into by Douglas County, Nebraska, hereinafter referred to as the Employer, and Local #251 of the American Federation of State, County and Municipal Employees, AFL-CIO, 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 and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

Unless otherwise specifically stated in this Agreement, all changes from the prior Agreement between the parties shall be effective upon the signing of this Agreement by both parties.

ARTICLE 1 - RECOGNITION

Section 1. The employer recognizes the union as the sole and exclusive collective bargaining representative for the purpose of establishing wages, hours and other conditions of employment for full time and part time employees who are employed in the departments and the classifications specified in *Article 35 - Wages*, but specifically excludes from such recognition all employees referred to as temporary (to include the term seasonal employees), supervisory and confidential employees.

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, other than the recognized Union, which seek to represent employees or engage in collective bargaining.

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, or to adjust their grievances, or effectively to 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/her duties works with, has access to or possesses information relating to the employer's labor relations matters.

Section 5. Any new classification established or a substantial change in the duties of an existing classification subsequent to the employer's recognition of the union, which does not provide for responsibilities or duties of a supervisory or confidential nature as defined in Sections 3 and 4 above, or which is not comparable to classifications excluded in Section 1 of this Article, in terms of educational requirements, abilities, knowledge, skill, responsibilities or duties, shall be accredited to the bargaining unit. The employer will notify the union upon the establishment of any classification or the substantial change in duties of an existing classification, together with specifying bargaining unit or non-bargaining unit placement.

Section 6. "Part time employees" are herein defined as those employees who are assigned to established jobs that are less than 40 hours per week. 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 7. "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 in a twelve (12) month period, or hired to fill a position temporarily vacated by an employee on approved leave of absence. The beginning of the twelve (12) month period shall coincide with the date an employee is hired as a temporary or seasonal employee. The employer shall not use a combination of temporary or seasonal employees to fill a position for which there is scheduled work beyond a 12 month period. An employee's temporary status may be extended upon written agreement of the Union and the County.

ARTICLE 2 - CHECK-OFF

Section 1. The employer shall, in accordance with the provisions of this Article, deduct certified regular monthly union dues from the pay of each employee; provided that at the time of such deduction the employer has in its possession an unrevoked written authorization, executed by the employee, in the form attached hereto, marked as *Appendix B*.

Section 2. Such written authorization may be canceled or revoked by the employee by written notification thereof to the union and employer on the form prescribed in *Appendix B*.

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

Section 4. The employer shall remit to the Treasurer of the Union, within ten (10) days from the pay date of such payroll deductions, the amounts thereof showing the names of employees.

Section 5. The union agrees to indemnify and hold the employer harmless against the employees as a result of any action taken or not taken by the employer under the provisions of this Article.

Section 6. Notwithstanding the terminology of any written, unrevoked authorization executed by an employee prior to the date of this agreement and in the possession of the employer, it shall be effective and revocable in accordance with the terms of this Article.

Section 7. The employer shall check-off only 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 union's responsibility to collect these dues from the employee. If the employer deducts dues 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 8. The union shall provide the employer thirty (30) days written notice of any certified change in the amount of monthly union dues.

ARTICLE 3 - LABOR-MANAGEMENT COMMITTEE

Section 1. There is hereby established a special joint committee for the purpose of discussing common problems including, but not limited to, dress code, job classifications, work loads, safety and salary discrepancies. The union and the employer may designate three (3) representatives to serve on the committee; one representative from the Union, one representative from Management and a representative mutually agreed to by both parties.

Section 2. The committee shall meet at least once quarterly and at such other times as are mutually agreed to. Any policy or practice agreed upon shall be implemented by a formal letter of understanding, provided it does not conflict with the terms of this agreement.

ARTICLE 4 - 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 to establish work rules, regulations and other terms and conditions of employment not inconsistent with the specific terms of this Agreement.

ARTICLE 5 - NO STRIKES AND LOCKOUTS

Section 1. It is understood that 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. Upon notification in writing of an alleged strike or concerted work stoppage, the union will advise the employee of this provision of the contract and the appropriate provisions of Nebraska law. Such notification shall not constitute an admission that a strike or concerted work stoppage is in progress or that any particular employee has violated these provisions. The union may provide legal representation for the employees.

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

Section 4. The union will not be in breach of contract where the acts or actions herein before enumerated are not caused or sanctioned by the union.

ARTICLE 6 - HOURS OF WORK

Section 1. JDS, JDT and Booking Officer:

The regular workday shall consist of eight (8) consecutive hours with a designated starting and quitting time. The workweek shall consist of five (5) consecutive workdays. "A" shift shall be 11:00 p.m. to 7:00 a.m., "B" shift shall be 7:00 a.m. to 3:00 p.m., and "C" shift shall be 3:00 p.m. to 11:00 p.m. This schedule may be adjusted if mutually agreed to by both Union and Management. There shall be no split shifts.

Eight (8) hours a day and forty (40) hours within the payroll workweek shall constitute the normal workweek for full time JDS, JDT and Booking Officer employees unless otherwise agreed to in writing and signed by both Management and the Union.

Section 1A. Community Program Specialists:

The regular workday shall consist of eight and one-half (8 ½) hours with a regular starting and quitting time. The workweek shall consist of five (5) days within the payroll workweek.

Section 1B. Administrative Clerk and Custodian:

The regular workday shall consist of eight and one-half (8 ½) hours per day with a regular starting and quitting time. The work week shall consist of five (5) consecutive workdays, Monday through Friday.

Section 1C. Registered Nurses:

Registered nurses will be scheduled for four (4), eight and one-half (8 ½) and twelve (12) hours per day with a regular starting and quitting time.

Section 2. "Payroll work-week" is defined as a period of seven (7) consecutive days commencing with 12:00 a.m. on Sunday and continuing through 11:59 p.m. on the subsequent Saturday.

Section 3. An employee's work shift within any twenty-four (24) hour period shall constitute the regular workday. Any scheduled work shift that begins before and ends after midnight shall be considered as worked on the day on which it began.

Section 3A. All Youth Center employees will be paid every other Friday. There will be two pay periods during the year where there will be no miscellaneous deductions from the checks (United Way, Medical Insurance, Life Insurance, Credit Union,) but there will be the normal pay related deductions (FICA, Federal & State tax withholdings.)

Section 4. The term "continuous operations" as used in this agreement means an operation for which employment is regularly scheduled twenty-four (24) hours a day and seven (7) days a week.

Section 5. An employee's workday and workweek shall be posted in the department that he/she is assigned. Notwithstanding the provisions of Section 2, an employee's designated starting time may be varied up to one-half (1/2) hour per day, consistent with the previous number of hours scheduled per day.

Section 6. It is further provided, notwithstanding the provisions of Section 2, that an employee's hours of work may be changed upon one (1) week's notice if such change is calculated to reasonably be in the best interest of the County.

Section 7. Nothing herein shall be construed or interpreted to prohibit or limit the right of the employer to change an employee's workday and/or workweek in the case of an emergency. An emergency is defined as an unexpected, unforeseen or unanticipated event that requires immediate action.

Section 8. For JDS, JDT and Booking Officer employees only:

In order to obtain a position on another shift, an employee may exercise his/her classification seniority, if it has first been determined that a permanent shift opening exists in his/her classification. However, after the employee has received a temporary shift transfer, and the Superintendent finds that said transfer is not in the best interest of the employee or the Employer, the Superintendent can transfer the employee back to the shift to which he/she was previously scheduled. A maximum of two employees shall be permitted to transfer as a result of one (the initial) vacancy, based on classification seniority (not county-wide seniority), excluding a position that may require a specific gender for appropriate staffing.

Section 9.

1. All shift bidding will be controlled by seniority within classification except where Nebraska State Law and Nebraska Jail Standards dictate the staffing of female Youth Detention Specialists.

2. Bidding - January of each year – The following applies only to JDS, JDT and Booking Officer positions:

During the first seven working days of January, the Youth Center Administration will contact each employee, beginning with the most senior employee in that classification, to allow the employee to select a shift and days off. The new shifts will be posted two working days after all employees have bid a shift and days off. The new shifts shall take effect the second Sunday after the shifts have been posted.

Section 9A. For the Youth Center Nurses only:

The nursing staff who are covered by this Agreement shall bid days or evening shifts by seniority. The nursing staff will rotate working one weekend each, based on the number of nursing staff.

