

Resolution No: 570  
ADOPTED: August 20, 2019

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

**RESOLVED**

**WHEREAS**, Douglas County has a labor contract with the Youth Center Education Association (YCEA) teachers union, representing covered employees within 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 for the term 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 Youth Center Education Association teachers union, is hereby approved and adopted, and the Chair of this Board is authorized to execute said contract on behalf of Douglas County.

Dated this 20th day of August, 2019.

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

Adopted: August 20, 2019

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

(CERTIFIED COPY)



Daniel A. Esch  
Douglas County Clerk

Resolution No: 570  
ADOPTED: August 20, 2019

**COLLECTIVE BARGAINING AGREEMENT**

**DOUGLAS COUNTY, NEBRASKA**

**AND**

**YOUTH CENTER EDUCATION ASSOCIATION**

**January 1, 2019 – December 31, 2021**

## TABLE OF CONTENTS

Article 1	Recognition	Page 3
Article 2	Non-Discrimination	Page 3
Article 3	Holidays	Page 3
Article 4	Probationary & Trial Periods	Page 4
Article 5	No Strikes and Lockouts	Page 4
Article 6	Seniority	Page 4
Article 7	Vacation Leave	Page 5
Article 8	Discipline	Page 6
Article 9	Grievance Procedure	Page 6
Article 10	Insurance and Pension Benefits	Page 7
Article 11	Sick Leave	Page 8
Article 12	Funeral Leave	Page 10
Article 13	Management Rights	Page 10
Article 14	Management Right of Contracting and Sub-Contracting	Page 10
Article 15	Drug Testing	Page 10
Article 16	Miscellaneous	Page 11
Article 17	Construction of Agreement and Savings Clause	Page 12
Article 18	Wages	Page 12
Article 19	Duration of Agreement	Page 13

## ARTICLE 1 - RECOGNITION

**Section 1.** This Agreement is made and entered into by and between the County of Douglas, Nebraska, hereinafter referred to as "the County" and the Douglas County Youth Center Education Association, hereinafter referred to as the "Association". The County recognizes the Association as the sole and exclusive bargaining agent for the full and part-time positions of Teacher and PE Teacher (together hereinafter referred to as "teachers") working in excess of twenty (20) hours per week at the Douglas County Youth Center. Expressly excluded from the bargaining unit, are all superintendent(s), supervisory, confidential personnel, seasonal or temporary teachers.

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

**Section 3.** Unless otherwise specifically stated in this Agreement, all provisions of this Agreement shall be effective upon the date this Agreement is signed by the parties.

## ARTICLE 2 - NON-DISCRIMINATION

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

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

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

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

## ARTICLE 3 - HOLIDAYS

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

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Christmas Day	
*Floating Holiday (1)	*With the approval of the Department Head or his/her designee

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

**Section 2.** Eligible full-time teachers shall receive as holiday pay their normal daily rate of pay, at straight time.

**Section 3.** When a holiday falls on a full-time teacher's day off, and no other day is celebrated for that holiday, such teacher shall receive an additional amount of pay equal to his/her normal daily rate of pay.

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

**Section 5.** Holidays will be considered as time worked for purposes of computing overtime pay.

#### **ARTICLE 4 - PROBATIONARY & TRIAL PERIODS**

**Section 1.** All newly hired teachers shall serve a probationary period of six (6) months. Probationary periods shall not be extended.

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

#### **ARTICLE 5 - NO STRIKES AND LOCKOUTS**

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

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

**Section 3.** Any or all of the teachers who violate any of the provisions of this section may be discharged or disciplined by the Superintendent or his/her designee, including loss of compensation, vacation benefits and holiday pay.

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

#### **ARTICLE 6 - SENIORITY**

**Section 1.** "County Seniority" is herein defined as a teacher's continuous service with Douglas County, without a break or interruption in service, except as provided in Section 3.

**Section 2.** "Classification Seniority" is herein defined as a teacher's continuous service within his/her classification, without a break or interruption except as provided in Section 3 of this Article. Where applicable, bidding for shifts, days off and vacation time shall be awarded on the basis of classification seniority.