(Example: DCYC currently has a nursing staff of four and each nurse will work every 4th weekend. If DCYC were to hire more staff, the rotation would be adjusted to the number of staff hired. Example nursing staff consists of 6 employees the rotation would be every 6th weekend.)

Section 10. Sections 1 through 9A of this Article apply only to full time employees. Part time employees will be scheduled for work according to the needs of the Youth Center.

Section 11. This Article shall not be construed as a guarantee of hours of work.

ARTICLE 7 - WORK BREAK AND MEAL PERIOD

Section 1. Employees will be granted a fifteen (15) minute rest period during the approximate middle of each one-half (1/2) shift; provided, however, that the scheduling of rest periods shall be consistent with meeting the needs of the public.

Section 2. An employee required to work beyond his/her scheduled quitting time shall be entitled to a fifteen (15) minute rest period after having actually worked one (1) hour beyond such time; provided, however, that such employee is required to work after the conclusion of the rest period. Consistent with the provisions of this Article, a like break period shall be granted not more frequently than two (2) hour intervals after the paid meal period.

Section 3. The parties hereto recognize that, within the bargaining unit, JDS, JDT and Booking Officer employees receive thirty (30) minute paid meal periods, and such meal periods shall be considered time worked. The employees may be called to duty during their meal period. It is the intention of the parties that the current practices remain in effect. Whenever practical, such meal periods shall be scheduled at the approximate middle of the shift.

Bargaining unit employees who work regularly scheduled eight and one-half (8 ½) hour or twelve (12) hour shifts shall receive a one-half (1/2) hour unpaid meal period. Employees, with the approval of the Superintendent or his/her designee, may combine their two paid fifteen (15) minutes rest periods provided for in Section 1 with their ½ hour unpaid meal period to take a one hour meal period.

Section 4. An employee required to work beyond his/her scheduled quitting time shall be entitled to a one-half (1/2) hour meal period with pay if he/she has actually worked three (3) hours beyond his/her

scheduled quitting time; provided, however, that such employee is required to work after the conclusion of the meal period.

Section 5. The provisions of Sections 1 through 4 hereof shall not apply to part time or continuous operation employees.

Section 6. Part time employees working a minimum of three (3) hours on a regularly scheduled work shift shall receive a fifteen (15) minute rest period during the approximate middle of the shift, the scheduling of which shall be consistent with meeting the needs of the public.

Section 7. 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 provided in Section 6, be granted a paid meal period consistent with practices in effect at the time of the execution of this Agreement.

ARTICLE 8 - 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. For JDS, JDT, Booking Officer, Custodian, Community Program Specialist and Administrative Clerk positions, work performed by employees in excess of eight (8) hours in any workday shall be compensated at the rate of one and one-half (1 ½) times the regular rate of pay for the number of hours of overtime worked. Work performed by employees in excess of forty (40) hours in any workweek shall be compensated at the rate of one and one-half (1 ½) times the regular rate of pay for the number of hours of overtime worked.

For Registered Nurse positions, work performed by employees in excess of forty (40) hours in any workweek shall be compensated at the rate of one and one-half (1 ½) times the regular rate of pay for the number of hours of overtime worked.

Section 3. The following will be constituted as hours worked: Holidays, Jury Duty and Vacation Leave. The following will not be constituted as hours worked: Sick Leave, Funeral Leave and Compensatory Time off.

Section 4. The employer shall distribute overtime work on a fair and equitable basis. The employer shall maintain records of overtime worked, which shall be made available to the union for inspection.

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

Section 6. Youth Center employees may accrue compensatory time instead of overtime pay up to a total of eighty (80) hours of compensatory time. An employee who has accrued compensatory time may request the use of such compensatory time and shall be permitted by the employer to use such time within a reasonable period after making such requests if the use of such compensatory time does not unduly disrupt the operations of the employer.

Section 7. There shall be no pyramiding or compounding of hours for the purpose of overtime pay.

Section 8. Management and the Union may mutually agree to the establishment of a different workday and/or workweek and the basis of overtime payment relating thereto.

Section 9. Nursing employees are issued their work schedules in advance. These schedules may contain days when employees work fewer than eight hours and days when employees work more than eight hours. All schedules add up to a forty-hour workweek. It is understood that when employees are scheduled for more than eight hours in a day, they shall not receive overtime pay for such "scheduled hours." However, if unforeseen circumstances require the employee to work hours in addition to their schedule on any given day, he/she shall be compensated for those hours pursuant to the "overtime" provisions of this contract.

ARTICLE 9 - MINIMUM TIME PAY ALLOWANCES

Section 1. Where a full time employee reports for scheduled work and there is no work available, he/she shall be compensated for four (4) 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 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), whichever is greater.

Section 3. Where a full time employee is required to be on-call, he/she shall be compensated three (3) hours straight time pay for each weekday twenty-four (24) hour on-call period or five (5) hours straight time pay for each Saturday, Sunday or holiday twenty-four (24) hour on call period. An employee who is on call and is called to work shall receive the appropriate rate of pay for actual time worked in addition to the on-call pay.

ARTICLE 10 - SENIORITY

Section 1. "Classification seniority" is herein defined as an employee's continuous service within job classifications (defined as employee's job title) without a break or interruption except as provided in Section 3 and 4 of this Article. Classification seniority shall be earned separately for part time and full time employees within classification. Temporary employees shall not accumulate seniority.

Section 2. "County-wide seniority" is herein defined as an employee's continuous service with Douglas County without a break or interruption except as provided in Sections 3 and 4 of this Article.

Section 3. 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 less than thirty (30) calendar days.
- 2) Absence due to injury or illness covered by the Nebraska Workers' Compensation Law and Family Medical Leave Act.
- 3) Military leave in accordance with applicable Federal and State law.
- 4) Detail Assignments pursuant to Section 1 of *Article 20* (Detail Assignments).

Section 4. Employees shall not accumulate seniority during periods of unpaid leaves of absence or layoff of thirty (30) calendar days or more. Upon the employee's return from an unpaid leave of absence or

layoff of thirty (30) calendar days or more, such employee shall receive credit for service prior to such leave or layoff.

Section 5. New employees shall be added to both the Countywide and Classification seniority lists as of the date of their employment.

Section 6. Seniority lists covering bargaining unit employees shall be posted in a conspicuous place on or around September 1st, and such seniority lists shall be brought up to date annually thereafter. If an employee notes an error in the seniority lists, such error must be called to the attention of management within thirty (30) days of posting. In the event there is no objection by the employee within the thirty (30) day period, his/her seniority as posted shall stand. Employees on paid leave for the entire thirty (30) days posting period shall have seven (7) days after returning from said paid leave in which to object to the posted seniority list.

Section 7. Seniority shall not in any manner affect or change the current practices and policies relative to retirement, disability and insurance benefits and plans unless otherwise modified by this Agreement.

ARTICLE 11 - SENIORITY AND STATUS CHANGES

Section 1. When a temporary employee is hired full-time, the classification seniority date begins with the date of their full-time employment.

Section 2. An employee's employment status as of the effective date of this Agreement shall control for purposes of determining classification seniority.

ARTICLE 12 - HOLIDAYS

Section 1. The following days shall be recognized as paid holidays.

| | |
|-------------------------------|------------------------|
| 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 (1) | |

The first vacation day taken each calendar year by an employee will be marked as his/her floating holiday and will not count against the employee's vacation leave accrual.

For JDS, JDT, Booking Officer, Registered Nurse and Community Program Specialist positions, holidays shall be observed on the days on which they fall.

For the Custodian and Administrative Clerk positions, if the holiday falls on a Saturday, it shall be observed on the previous Friday and if the holiday falls on a Sunday, it shall be observed on the following Monday.

Section 2. 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.

Section 2A. Part time employees shall be eligible for holiday pay if they are scheduled to work on the holiday, provided that 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 re-schedule part time employees for the sole purpose of avoiding holiday pay.

Section 3. Eligible full time employees shall receive as holiday pay their normal daily rate of pay at straight time, not to exceed a total of eight (8) hours for any one (1) holiday. Eligible part time employees shall receive as holiday pay an amount equal to the number of hours for which they were scheduled on the holiday, not to exceed a total of eight (8) hours for any one holiday.

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

Section 5. 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 6. Holidays will be defined as time worked for purposes of computing overtime pay, when they fall within the employee's regularly scheduled workweek.

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, not to exceed eight (8) hours. Work performed in excess of eight (8) hours per day on a holiday will be paid in accordance with the provisions of *Article 8, Overtime*.

Section 8. Holiday work shall be scheduled by the employer in a manner that will assure fair and equitable distribution of holiday work among classifications of employees required to work on a holiday.

ARTICLE 13 - VACATION LEAVE

Section 1. Full time employees shall earn vacation leave each payroll period where the employee has worked or been on paid leave fifty (50%) or more of his/her regularly scheduled hours for such payroll period at a rate equivalent to the schedule shown below.

| 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 |

Part time employee shall earn vacation 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 hours of full time employees in the same work unit.

Section 2. Vacation leave may be used by an employee who has satisfactorily completed his/her probationary period, in accordance with the provisions of this Article.

The following Sections 3, 4 and 5 apply only to the JDS, JDT and Booking Officer positions.

Registered Nurses, Community Program Specialists, Administrative Clerk and Custodian follow the vacation provisions stated in the Douglas County Youth Center Vacation Request Policy.

Section 3. Commencing ten (10) days following the posting of the most recent shift bid conducted in January, for a period of fifteen (15) days, employees may designate on the form provided by the employer their preferences for scheduled vacation leave for the following calendar year. The form provided by the employer shall indicate those dates when employees may not take vacation. Where, by virtue of the employer's scheduling of vacation leave, a conflict exists among the designated preferences of employees in the same work unit, seniority as defined in Section 1 of *Article 10* shall control. In the event an employee desires to take vacation at different times during the year, seniority shall control only on the employee's first vacation choice. The employer shall post scheduled vacations ten (10) days after the completion of the posting period as described in this Section.

Section 4. With respect to vacation leave preference other than provided in Section 3 above, seniority shall not be considered, but vacation leave shall be granted in sequence of application.

Section 5. After employees have been given the opportunity to designate vacation leave preferences provided in Sections 3 and 4 above, the employer shall, on or after August 1 of each year, be permitted to schedule an employee for vacation leave to the extent that his/her unused leave at the end of the calendar year will not exceed thirty (30) days. In determining the amount of such scheduled leave, the employer shall presume that the employee would earn the amount of leave provided in Section 1 above, for the balance of the calendar year.

Section 6. 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 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 layoff for less than twelve (12) weeks, 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 3 above, is canceled by the employer, such employee shall be paid one and one-half (1 ½) times his/her regular rate of pay for the number of hours worked during the canceled vacation period and such time shall not be charged against his/her 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. At the sole discretion of the employer, an employee may receive a six (6) day advance of vacation leave where his/her accumulated leave is insufficient under the circumstance. Where employment is terminated and there is outstanding advanced leave charged to the employee, such amount shall be offset against any monies owing to the employee by Douglas County.

Section 12. If an employee covered by this agreement becomes ill or sustains an injury while on a scheduled vacation leave, the employee can apply for a change from scheduled vacation leave to sick leave if the employee desires. To qualify for this benefit, the employee will have to have been treated or

confined in an accredited hospital and furnish to the employer certification of the treatment or confinement.

ARTICLE 14 - SICK LEAVE

Section 1. Sick leave shall be earned each month by full time employees at the rate of fourteen days (14) per year pro-rated over twenty-six (26) pay periods at 4.308 hours per pay period. 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.

Section 1B. If an employee has been absent for a period of ten (10) consecutive 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.

Section 2. Except as provided in Section 6 or when an employee has been exposed to contagious disease as mentioned in Section 3, 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.

Section 3A. Effective upon the signing of this contract by both parties, employees will be entitled to use up to forty (40) hours per year to care for an immediate family member (parent, spouse, children or any person for whom the employee is the sole provider) who has a medical condition. Although this medical condition does not have to be an FMLA qualify 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 4. For sick leave of five (5) or more consecutive workdays, the employee shall submit to the employer medical certification thereof.

Section 5. An employee who, because of outside employment becomes sick or injured as a result of such outside employment will not be eligible for sick leave compensation under the terms and conditions of this contract.

Section 6. Where an employee is absent because of injury or sickness covered by the Nebraska Workers' Compensation Act, such employee may utilize earned sick leave to the extent that when added to the compensation payable under Workers' Compensation, it would equal the employee's regular rate of pay. If the employee decides not to use sick leave to supplement the Workers' Compensation payment, the employee must notify the employer in writing.

Section 7. Where an employee has exhausted earned sick leave, or where under the circumstances he/she is not eligible to utilize earned sick leave, he/she may be granted unpaid sick leave pursuant to Douglas County Civil Service Commission personnel policy or the language provided in this contract.

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 sick leave, usable and unusable, will be applied to pension benefits at the time of retirement pursuant to the Douglas County Retirement Policy.

Section 9. It is understood by and between the Union and Douglas County that the sick leave provisions of this contract are intended to provide the employee with full salary when that employee is unable to work because of illness, and additionally, these sick leave provisions provide the employee with short-term disability benefit so that the employee will continue to receive full salary up to the amount of accrued sick leave if he or she is temporarily disabled by illness or injury, and that the provisions exist also to provide assurances to the County that sick time is used only when necessary and not for the convenience of an employee or as an entitlement such as vacation leave.

Section 10. Because both the Union and Douglas County wish to ensure that all employees are afforded the aforesaid sick leave benefits equitably, the parties hereby establish the Sick Leave Advisory Committee to help ensure that these goals are met under the existing contract.

A. There is hereby created a Sick Leave Advisory Committee. This Committee shall be composed of three members. One member shall be appointed by the Union for a two (2) year term. One member shall be appointed to a two (2) year term by the Management of the Youth Center. The third member shall be appointed by a majority of the Union, Management, and the Labor Relations Coordinator. The third member shall serve for a one-year term and may be removed only by a majority of the Union, the Management of the Douglas County Youth Center, and the Labor Relations Coordinator.

B. The Sick Leave Advisory Committee shall make recommendations to Management (according to the Sick Leave Policy approved by the Douglas County Civil Service Commission and all other provisions of the contract regarding an employee's sick leave usage and his/her potential need for counseling). The Committee shall not be involved in, nor make recommendations, regarding any disciplinary actions to be taken as a result of sick leave usage other than the recommendation of counseling. The Committee will meet as needed and required. The Committee shall select, from its ranks, a chairperson and set its own rules of procedure by majority vote.

C. If a supervisor wishes to counsel an employee or feels that counseling is appropriate regarding the employee's usage of sick leave, such supervisor shall submit the request to Management, who shall forward the request to the Committee (along with any relevant employee data). The Committee shall recommend to Management whether or not it believes that counseling should be initiated. Management shall within a reasonable period of time consider the recommendation of the Committee in either approving or disapproving the requested counseling.

D. Management shall provide the Committee with a listing of employee sick leave usage on a quarterly basis. The Committee may recommend to Management that they counsel an employee regarding their use of sick leave. If a supervisor requests, pursuant to the sick leave policy, that Management counsel an employee, the Management should first receive the recommendation of the Committee before counseling or refusing to counsel an employee about that individual's use of sick time.

E. In making the recommendations to Management, the Committee shall consider any relevant information, including but not limited to, the following:

- (i) Gross number of sick time hours used in current year
- (ii) Gross number of sick time hours used in prior years
- (iii) Length of employee service and sick leave balance

- (iv) Any pattern of usage before and/or after the employee's days off, holidays, and or vacation
- (v) Medical evidence/documentation provided by the employee
- (vi) Number of occurrences of usage
- (vii) Whether or not the usage is a result of a continuing illness, such as cancer, heart disease, or any serious, chronic long-term illness.

F. No employee shall be counseled if the sole basis of the sick leave usage is pregnancy.

G. The counseling of an employee shall be subject to the test of reasonableness, given consideration to the employee's right to utilize sick leave for injury or illness, which precludes his/her ability to perform his/her regular job duties.