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

**Section 4.** A new teacher shall be added to the seniority list as of the date of their full-time employment with the County, following satisfactory completion of their probationary period.

#### **ARTICLE 7 - VACATION LEAVE**

**Section 1.** Vacation leave shall be earned each payroll period where the teacher has worked or been on paid leave at a rate equivalent to the schedule shown below. It shall be necessary for the teacher to work or be on paid leave 50% or more of the regularly scheduled hours of such period before the teacher is entitled to earn vacation credits.

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

**Section 2.** A teacher who has completed six (6) months of service with the County may use vacation leave. The Superintendent, or his/her designee, however, may grant leave requests prior to completion of the six-month period.

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

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

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

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

**Section 7.** Where a teacher's vacation leave, scheduled pursuant to the provisions Section 8 of this article, is canceled by the Superintendent, or his/her designee, such teachers 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 will not be charged against his/her accumulated vacation leave. The provisions of this section shall only apply

to vacation that is scheduled pursuant to the normal bidding process and shall not apply where a teacher cancels vacation, which is to be rescheduled at a later date.

**Section 8.** Commencing on December 1<sup>st</sup> of each year, for a period of fifteen (15) days, teachers may designate on the form provided by the Superintendent or his/her designee, their preferences for scheduled vacation leave for the following calendar year. The form provided by the Superintendent or his/her designee shall indicate those dates when teachers may not take vacation. Where, by virtue of the Superintendent or his/her designee's scheduling of vacation leave, a conflict exists among the designated preferences of bargaining unit teachers, seniority as defined in Article 7 (Seniority), Section 2 shall control. In the event a teacher's desires to take vacation at different times during the year, seniority shall control only on the teacher's first vacation choice. The Superintendent, or his/her designee, shall post scheduled vacations ten (10) days after the completion of the posting period as described in this Section. For purposes of this section, "days" means Monday through Friday, exclusive of weekends and the holidays recognized by this contract (but not the floating holiday).

## **ARTICLE 8 - DISCIPLINE**

**Section 1.** Disciplinary actions or measures shall include the following: Written Reprimand, Suspension and Discharge (termination). A written reprimand shall be effective for not more than twenty-four (24) months following such action; thereafter, it shall not be used for any further discipline or in a determination of a promotion.

**Section 2.** Disciplinary action may be imposed on a teacher only for just cause.

**Section 3.** If the teacher's supervisor has reason to reprimand a teacher, it shall be done in a reasonable and professional manner and not before other teachers or the public. Any disciplinary action must be initiated within twenty days from the time said incident becomes known to the teacher's supervisor. For purposes of this section, "days" means Monday through Friday, exclusive of weekends and the holidays recognized by this contract (but not the floating holiday).

**Section 4.** A teacher who is subject to suspension or discharge shall be given reasonable written notice thereof setting forth the reasons for said action.

**Section 5.** Teachers may appeal suspensions and terminations, but not written reprimands, to the Civil Service Commission, pursuant to that Commission's rules. The teacher may, prior to appealing a suspension or termination, request to meet with the Superintendent to discuss the matter. The Superintendent shall not unreasonably deny that request.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

**Section 1.** "Grievance" as defined in this Agreement is a claim of a teacher arising during the term of this Agreement, which is limited to matters concerning the application, meaning or interpretation of this Agreement, excluding disciplinary actions. The selection or the assignment of supervisory employees is the sole responsibility of the Superintendent and shall not be the subject of a grievance. Supervisory employees shall include the teacher's immediate non-bargaining unit supervisor. Any complaint relating to the County's retirement annuity plan, pension plan or group insurance plan, compulsory retirement of teachers or other practices and policies of the County with respect to annuities or group insurance shall be determined by the County and shall not be considered a grievance nor subject to the grievance procedure. Disciplinary actions cannot be grieved however, suspensions and terminations may be appealed to the Civil Service Commission, in accordance with Article 9, Section 5 of this contract.

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

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

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

**Section 5.** The term "days" as used in this Article shall mean Monday through Friday, exclusive of weekends and the holidays provided for in this Agreement (except for the floating holiday).

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

Step 1. The aggrieved teacher shall present in writing his/her grievance to the teacher's supervisor within five (5) days from the date on which the teacher became aware of such grievance. The non-bargaining unit supervisor shall attempt to adjust the matter and shall respond in writing to the teacher presenting the grievance within five (5) days from its presentation.

Step 2. If satisfactory settlement is not reached under Step 1, copies of all correspondence between the teacher and his/her supervisor shall be presented to the Superintendent or his/her designated representative within five (5) days from the date any decision was made by the non-bargaining unit supervisor under Step 1. The Superintendent or his/her designated representative shall respond in writing to the teacher presenting the grievance within five (5) days. A copy of the response shall be provided to the Association Steward or Business Agent.

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

**Section 8.** Failure to respond to a grievance within five (5) days at Step 1 or Step 2 of Section 6 shall constitute a denial of the grievance.

## **ARTICLE 10 - INSURANCE AND PENSION BENEFITS**

**Section 1.** Medical plans, insurance and contributions for teachers covered by this contract shall be as determined by the Douglas County Board of Commissioners. Any changes in such benefits or contributions shall accrue to bargaining unit teachers.

**Section 2.** Pension benefits and contributions for teachers covered by this contract shall be as determined by the Douglas County Board of Commissioners. Any changes in such benefits or contributions shall accrue to bargaining unit teachers.

**Section 3.** Douglas County will furnish at no charge to each teacher a \$15,000 life insurance policy. Each teacher 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.

## ARTICLE 11 - SICK LEAVE

**Section 1.** Sick leave shall be earned each month by a full-time teacher at the rate of the fourteen (14) days per year pro rated over twenty-six (26) pay periods at 4.308 hours per pay period. It shall be necessary for the teacher to work or be on paid leave 50% or more of the regularly scheduled hours of such period before the teacher is entitled to earn sick leave.

**Section 1A.** If a teacher has been absent for a period of ten (10) working days or longer, it will be necessary to see the County's doctor if requested by the Superintendent, or his/her designee, in addition to bringing a certified release from the teacher's doctor on the first day back to work. Failure to observe this regulation will exempt a teacher from the active payroll until the examination is taken.

**Section 2.** Except as provided in Section 5 of this article, or when a teacher has been exposed to contagious disease as mentioned in Section 3 of this article, teachers shall not be entitled to utilize earned sick leave until they have completed their probationary period, unless the sick leave request is approved by the Superintendent or his/her designee.

**Section 3.** Teachers shall be entitled to utilize earned sick leave for injury, pregnancy or sickness which renders a teacher incapable of performing his/her required job duties, for medical and dental care or for exposure to contagious diseases under circumstances in which the health of other teachers or the public would be endangered by the teacher's attendance on duty.

**Section 4.** A teacher's using sick leave may be asked to provide medical certification if there is an indication of sick leave abuse, however, for sick leave of five (5) or more consecutive working days, the teacher must submit to the Superintendent, or his/her designee, medical certification thereof. This documentation shall be provided on the teacher's first day back to work.

**Section 5.** Where a teacher is absent because of injury or sickness covered by the Nebraska Workers' Compensation Act, such teacher may utilize earned sick leave to the extent that when added to the compensation payable under Workers' Compensation, it would equal the teacher's regular rate of pay.

**Section 6.** The teacher will be entitled to unlimited accrual of earned unused sick leave, however, one hundred and eighty (180) days of sick leave only will be compensable at the rate of regular pay, payable at times of illness or injury where the teacher is unable to work according to terms defining sickness and injury, which are set forth elsewhere in this Agreement.

**Section 7.** Accumulated unused sick leave will be applied to pension benefits at the time of retirement on a one (1) for one (1) basis. Sick leave earned after accumulation of 180 days shall be applied to teacher's pension as per the Douglas County Retirement Plan.