H. Anytime an employee is counseled regarding sick leave usage, the substance of such counseling shall be reduced to writing on a set form and a copy given to the employee. Such form shall note the recommendation of the sick leave advisory committee. Any explanations, comments or objections of the employee shall be noted on this form. Additionally, the employee may challenge the reasonableness of the counseling by providing, within ten (10) working days of the counseling, a written explanation as to why the counseling was unreasonable. Such explanation shall be provided to Management. Such written explanation shall be permanently attached to the counseling form.

ARTICLE 15 - 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 or the United States, 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/her regular rate of pay as will equal the loss he/she may suffer while in the active service of the State or the United States.

Section 3. Where an employee is required by the employer or is subpoenaed to testify in connection with his/her 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/she 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/she shall be granted paid leave to the extent of the difference between such remuneration and rate provided:

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

Section 5. Funeral Leave. Any funeral leave must be approved by the employee's supervisor prior to it being taken. There are times when it is not possible for the employee to obtain prior approval. In those instances, the employee shall notify his/her supervisor of the need to take funeral leave, and the number of days the employee needs to be absent from work. The funeral leave must contain the day of the funeral or memorial service that is held for the deceased.

Funeral leave shall be granted to employees in the following manner:

1. Where there is a death of the employee's spouse or employee's children, mother, father, step children, or a minor for whom the employee has assumed legal parental rights, the employee may utilize funeral leave not to exceed five (5) working days.
2. Where there is a death of an employee's stepmother, stepfather, any grandparent, grandchild, 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.
3. 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 in the household of the employee, the employee may utilize up to one (1) working day of funeral leave.
4. Vacation leave may be utilized by employees for funeral attendance and handling arrangements for non-blood relatives.

ARTICLE 16 - UNPAID LEAVES OF ABSENCE

Section 1. Any request for a leave of absence shall be submitted in writing to the Superintendent or his/her designee stating the reason for the leave and the approximate duration at the earliest practical date in advance of the requested leave. The Superintendent or his/her designee 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, nor shall it be extended more than six (6) months.

Section 2. Subject to the provisions of Section 1 hereof, the Superintendent or his/her designee 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/she previously held, if it still exists. If his/her classification has been abolished, he/she may exercise his/her 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 four (4) employees at any given time.

Section 5. Employees who are authorized delegates of the local union to a State AFL-CIO, 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 four (4) the number of employees utilizing unpaid leave during any period for this purpose.

ARTICLE 17 - UNPAID MEDICAL LEAVES OF ABSENCE

Section 1. Unpaid Medical Leave (Non-FMLA): An Elected Official/Department Head may grant unpaid leave for medical reasons to employees who do not qualify for FMLA under the following conditions:

1. All paid leaves (sick, vacation, floating holiday and compensatory time) have been exhausted.
2. The employee shall submit in advance a written request to the Elected Official/Department Head stating the reason for the requested leave. This request must also contain a certificate from a physician stating the medical reason for the requested leave and the expected date the employee will be returning to work.
3. The Human Resources Director must approve any unpaid leave that is in excess of 30 or more consecutive calendar days. The Elected Official/Department Head shall submit the request to the Human Resources Director along with a recommendation for approval. The Human Resources Director shall approve or deny the request as soon as possible and issue a notification in writing to the employee and Elected Official/Department Head.
4. An employee may be terminated from employment for failing to return to work after an approved unpaid leave of absence has expired.
5. Employees taking an approved unpaid leave of absence shall be entitled to return to the employ of the County at the job they held at the commencement of the leave if their previous job is vacant and available. There is no guarantee that an employee will return to the job held immediately prior to the commencement of the leave.
6. During the period of unpaid leave, an employee and their dependents will be retained on the County's health, dental and life insurance plans provided the employee continues to pay the employee share of the premiums to the County Benefits Office. These benefits are subject to changes that occur within the group plan while the individual is on leave.
7. Employees shall not accrue sick, vacation, or other benefits while on an unpaid medical leave of absence.

ARTICLE 18 - PROBATIONARY & TRIAL PERIODS

Section 1. All newly hired employees shall serve a probationary period of six (6) months. Probationary periods may be extended on a case-by-case basis for up to an additional six (6) months upon mutual written agreement of the Superintendent and the union.

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

Section 3. Promoted employees shall serve a six (6) month 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 employer 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.

Section 4. When the employee is reinstated to his/her former position at the insistence of the employer during the trial period, he/she shall be advised in writing by the employer as to the reasons therefore. Such action is not subject to the grievance procedure but may be appealed to the Civil Service Commission pursuant to the rules and regulations of the Civil Service Commission.

Section 5. Employees shall not be eligible for promotion during the probationary period or a trial period provided in this Article.

ARTICLE 19 - 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.

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) calendar days; describing the position, salary range, minimum qualifications required and final date applications will be accepted.

Section 3. Promotions shall be made on the basis of the most qualified applicant; however, where qualifications are not significantly different, the promotion shall be granted to the most senior employee applying.

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.

Section 5. Promoted employees shall serve a six (6) month trial period as described in *Article 18*, Probationary and Trial Periods.

Section 6. 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. The minimum promotional salary increase is to the minimum of the new salary grade. The maximum promotional salary increase is to the mid-point of the new salary grade.

ARTICLE 20 - DETAIL ASSIGNMENTS

Section 1. An employer may detail an employee to perform duties in a classification different from that to which he/she is assigned for a period not to exceed three (3) months, provided the employee has consented to such detail. Time spent in such detailed assignment shall be credited to the employee's assigned classification seniority.

Section 2 An employee on detail assignment shall be paid not less than the minimum salary grade of the detail assignment or his/her regular salary immediately prior to such assignment, whichever is greater; provided he/she has worked at least one full regular shift in such classification.

ARTICLE 21 - PERSONNEL RECORDS

Section 1. An employee shall be entitled to review his/her personnel record at one of the designated County Personnel Offices for a reasonable time during Personnel Department office hours. Personnel record review may be scheduled on the employee's own time; provided, however, an employee will not be required to review personnel records on his/her meal or break periods. An employee may have a representative of his/her choice present at such record review; provided, however, that such record review shall not be during the representative's scheduled working hours.

Section 2. The employee's signing of any document or materials to be placed in the employee's personnel record will not indicate an agreement by the employee as to the contents of the documents or material, but such signing does indicate that the employee has had an opportunity to review the document or materials.

Section 3. The employee may submit a written rebuttal to be placed in his /her personnel record and affixed to any personnel action taken by the employer. Such rebuttal shall constitute and remain a part of the personnel record.

Section 4. Employees shall be given a copy of any written disciplinary action that is made a part of their personnel record.

Section 5. Disciplinary actions more than twenty-four (24) months old, which were made a part of an employee's personnel file, shall not be considered in future disciplinary actions regarding said employee.

ARTICLE 22 - WORK RULES

Section 1. Any disciplinary action shall be taken within twenty-five (25) working days of the alleged violation. The violation of any work rules shall be subject to the test of reasonableness in the hearing in front of the Civil Service Commission. The employer shall make reasonable efforts to acquaint employees with work rules through posting and other means of communication. If an employee is unaware of a work rule and if the employer has not made a reasonable effort to acquaint the employee with a work rule, no disciplinary action shall be taken thereon. Time periods may be extended by mutual agreement between the Union and County.

ARTICLE 23 - DISCIPLINE

Section 1. Disciplinary actions or measures shall include the following: Written Reprimand, Demotion, Suspension and Discharge

The Elected Official/Department Head, or his/her designee, may counsel an employee on matters that the Elected Official/Department Head, or his/her designee, believes do not warrant disciplinary action. Counseling shall not be considered to be discipline.

In the event an employee is subject to a written reprimand, the employee may request the presence of a union representative.

Section 2. Disciplinary action may be imposed on an employee only for just cause. Disciplinary Actions shall not be subject to the grievance procedure, but the following disciplines may be appealed by employees who have completed their probationary period pursuant to the Douglas County Civil Service Policy: demotions, suspensions and discharges.

Appeals must be filed with the Civil Service Commission within ten (10) working days of the employee receiving notice of the discipline.

Section 3. If the employer 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 4. An employee subject to suspension or discharge shall, within five (5) working (Monday - Friday) days of such action, be given written notice thereof setting forth the reasons for said action, a copy of which shall be given to the Union.

Section 5. Whenever there is to be a pre-suspension or pre-termination hearing, the employee and the Union shall have five (5) working days notice prior to the hearing.

Section 6. Time frames may be adjusted if the change is mutually agreed to in writing and signed by both Management and the Union.

ARTICLE 24 - GRIEVANCE PROCEDURE

Section 1. Grievance as defined in this Agreement between Douglas County, Nebraska, and AFSCME Local 251 (Douglas County Youth Center employees) 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 2. The Union may file a grievance on behalf of any employee or employees, or the employee may individually file a grievance, or by a representative of the employee's choice. However, the Union shall have the right to intervene at any step of the grievance procedure.

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 the 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 intervene at any step of the grievance procedure.

Step 1. The aggrieved employee shall present in writing his/her grievance to the Superintendent twelve (12) working days from the date on which the employee became aware of such grievance. The Superintendent shall approve or deny the grievance in writing within ten (10) working days from its presentation. For purposes of this section, working days shall be Monday through Friday. A copy of the response and grievance shall be forwarded to the Union President of Local 251.

Step 2. If satisfactory settlement is not reached in Step 1, then the Union may appeal the decision of the Superintendent to the District Court in accordance with Nebraska State Statutes, or may pursue whatever other legal remedy is available to it.

If, during the term of this contract, the County approves a contract with another labor organization that includes a provision for hearing grievance appeals after the Superintendent has denied a grievance, (i.e. arbitration, mediation, etc), the County agrees to, at the union's request, negotiate in good faith with the union to amend this contract to include that provision or one similar thereto.

Section 4. 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 Superintendent fails to answer or process a grievance within 10 working days from its presentation, the grievance shall automatically be resolved in favor of the grieving party. For purposes of this section, working days shall be Monday through Friday.

ARTICLE 25 - UNION STEWARDS

Section 1. The parties hereto recognize that the effective resolution of grievances is in their best interests and thereby agree to the following union steward system.

Section 2. The employer will recognize union stewards and their alternates designated in writing by the union president.

Section 3. At the discretion of the employer, union stewards may be permitted to investigate and process grievances without loss of pay at such times as designated by the employer.

Section 4. The chief steward may assist line stewards in assigned areas, subject to the provisions of Sections 2 and 3 above.

Section 5. The employer agrees to permit two (2) officers of the union to attend contract negotiations at such authorized times, without loss of pay, provided that the employer's personnel officer or his/her designated representative is provided with a written certification as to the names of such two (2) officers or their alternates. In no event shall more than two (2) employees be entitled to attend contract negotiations without loss of pay or utilization of annual leave.

Section 5A. Union Stewards and/or Executive Board Officers shall be allowed time off with pay to attend general Union membership meetings, executive board meetings, and/or steward meetings. Only one such employee shall be allowed off for steward meetings and general Union membership meetings. In no event shall such time exceed a total of three (3) hours per month. The Union will give the Superintendent as much notice as reasonably possible when this time off will be required. This time off can be denied by the Superintendent when, according to minimum staffing requirements, another employee would have to be called in for overtime.

Section 6. Stewards shall process grievances with proper regard for the operational needs of department(s) involved, and shall cooperate in good faith with the employer and when permitted to investigate and process grievances, the steward shall expeditiously handle the same.

Section 7. Either party, at the expiration of six (6) months from the effective date of this agreement, may notify the other party in writing no later than thirty (30) days after such time of its desire to reopen this Article for negotiation. In such event, the entire Article shall be subject to negotiation; provided, however, the provisions of this Article shall remain in full force and effective unless a substitute Article is agreed upon.

ARTICLE 26 - UNION ACTIVITIES

Section 1. Representatives of the union, previously certified 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 the Superintendent or his/her designated

representative. In no event shall such visits be allowed to interfere with the scheduled work of the employees.

ARTICLE 27 - LAYOFF AND RECALL

Section 1. Whenever there is a reduction in work force layoffs shall be made on the basis of seniority in classification when the abilities of employees affected thereby to perform the work are not significantly different; otherwise, the most able employee or employees shall be retained. "Classification" is defined herein as the employee's job title.

Section 2. Employees subject to layoff shall be given written notice by registered mail at least fifteen (15) working days (the individual employee workdays) 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 union. The time limit provided in this section may be extended if the affected employee did not have reasonable opportunity to receive the written notice.

Section 3. Employees 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.

Section 4. In the event a full-time employee is laid off from his/her classification, by virtue of the provisions of Section 1, such employee shall take any open and vacant full-time position, within his/her office/department and within the same pay grade, 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 the same pay grade for any position for which the employee is qualified.

If the employee does not have the seniority or the qualifications to bump within his/her pay grade, such employee shall take any open and vacant full-time position in a lower pay grade in his/her 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 grade in the same bargaining unit, if the employee is qualified to perform the duties of any such position.

If a part-time employee is laid off from his/her classification by virtue of the provisions of Section 1, such employee shall take any open and vacant part-time position within their office/department and the same pay grade, 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 the same pay grade for any position for which the employee is qualified.

If the employee does not have the seniority or the qualifications to bump within his/her pay grade, such employee shall take any open and vacant part-time position within a lower pay grade 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 grade in the same bargaining unit, if the employee is qualified to perform the duties of any such position.

A part-time employee may not bump a full-time employee, however, a full-time employee may bump a part-time employee. For any employee who bumps into a position that is in a lower pay grade, 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.

Section 5. Where by virtue of a reduction in work force, either a full time or part time employee takes a position in a lower classification as provided in Section 4 of this Article, such employee shall be credited with classification seniority earned prior to transfer. Where, however, a full time employee takes a part time position in the same classification, he/she shall not be laid off until all part time employees in such classification have been laid off.

Section 6. Where an employee holds a non-bargaining unit position, he/she shall retain, for a period of two (2) years, all seniority earned in the bargaining unit classification in which he/she 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 7. 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 re-hire 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 employer 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 employer giving consideration to all attended 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 8. 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 28 - IN-SERVICE TRAINING

Section 1. In-service training programs shall be considered as hours of work when employees are required by the employer to attend said programs.

Section 2. In-service training programs shall be mandatory and held at such times and places as designated by the employer.

Section 3. Employee requests for in-service training will be considered by the employer; provided, however, that the employer in its sole discretion shall determine which employee will be selected.

ARTICLE 29 - BULLETIN BOARDS

Section 1. The employer shall provide the union with reasonable bulletin board space at locations reasonably 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. Any material posted on the bulletin boards shall be identified as authenticated and authorized by an officer of the union.

Section 4. Union stewards and officers shall be entitled to post the material provided herein.

ARTICLE 30 - 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, national origin, age, political affiliation or union affiliation. The union shall share equally with the employer the responsibility for 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 employer and union agree not to violate the employees' right to privacy.

Section 4. 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 5. All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall mean both sexes.

ARTICLE 31 - CONTRACTING AND SUBCONTRACTING

Section 1. The union recognizes the right of contracting and sub-contracting is vested in the employer. The right to contract or sub-contract 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 sub-contracting of bargaining unit work has an effect on bargaining unit employees, 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 32 - MISCELLANEOUS PROVISIONS

Section 1. Reasonable first aid supplies shall be available to employees during working hours.

Section 2. Employees required to use their personal car in the course of their employment shall be reimbursed at a rate set by the State of Nebraska.

Section 3. An employee is entitled to information relating to accumulated sick leave and vacation, holidays, overtime and payroll deductions.

Section 4. Employees shall not be required to contribute any political campaign funds or services to any candidate for political office.

Section 5. The Superintendent or his/her designee shall provide each JDS, JDT, Booking Officer and Custodian employee with three (3) new work shirts per year. The new work shirts shall be ordered as soon as possible following the completion of the annual shift bid and shall be distributed upon arrival.

The Superintendent or his/her designee shall provide each nurse with five (5) sets of nursing scrubs during the first year of this contract and three (3) sets of nursing scrubs during each subsequent contract year. The five (5) sets of nursing scrubs shall be provided within 30 calendar days of the execution of this contract by both parties. The three (3) nursing scrubs shall be ordered as soon as possible following the completion of the annual shift bid and shall be distributed upon arrival.

Section 6. If an employee does not report for work because of inclement weather, the employee will be docked for all hours not worked. However, the Superintendent or his/her designee may, at his/her discretion, allow the employee to use their accumulated vacation leave for hours not worked on that day.