**Section 8.** If a teacher is on workers' compensation leave from the County, and is working a second job, the teacher shall provide to the County a copy of his/her duties for that job. If the teacher is performing duties at the second job that are prohibited by his/her medical restrictions, then the County reserves the right to terminate that teacher's workers' compensation benefits.

**Section 9.** It is understood by and between the Association and Douglas County that the sick leave provisions of this contract are intended to provide the teacher with full salary when that teacher is unable to work because of illness, and additionally, these sick leave provisions provide the teacher with short-term disability benefits so that the teacher 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 a teacher or as an entitlement such as vacation leave.

**Section 10.** There is hereby created a Sick Leave Advisory Committee. This Committee shall be composed of three (3) members: one (1) member shall be appointed by the Association for a two (2) year term; one (1) member shall be appointed to a two (2) year term by the Superintendent or his/her designee; and the third member shall be mutually agreed to by the Association and Management. The third member shall serve for a one (1) year term and may be removed only by a majority of the Association, the Superintendent, and the Douglas County Labor Relations Coordinator.

**Section 10A.** 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 teacher's sick leave usage and his/her potential need for counseling or disciplinary action). The Committee shall not be involved in any disciplinary actions to be taken as a result of sick leave usage other than the recommendation of counseling or disciplinary action. The Committee will meet as needed, but at least quarterly. The Committee shall select, from its ranks, a chairperson and set its own rules of procedure by majority vote.

If a supervisor wishes to counsel a teacher or feels that counseling is appropriate regarding the teacher'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 teacher's 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.

**Section 10B.** Management shall provide the Committee with a listing of teachers' sick leave usage on a quarterly basis. The Committee may recommend to management that they counsel a teacher regarding their use of sick leave. If a supervisor requests, pursuant to the sick leave policy, that management counsel a teacher, the management should first receive the recommendation of the Committee before counseling or refusing to counsel a teacher about that individual's use of sick time.

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 teacher's service and sick leave balance
- (iv) Any pattern of usage before and/or after the teacher's days off, holidays and or vacation;
- (v) Usage on the same day of the week;
- (vi) Medical evidence/documentation provided by the teacher;
- (vii) Number of occurrences of usage;
- (viii) Whether or not the usage is a result of a continuing illness such as cancer, heart disease or any serious, chronic, long-term illness.

**Section 10C.** No teacher shall be counseled if the sole basis of the sick leave usage is pregnancy. The counseling of a teacher shall be subject to the test of reasonableness, given consideration to the teacher's right to utilize sick leave for injury or illness, which precludes his/her ability to perform his/her regular job duties.

**Section 10D.** Anytime a teacher 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 teacher. Such form shall note the recommendation of the sick leave advisory committee. Any explanations, comments or objections of the teacher shall be noted on this form. Additionally, the teacher may challenge the reasonableness of the counseling by providing, within ten 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. For purposes of this section, "days" shall mean Monday through Friday, exclusive of weekends and the holidays recognized by this contract (but not the floating holiday).

## ARTICLE 12 - FUNERAL LEAVE

### Section 1.

- (a) Where there is a death of a teacher's spouse or children, the teacher may utilize funeral leave not to exceed five (5) working days.
- (b) Where there is a death of a teacher's mother, father, stepmother, stepfather, grandparent, brother, sister, stepbrother, stepsister, half brother, half sister, current mother-in-law, current father-in-law, current daughter-in-law or current son-in-law, a teacher may utilize funeral leave not to exceed three (3) working days.
- (c) 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 2<sup>nd</sup> cousin, great aunt, great uncle, or any person who at the time of death was a resident of the teacher's household, the teacher may utilize funeral leave not to exceed one (1) working day.

**Section 2.** The teacher must notify his/her supervisor of his/her need to take funeral leave, and the dates on which the funeral leave will be taken. Vacation leave may be utilized by teachers for funeral attendance and handling arrangements for non-blood relatives. Funeral leave shall be used by teachers to attend the funeral and if needed, to assist with arrangements.