Section 7 (Nurses Only). An employee may request that the County pay for the cost of any seminar, conference, training or class that the employee desires to attend, if the seminar, training or conference is one that will fill the requirements for the employee to retain his/her nursing license, and if the topic of the seminar or conference is directly related to the employee's job duties at the Youth Center. Seminars, conferences, or training may include accredited class attendance to fulfill Continuing Nursing Education Units ('CEUs') requirements. The employee must seek approval from the Superintendent or his/her designee to attend the seminar, training or conference within a reasonable time prior to the seminar, training or conference taking place. The reasonableness of the request will be based upon the entirety of the circumstances.

It may be necessary on a case-by-case basis for the County to reimburse a nurse for the cost of the approved seminar, training or conference after the employee has paid for it, but the County will whenever possible pay for the cost of the approved seminar, training or conference so that the employee does not have to.

The Superintendent or his/her designee shall not unreasonably deny any employee's request, but does reserve the right to deny the request based upon: (1) the location of the seminar, training or conference, (2) the cost of the seminar, training or conference, (3) the seminar, training or conference meeting the requirements of this section and/or (4) if the employee has already satisfied the required educational credits (i.e., CEUs) for a reporting period. The reasonableness of the denial will be based upon the entirety of the circumstances.

If the Superintendent or his/her designee rejects an employee's request, the Superintendent or his/her designee shall assist the employee in finding a suitable alternative seminar, training or conference.

ARTICLE 33 - DRUG TESTING

Section 1. All drug testing of employees shall be conducted pursuant to the Douglas County Drug Testing Policy, as set out in the Douglas County Civil Service manual. However, the employee may be required to submit to drug or alcohol testing after they are involved in any accident or injury that occurs while they are on the job, regardless of whether there is reasonable cause to believe the employee was impaired by drugs or alcohol at the time of the accident or injury.

Section 2. Random Drug Testing. All employees of the Douglas County Youth Center shall be required to take drug tests, on a random basis, pursuant to the below listed policy. The Personnel Director shall direct the Superintendent of the Youth Center to order employees of the Youth Center to take a drug test pursuant to the following:

- A. Twice during any given (6) month period, the Personnel Director shall provide a list of approximately 1/6 of the employees of the Youth Center for random testing to the Superintendent. The Personnel Director will request the Superintendent to order those employees to submit to a drug test immediately. All drug tests ordered pursuant to the above random testing policy shall be performed in accordance with the mandates of the current existing Douglas County Drug/Alcohol policy.
- B. In selecting the above-mentioned list of employees for testing, the Personnel Director shall utilize a probability sampling technique called "simple random selection with replacement." A computer-generated file of random employees shall be used. The

purpose for utilizing this technique is to ensure that each member of the Youth Center has a similar probability of being selected for testing.

- C. Any notification to an employee of the results of any test given pursuant to Random Drug Test Policy or the County's for-cause test policy shall be personally delivered or sent by certified mail. It is further agreed that, should an employee test impaired for alcohol pursuant to the alcohol level set by State Statute, that employee may be disciplined in accordance with the Douglas County Civil Service disciplinary guidelines.
- D. If an employee is randomly selected to take a drug test while on sick leave or workers' compensation disability, he or she may be directed to take the drug test. In so doing, however, the Superintendent shall give special consideration to the particular illness/injury of the employee. Any questions as to whether or not the employee is medically able to submit to such testing shall be decided by a competent physician. Verifiable phone communication from such physician may be the basis for the Superintendent determining not to order the employee to appear. If such decision is made, the Superintendent will immediately notify the Personnel Director in writing of that decision and the rationale.
- E. Disciplinary Action. All employees who test positive through the random drug-testing program shall be terminated.
- F. An employee who is randomly selected for drug testing while on pre-approved annual leave will not be ordered to submit to drug testing while on such leave. When such employee returns from leave, he/she shall be ordered to take the drug test, pursuant to the above policy.
- G. Whenever possible, random drug testing shall be ordered during an employee's regularly scheduled work hours.

ARTICLE 34 - INSURANCE AND PENSION PROGRAMS

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.

- 1. Effective January 1, 2006, for its medical plan, Douglas County will pay 93% of the premium for employee-only coverage and 85% of the premiums for both the employee plus one dependant coverage and the employee plus two one or more dependants coverage.
- 2. Effective January 1, 2006, for its dental plan, Douglas County will pay 85% of the premium for employee only coverage and 80% of the premiums for both the employee plus one dependant coverage and the employee plus two or more dependants coverage. Douglas County reserves the right to select the method by which health insurance benefits are provided.

Section 2. Douglas County will furnish at no charge to the employee a \$15,000 life insurance policy. The employee at his or her option may purchase at their own cost optional life insurance and the benefits provided thereby shall be in accordance with the terms and conditions of the current contract of life insurance.

Section 3. Pension benefits and employer/employee pension contributions shall be as determined by the County Board. The Union shall be notified of any changes to the pension program, as to benefits or contributions of any participating group of the pension program, at least fifteen (15) days prior to County Board approval.

**ARTICLE 35 –
WAGES, SHIFT DIFFERENTIAL, LONGEVITY, BILINGUAL AND ON-CALL PAY**

Section 1. Wages.

The following pay scales for Administrative Clerk shall be effective on January 1st, 2019, 2020 and 2021, respectively. These scales reflect an increase of three percent (3.0%) for 2019, three percent (3.0%) for 2020, and three percent (3.0%) for 2021 to the previous pay scale for each respective year.

| OCC Code | Title | Year | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 |
|----------|----------------------|------|--------|----------|--------|---------|---------|---------|---------|---------|---------|
| | | | Start | 6 Months | 1 Year | 2 Years | 3 Years | 4 Years | 5 Years | 6 Years | 7 Years |
| 0793 | Administrative Clerk | 2019 | 15.40 | 15.81 | 16.18 | 16.96 | 17.76 | 18.49 | 19.31 | 20.06 | 20.84 |
| 0793 | Administrative Clerk | 2020 | 15.86 | 16.28 | 16.67 | 17.47 | 18.29 | 19.04 | 19.89 | 20.67 | 21.46 |
| 0793 | Administrative Clerk | 2021 | 16.34 | 16.77 | 17.17 | 18.00 | 18.84 | 19.61 | 20.49 | 21.29 | 22.10 |

The following pay scales for Billing and Expediting Specialist shall be effective on January 1st, 2019, 2020 and 2021, respectively. These scales reflect an increase of three percent (3.0%) for 2019, three percent (3.0%) for 2020, and three percent (3.0%) for 2021 to the previous pay scale for each respective year.

| OCC Code | Title | Year | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 |
|----------|---------------------------------|------|--------|----------|--------|---------|---------|---------|---------|---------|---------|
| | | | Start | 6 Months | 1 Year | 2 Years | 3 Years | 4 Years | 5 Years | 6 Years | 7 Years |
| 0784 | Billing & Expediting Specialist | 2019 | 22.03 | 22.80 | 23.61 | 25.20 | 26.76 | 28.35 | 29.93 | 31.48 | 33.08 |
| 0784 | Billing & Expediting Specialist | 2020 | 22.69 | 23.49 | 24.32 | 25.96 | 27.56 | 29.20 | 30.83 | 32.42 | 34.08 |
| 0784 | Billing & Expediting Specialist | 2021 | 23.37 | 24.19 | 25.05 | 26.74 | 28.39 | 30.07 | 31.75 | 33.39 | 35.10 |

The following pay scales for Community Programs Specialist shall be effective on January 1st, 2019, 2020 and 2021, respectively. These scales reflect an increase of three percent (3.0%) for 2019, three percent (3.0%) for 2020, and three percent (3.0%) for 2021 to the previous pay scale for each respective year.

| OCC Code | Title | Year | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 |
|----------|-------------------------------|------|--------|----------|--------|---------|---------|---------|---------|---------|---------|
| | | | Start | 6 Months | 1 Year | 2 Years | 3 Years | 4 Years | 5 Years | 6 Years | 7 Years |
| 0748 | Community Programs Specialist | 2019 | 22.03 | 22.80 | 23.61 | 25.20 | 26.76 | 28.35 | 29.93 | 31.48 | 33.08 |
| 0748 | Community Programs Specialist | 2020 | 22.69 | 23.49 | 24.32 | 25.96 | 27.56 | 29.20 | 30.83 | 32.42 | 34.08 |
| 0748 | Community Programs Specialist | 2021 | 23.37 | 24.19 | 25.05 | 26.74 | 28.39 | 30.07 | 31.75 | 33.39 | 35.10 |