## ARTICLE 13 - 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 County heretofore possessed and hereinafter granted by virtue of law, regulations or resolution. These rights, powers and authority include, but are not limited to, the right to manage and supervise all of its operations and establish work rules, regulations and other terms and conditions of employment not inconsistent with the specific terms of this Agreement.

## ARTICLE 14 - MANAGEMENT RIGHT OF CONTRACTING AND SUB-CONTRACTING

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

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

## ARTICLE 15 - DRUG TESTING

**Section 1.** All drug testing of teachers shall be conducted pursuant to the Douglas County Drug Testing Policy, as set out in the Civil Service manual. However, the teachers 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 teacher was impaired by drugs or alcohol at the time of the accident or injury.

**Section 2.** Random Drug Testing. In addition to the provisions of Section 1, all bargaining unit teachers shall be required to take drug tests, on a random basis, as follows:

- A. Twice during any given (6) month period, the Douglas County Human Resources Director shall provide a list of approximately 1/6 of the teachers of the Youth Center for random testing to the Superintendent. The Human Resources Director will request the Superintendent to order those teachers 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 procedures set out in the Douglas County Drug/Alcohol policy.
- B. In selecting the above-mentioned list of teachers for testing, the Human Resources Director shall utilize a probability sampling technique called "simple random selection with replacement." A computer-generated file of random teachers shall be used. The purpose for utilizing this technique is to ensure that each teacher of the Youth Center has a similar probability of being selected for testing.
- C. Any notification to a teacher of the results of any test given pursuant to this section shall be personally delivered or sent by certified mail. Should a teacher test impaired for alcohol pursuant to the alcohol level set by state statute, that teacher may be disciplined in accordance with the Douglas County Civil Service disciplinary guidelines.
- D. If a teacher 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 teacher. Any questions as to whether or not the teacher 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 teacher to appear. If such decision is made, the Superintendent will immediately notify the Human Resources Director in writing of that decision and the rationale for it.
- E. Disciplinary Action. All teachers who test positive through the random drug-testing program shall be terminated.
- F. A teacher 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 teacher 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 a teacher's regularly scheduled work hours.

## **ARTICLE 16 - MISCELLANEOUS**

**Section 1.** If a teacher is required by the Superintendent or his/her designee to attend any conference or seminar relating to his/her employment, such time shall be considered "hours worked" according to the Fair Labor Standards Act. The County shall pay any registration fees for any such conferences and seminars.

**Section 2.** Teachers are required to keep current a State of Nebraska Teaching Certificate while employed as a teacher at DCYC. Any substantive change in the status of the teacher's certificate needs to be noticed to the DCYC Superintendent or his/her designee, in a timely manner. Substantive changes in certification status may include, but are not limited to: the loss of any certification, a revocation, a temporary or permanent suspension, an expiration or failure to renew, a conversion to probationary or provisional certification status, and/or the

addition of endorsements, a notation of reprimand, or change in type of teaching certificate (i.e., 'Dual Credit', 'Career Education', 'Special Services Certificate'). Failure to notify the DCYC Superintendent or his/her designee of a change in certificate status may be grounds for disciplinary action.

## ARTICLE 17 - CONSTRUCTION OF AGREEMENT AND SAVINGS CLAUSE

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

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

**Section 3.** Should any article or 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 or section, or portion thereof, directly specified in the decision. Upon the issuance of such a decision, the parties agree to immediately attempt negotiation of a substitute for the invalidated article or section, or portion thereof.

**Section 4.** Any change in Civil Service regulations that purports to adversely affect this Agreement shall not in any manner alter, amend or change the terms of this Agreement. Upon termination of this Agreement, any such change would be the subject of negotiation with the Association.