The following pay scales for Lead Community Programs Specialist shall be effective on January 1st, 2019, 2020 and 2021, respectively. These scales reflect an increase of three percent (3.0%) for 2019,

three percent (3.0%) for 2020, and three percent (3.0%) for 2021 to the previous pay scale for each respective year.

| OCC Code | Title | Year | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 |
|----------|------------------------------------|------|--------|----------|--------|---------|---------|---------|---------|---------|---------|
| | | | Start | 6 Months | 1 Year | 2 Years | 3 Years | 4 Years | 5 Years | 6 Years | 7 Years |
| 0702 | Lead Community Programs Specialist | 2019 | 23.13 | 23.95 | 24.79 | 26.46 | 28.10 | 29.77 | 31.43 | 33.05 | 34.74 |
| 0702 | Lead Community Programs Specialist | 2020 | 23.83 | 24.67 | 25.54 | 27.25 | 28.94 | 30.66 | 32.37 | 34.04 | 35.78 |
| 0702 | Lead Community Programs Specialist | 2021 | 24.54 | 25.41 | 26.30 | 28.07 | 29.81 | 31.58 | 33.34 | 35.07 | 36.86 |

The following pay scales for Custodian shall be effective on January 1st, 2019, 2020 and 2021, respectively. These scales reflect an increase of three percent (3.0%) for 2019, three percent (3.0%) for 2020, and three percent (3.0%) for 2021 to the previous pay scale for each respective year.

| OCC Code | Title | Year | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 |
|----------|-----------|------|--------|----------|--------|---------|---------|---------|---------|---------|---------|
| | | | Start | 6 Months | 1 Year | 2 Years | 3 Years | 4 Years | 5 Years | 6 Years | 7 Years |
| 0723 | Custodian | 2019 | 15.40 | 15.81 | 16.18 | 16.96 | 17.76 | 18.49 | 19.31 | 20.06 | 20.84 |
| 0723 | Custodian | 2020 | 15.86 | 16.28 | 16.67 | 17.47 | 18.29 | 19.04 | 19.89 | 20.67 | 21.46 |
| 0723 | Custodian | 2021 | 16.34 | 16.77 | 17.17 | 18.00 | 18.84 | 19.61 | 20.49 | 21.29 | 22.11 |

The following pay scales for Juvenile Detention Specialist shall be effective on January 1st, 2019, 2020 and 2021, respectively. These scales reflect an increase of three percent (3.0%) for 2019, three percent (3.0%) for 2020, and three percent (3.0%) for 2021 to the previous pay scale for each respective year.

| OCC Code | Title | Year | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|----------|-------------------------------|------|--------|--------|---------|---------|---------|---------|
| | | | Start | 1 Year | 2 Years | 3 Years | 4 Years | 5 Years |
| 0774 | Juvenile Detention Specialist | 2019 | 19.54 | 20.67 | 21.82 | 22.97 | 24.07 | 25.18 |
| 0774 | Juvenile Detention Specialist | 2020 | 20.13 | 21.29 | 22.47 | 23.66 | 24.79 | 25.94 |
| 0774 | Juvenile Detention Specialist | 2021 | 20.73 | 21.93 | 23.14 | 24.37 | 25.54 | 26.72 |

The following pay scales for Juvenile Detention Technician shall be effective on January 1st, 2019, 2020 and 2021, respectively. These scales reflect an increase of three percent (3.0%) for 2019, three percent (3.0%) for 2020, and three percent (3.0%) for 2021 to the previous pay scale for each respective year.

| OCC Code | Title | Year | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|----------|-------------------------------|------|--------|--------|---------|---------|---------|---------|
| | | | Start | 1 Year | 2 Years | 3 Years | 4 Years | 5 Years |
| 0780 | Juvenile Detention Technician | 2019 | 17.16 | 17.96 | 18.85 | 19.71 | 20.59 | 21.45 |
| 0780 | Juvenile Detention Technician | 2020 | 17.67 | 18.50 | 19.41 | 20.31 | 21.21 | 22.10 |
| 0780 | Juvenile Detention Technician | 2021 | 18.20 | 19.06 | 20.00 | 20.91 | 21.84 | 22.76 |

The following pay scales for Juvenile Detention Booking Officer shall be effective on January 1st, 2019, 2020 and 2021, respectively. These scales reflect an increase of three percent (3.0%) for 2019, three percent (3.0%) for 2020, and three percent (3.0%) for 2021 to the previous pay scale for each respective year.

| OCC Code | Title | Year | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|----------|------------------------------------|------|--------|--------|---------|---------|---------|---------|
| | | | Start | 1 Year | 2 Years | 3 Years | 4 Years | 5 Years |
| 0771 | Juvenile Detention Booking Officer | 2019 | 19.35 | 20.47 | 21.59 | 22.72 | 23.81 | 24.93 |
| 0771 | Juvenile Detention Booking Officer | 2020 | 19.93 | 21.08 | 22.24 | 23.40 | 24.53 | 25.67 |
| 0771 | Juvenile Detention Booking Officer | 2021 | 20.53 | 21.71 | 22.90 | 24.11 | 25.26 | 26.44 |

The following pay scales for Registered Nurse shall be effective on January 1st, 2019, 2020 and 2021, respectively. These scales reflect an increase of three percent (3.0%) for 2019, three percent (3.0%) for 2020, and three percent (3.0%) for 2021 to the previous pay scale for each respective year.

| OCC Code | Title | Year | Step 1 | 1 yr pr exp | 3 yrs pr exp | 5 yrs pr exp | 10 yrs pr exp | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|----------|------------------|------|--------|-------------|--------------|--------------|---------------|--------|--------|--------|--------|--------|--------|--------|--------|---------|
| | | | Start | | | | | 6 mths | | | | | | | | 1 Year |
| 0773 | Registered Nurse | 2019 | 22.61 | 23.72 | 24.84 | 26.02 | 27.14 | 28.26 | 29.40 | 30.50 | 31.64 | 32.78 | 33.87 | 35.04 | 36.15 | 37.27 |
| 0773 | Registered Nurse | 2020 | 23.29 | 24.43 | 25.59 | 26.80 | 27.95 | 29.11 | 30.28 | 31.41 | 32.59 | 33.77 | 34.88 | 36.09 | 37.24 | 38.38 |
| 0773 | Registered Nurse | 2021 | 23.99 | 25.17 | 26.36 | 27.60 | 28.79 | 29.98 | 31.19 | 32.36 | 33.57 | 34.78 | 35.93 | 37.17 | 38.35 | 39.53 |

Section 2. Shift Differential Pay. JDS, JDT and Booking Officer employees who are scheduled to work on A or C shift shall receive a shift differential of \$.55c per hour for each hour worked on such shift.

Nurses shall receive shift differential pay as follows:

| Shift | Start | 1 yr. prior exp. | 3 yrs. prior exp. | 5 yrs. prior exp. | 10 yrs. prior exp. | 6 mths | 1 yr | 2 yrs | 3 yrs | 4 yrs | 6 yrs | 8 yrs | 10 yrs | 15 yrs |
|-------------|--------|------------------|-------------------|-------------------|--------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Day M-F | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Day W/E | \$1.16 | \$1.22 | \$1.27 | \$1.33 | \$1.39 | \$1.45 | \$1.51 | \$1.56 | \$1.62 | \$1.68 | \$1.74 | \$1.80 | \$1.85 | \$1.91 |
| Evening M-F | \$1.66 | \$1.74 | \$1.82 | \$1.90 | \$1.99 | \$2.07 | \$2.15 | \$2.23 | \$2.32 | \$2.40 | \$2.48 | \$2.57 | \$2.65 | \$2.73 |
| Evening W/E | \$2.32 | \$2.43 | \$2.55 | \$2.66 | \$2.78 | \$2.90 | \$3.01 | \$3.13 | \$3.25 | \$3.36 | \$3.47 | \$3.59 | \$3.71 | \$3.82 |
| Night M-F | \$1.99 | \$2.09 | \$2.18 | \$2.28 | \$2.38 | \$2.48 | \$2.58 | \$2.68 | \$2.78 | \$2.88 | \$2.98 | \$3.08 | \$3.18 | \$3.28 |
| Night W/E | \$2.65 | \$2.78 | \$2.91 | \$3.04 | \$3.18 | \$3.31 | \$3.44 | \$3.57 | \$3.71 | \$3.84 | \$3.97 | \$4.11 | \$4.24 | \$4.37 |

Section 3. Longevity Pay. All full time employees shall be entitled to Longevity Pay pursuant to the following schedule. Bargaining unit employees hired after August 20, 2013 shall not earn longevity pay.

| | |
|-------------|--------------------|
| Years 6-9 | \$371.00 per year |
| Years 10-12 | \$618.00 per year |
| Years 13-14 | \$685.00 per year |
| Years 15-19 | \$943.00 per year |
| 20 and Over | \$1292.00 per year |

Longevity pay will be computed on an hourly basis and added to the employee's regular rate of pay. The first step shall be implemented upon completion of five continuous years of service.

Section 4. Bilingual Pay

- The Superintendent or his/her designee will create an official list of qualified bilingual employees, and shall determine how many employees will be on that list. The Superintendent or his/her designee will have the discretion to determine how many bilingual employees he/she needs to have on duty for each shift and location.
- The languages that qualify for bilingual pay will be determined by the County depending upon the needs of the Youth Center.
- A bilingual proficiency examination will be developed (or obtained) and administered by the Douglas County Human Resources Department. If the above-referenced list is full at the time an employee passes the bilingual proficiency exam, that employee will be placed on a waiting list to be maintained by the Superintendent or his/her designee.
- Employees will be eligible to receive bilingual pay of \$50 per month if they are on the approved list, and they shall continue to receive the bilingual pay for as long as they remain on that list, regardless of whether they are actually required to use their bilingual skills. Bilingual pay will be effective upon implementation of the approved list, and will not be retroactive to the effective date of this contract.
- Employees on the approved list must demonstrate their continued bilingual proficiency on an annual basis, by taking an annual examination developed (or obtained) and administered by the Human Resources Department. Employees must pass this examination to remain on the approved list.
- If the Superintendent or his/her designee decides to remove an employee from the approved list, the Superintendent or his/her designee shall provide that employee with at least thirty (30) days advance written notice prior to such removal. However, if the employee fails to pass the annual follow-up examination, they will immediately be removed from the list.
- If the employee decides to remove him or herself from the approved list, they shall provide at least thirty (30) days advance written notice to the Superintendent or his/her designee prior to such removal.
- Employees wishing to become proficient in any of the languages that qualify for bilingual pay must do so on their own time and at their own expense.
- The County will pay for the cost to develop/purchase and administer the bilingual proficiency examination and the annual follow-up examinations.
- For employees wishing to take the exam, the County will schedule the date and time for the examination. If the exam is scheduled during the employee's on-duty time, the employee will be paid for that time (it will be considered hours worked).

Section 5. On-Call Pay. Nurses who are required to be on standby during their off-duty time shall be compensated with one (1) hour of pay at straight time (based on their regular rate of pay) for every twelve (12) hours that they are required to be on standby.

That one (1) hour of pay shall also be considered as compensation for any time required to be spent by the nurse taking official telephone calls from the Youth Center pertaining to his/her duties during each 12-hour standby period. Each phone call will be considered to be of a least a 15 minute duration, regardless of whether the phone call actually lasted less than 15 minutes.

Should the nurse be required to spend a total of more than one (1) hour on official duty phone calls during a particular 12 hour standby period, that nurse will receive additional compensation at straight time (based on their regular rate of pay), in 15 minute blocks for all phone call time beyond the one (1) hour.

If a nurse, while on standby, is required by the Director or his/her designee to return to the Youth Center to perform his/her official duties, that nurse will be compensated for that time at straight time, and the overtime standards of this contract shall apply.

ARTICLE 36 - 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 immediately to attempt negotiation of a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE 37 - DURATION OF AGREEMENT

This agreement between AFSCME Local 251 and Douglas County, Nebraska, commences January 1, 2019 for a three-year period and terminates December 31, 2021. 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.

Unless specifically stated in this Agreement, all provisions of this Agreement shall be effective upon the date this Agreement is signed by the parties. In witness whereof, the parties have executed this agreement this 26 day of March 2019.

AFSCME LOCAL #251

DOUGLAS COUNTY, NEBRASKA

By: DocuSigned by:
Tony Burkhalter
D8A0C73B82D0456...

President

Mar 27, 2019

By: DocuSigned by:
Chris Polgans Mar 26, 2019
4AF253E196A1417...
Chair, Douglas County Board

APPROVED AS TO FORM:

DocuSigned by:
Shirley M. Uhl Mar 26, 2019
FAAC79614674484...
Deputy County Attorney

COUNTY OF DOUGLAS - OFFICIAL RECORD

**APPENDIX A
AUTHORIZATION OF PAYROLL DEDUCTIONS**

AFSCME LOCAL 251, AFL-CIO

Effective _____, I hereby request and authorize you to deduct from my earnings each payroll period an amount sufficient to provide for the regular payment of dues established by AFSCME Local Union 251. The amount shall be certified by said local union and any changes in such amount shall also be certified. The amount deducted shall be paid to AFSCME Local No. 251. This authorization may be terminated by me within a 10-day period preceding July 1st of each year and at no other time during the year by written notice to Local 251. I also hereby designate AFSCME Local No. 251, AFL-CIO, as my duly chosen and authorized representative on matters relating to my employment in order to promote my economic welfare.

X _____ Social Security Number _____
(EMPLOYEE'S SIGNATURE)

PRINT OR TYPE: _____
LAST NAME FIRST MIDDLE DATE CARD SIGNED

STREET ADDRESS CITY STATE ZIP CODE

EMPLOYER, DEPARTMENT/DIVISION JOB CLASSIFICATION

APPENDIX B
AUTHORIZATION TO REVOKE PAYROLL DEDUCTIONS

TO: Douglas County and AFSCME LOCAL #251

Please cancel and revoke my written authorization for the deduction of certified monthly union dues. I understand that I must provide the employer and union through its stewards or officers, a copy of this form before it can be considered filed. I further understand that it will be effective on the first day of the check-off payroll period immediately following its filing.

Signature

Address

Department

Date

**AGENDA ITEM
REQUEST/JUSTIFICATION FORM**

II
A

(To be completed by requesting Department)
Forward all requests to Sharon Bourke, LC2 Civic Center
**DEADLINE SUBMITTAL IS 3:00 P.M. WEDNESDAY
BEFORE THE TUESDAY MEETING**

RECEIVED

Agenda item: Board of County Commissioners – Consent Agenda

(i.e. Consent/Recognition-Proclamation/Presentation/Public Hearing/Committee, etc.)

Date to be on agenda: 3/26/2019

MAR 25 2019
Douglas Co. Clerk/Comptroller
Douglas County, Nebraska

Exact wording to be used for the agenda: **Resolution approving labor contract between Douglas County and Local #251 of the American Federation of State, County and Municipal Employees (AFSCME) representing covered Douglas County Youth Center Employees**

Action requested: Approval

Amount requested: _____ Object Code: _____

Is item in current year's budget? Yes X No _____

Does this item commit funds in future years? Yes X No _____

If yes, explain: **Funded in current year by the Salary Adjustment Fund**

Salary / wage increases for unit members: +3.0% (2019); +3.0% (2020); +3.0% (2021)

If an agreement or contract, has the County Attorney reviewed and approved? Yes X No

Previous action taken on this item, if any: _____

Recommendations and rationale or action: _____

Will anyone speak on behalf of this item, if so who? _____

If this is a rush agenda item, please explain why: _____

Submitted by (Name & Dept.): Marcos San Martin, County Administration Ext. _____

Date submitted: 3/18/19

List Attachments: **Resolution + copy of AFSCME 251 DCYC Contract, Jan 2019 – Dec 2021**

(Attach resolution and all pertinent documentation; i.e. contract, agreement, memorandums, etc.)

Certified resolutions can be obtained at the County Clerk's website:
<http://www.douglascountyclerk.org/county-board-records/search-for-resolutions>

Completed by receiving office
Received in Administrative Office: Date 3/19/19 Time _____