## ARTICLE 18 - WAGES

The following pay scale is effective January 1, 2019 through December 31, 2019, and represents a 1.5% increase to the previous pay scale (2018):

	OCC.	STEP 1 START	STEP 2 6 MTHS	STEP 3 1 YR	STEP 4 2 YRS	STEP 5 3 YRS	STEP 6 4 YRS	STEP 7 5 YRS	STEP 8 6 YRS	STEP 9 7 YRS
TEACHER: M 5	777	\$22.49	\$23.30	\$24.09	\$25.69	\$27.30	\$28.91	\$30.52	\$32.13	\$33.73
PE TEACHER: M 5	792	\$22.49	\$23.30	\$24.09	\$25.69	\$27.30	\$28.91	\$30.52	\$32.13	\$33.73

The following pay scale is effective January 1, 2020 through December 31, 2020, and represents a 1.0% increase to the previous pay scale (2019):

	OCC.	STEP 1 START	STEP 2 6 MTHS	STEP 3 1 YR	STEP 4 2 YRS	STEP 5 3 YRS	STEP 6 4 YRS	STEP 7 5 YRS	STEP 8 6 YRS	STEP 9 7 YRS
TEACHER: M 5	777	\$22.72	\$23.54	\$24.33	\$25.95	\$27.58	\$29.20	\$30.83	\$32.46	\$34.07
PE TEACHER: M 5	792	\$22.72	\$23.54	\$24.33	\$25.95	\$27.58	\$29.20	\$30.83	\$32.46	\$34.07

The following pay scale is effective January 1, 2021 through December 31, 2021, and represents a 1.0% increase to the previous pay scale (2020):

	OCC.	STEP 1 START	STEP 2 6 MTHS	STEP 3 1 YR	STEP 4 2 YRS	STEP 5 3 YRS	STEP 6 4 YRS	STEP 7 5 YRS	STEP 8 6 YRS	STEP 9 7 YRS
TEACHER:										
M 5	777	\$22.94	\$23.77	\$24.57	\$26.21	\$27.85	\$29.49	\$31.13	\$32.78	\$34.41
PE TEACHER:										
M 5	792	\$22.94	\$23.77	\$24.57	\$26.21	\$27.85	\$29.49	\$31.13	\$32.78	\$34.41

After the six month step, teachers progress to the next step of the pay plan on their anniversary date.

### ARTICLE 19 - DURATION OF AGREEMENT

**Section 1.** This Agreement between the Youth Center Education Association and Douglas County, Nebraska shall be in effect from January 1, 2019, through December 31, 2021. The provisions contained in this Agreement constitute the entire Agreement between the parties and no verbal statements shall supersede any of those provisions.

**Section 2.** Unless specifically stated in this Agreement, all provisions of this Agreement shall be effective upon the date this Agreement is signed by the parties. 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.

YOUTH CENTER EDUCATION ASSOCIATION

DOUGLAS COUNTY, NEBRASKA

By: DocuSigned by: Nicole Weller Aug 21, 2019

By: DocuSigned by: Chris Poljanec  
County Board Chair

By: DocuSigned by: David Boyce Sep 3, 2019

DATE: Aug 20, 2019

APPROVED AS TO FORM:

DocuSigned by: Shawn M. Uhl Aug 20, 2019  
Deputy County Attorney

COUNTY OF DOUGLAS - OFFICIAL RECORD

II  
M

**AGENDA ITEM**  
**REQUEST/JUSTIFICATION FORM**  
*(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**

Agenda item: Board of County Commissioners → Consent  
(i.e. Consent/Recognition-Proclamation/Presentation/Public Hearing/Committee, etc.)  
Date to be on agenda: August 20 2019

Exact wording to be used for the agenda: Resolution approving labor contract between Douglas County and the Youth Center Education Association (YCEA) Teachers union representing covered Douglas County Youth Center employees (January 1, 2019 – December 31, 2021)

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: Salary Adjustment Fund for 2019  
Wage increases for unit: 1.5% (2019); 1.0% (2020); 1.0% (2021)

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

*\*Provide County Clerk with contact info for outside organization*

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: 8/14/19  
Resolution and 2019-2021 County/Youth Center Teachers Labor Agreement

List Attachments: \_\_\_\_\_  
(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 8/14/19 Time \_\_\_\_\_  
Revised 4/4/2019