

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

RESOLVED

WHEREAS, Douglas County has a labor contract with the International Union of Operating Engineers, Local #571, for non-supervisory classifications within the elected offices of Clerk of the District Court, Sheriff, and Treasurer, and the departments of Public Properties (division of Records Imaging), Purchasing and Veterans Services; and,

WHEREAS, that contract expired on December 31, 2017, and the parties have successfully negotiated a new four-year contract, effective January 1, 2018, 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 International Union of Operating Engineers, Local #571, is hereby approved and adopted, and the Chair of this Board is authorized to execute said contract on behalf of Douglas County.

DATED this 29th day of January, 2019

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**DOUGLAS COUNTY, NEBRASKA
DOUGLAS COUNTY SHERIFF
DOUGLAS COUNTY TREASURER
DOUGLAS COUNTY CLERK OF THE DISTRICT COURT**

&

**LOCAL 571
INTERNATIONAL UNION OF OPERATING ENGINEERS**

January 1, 2018 – December 31, 2021

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ARTICLE 1 – RECOGNITION

Section 1. This Agreement is made and entered into by and between Douglas County, Nebraska, hereinafter referred to as “the County”, The Douglas County Sheriff, hereinafter referred to as “the Sheriff or DCSO”, the Douglas County Treasurer, hereinafter referred to as “the Treasurer”, the Douglas County Clerk of the District Court, hereinafter referred to as “The Clerk of the District Court” and Local 571 of the International Union of Operating Engineers, hereinafter referred to as “the Union”. The employees covered under this contract will collectively be referred to as members of the “571-General, Non-Supervisory” bargaining unit. The County, the Sheriff, the Treasurer and the Clerk of the District Court recognize the Union as the sole and exclusive bargaining agent for all regular full-time and permanent part-time County employees working in excess of 20 hours per week in the County offices/departments and positions listed on *Appendix A* of this Agreement.

Section 2. Neither the County nor elected officials/department heads will 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, neither the County nor elected officials/department heads shall make any agreements with bargaining unit employees contrary to the terms of this Agreement, nor shall the County, or the elected officials/department heads, make any agreements with individuals, groups, organizations or Unions which seek to represent employees or engage in collective bargaining, other than the recognized Union.

Section 3. 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. The vacant position shall not employ a temporary worker for longer than six (6) months. Seniority does not start until employees reach full-time status. In the event of an emergency, as determined by the elected official/department head, the County, the applicable elected official/department head and the Union Business Agent will meet to discuss an extension of the above.

Section 4. This agreement covers the separately recognized Local 571 non-supervisory bargaining units in the following elected offices and departments: Treasurer, Clerk of the District Court, Sheriff, Veteran’s Services, Public Properties (division of Records Imaging) and Purchasing.

If any bargaining unit covered by this contract is decertified by the Nebraska Commission of Industrial Relations (C.I.R.), that decertification will not affect any other bargaining unit covered by this contract.

ARTICLE 2- NON-DISCRIMINATION

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

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

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

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

ARTICLE 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 elected official/department head or his/her designee

For employees whose normal work schedule is Monday-Friday, 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.

For employees who work in job classifications that are part of operations requiring 24-hour per day, seven days/week coverage, holidays will be observed on the days on which they fall.

Section 2. Eligible full-time employees shall receive as holiday pay eight (8) hours of pay at their base hourly rate or ten (10) hours of pay at their base hourly rate, depending on whether the employee is on an eight (8) hour or ten (10) hour work schedule.

Section 2A. For DCSO employees only, an employee shall be able to determine the type of compensation allowed for work performed on the observed holiday (compensatory time or wage compensation).

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

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

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

Section 6. Non-exempt employees who are on-call during a Holiday shall be paid two (2) hours of on-call pay at one and one-half (1 ½) times their regular rate of pay.

Section 7. Non-exempt employees who are called in during a Holiday shall be paid a minimum of four (4) hours of pay at double their hourly rate of pay or actual hours worked if more than four (4) hours.

Section 8. Full-time non-exempt 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 2, hereof, receive compensation at the rate of one and one-half (1 ½) times the actual number of hours worked. An employee who was required to work on a holiday will not be required to take another day off because of the work performed on the holiday.

ARTICLE 4 - PROBATIONARY & TRIAL PERIODS

Section 1. All newly hired employees shall serve a probationary period of six (6) months (one-hundred eighty (180) calendar days). Probationary periods may be extended for up to an additional thirty (30) calendar days upon mutual written agreement of the employee, union and the elected official/department head.

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

Section 3. Promoted employees in the Sheriff's office shall serve a one-hundred eighty (180) calendar day trial period (three-hundred sixty-five (365) calendar days for CSI I) from the date of promotion.

Promoted employees in the other offices/departments shall serve a ninety (90) calendar day trial period from the date of promotion. For those other offices/departments, the elected official/department head may extend that trial period by thirty (30) days at his/her discretion.

The purpose of the trial period is to determine the employee's ability and desire to perform the work.

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

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

Section 4. When the employee is reinstated to his/her former position at the elected official/department head's insistence during the trial period, he/she shall be advised in writing by the elected official/department head as to the reasons therefore. Such action is not subject to appeal or the grievance procedure.

Section 5. Employees shall not be eligible for promotion during his/her probationary period or trial period as provided in this Article. An exception may be made by the Sheriff or his/her designee only in the case of a part-time employee who applies for a full-time position within the same job classification.

ARTICLE 5 - CHECK-OFF

Section 1. The County shall, in accordance with the provisions of this Article, deduct certified regular monthly Union dues from the pay of each employee, at the rate of one and one-fourth (1 ¼) hours of pay per pay check x24 checks, provided that at the time of such deduction the County has in its possession a written authorization, executed by the employee.

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

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

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

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

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

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

ARTICLE 6 - NO STRIKES AND LOCKOUTS

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

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

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

Section 4. The County, and the elected officials/department heads agree not to lockout any employees during the life of this Agreement.

ARTICLE 7 - SENIORITY

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

Section 2. "Division Classification Seniority" pertains to the Sheriff's Office, and is herein defined as an employee's continuous service in a classification within a division of the Sheriff's Office, without a break or interruption except as provided in Section 3 of this Article. "Classification" is defined as the employee's job title. Where applicable, bidding for shifts, days off and vacation times shall be awarded on the basis of Division Classification Seniority.

Section 2A. "Department Seniority" pertains to the other offices/departments covered by this contract, and is herein defined as an employee's continuous service within his/her particular office/department, without a break or interruption except as provided in Section 3 of this Article.

Where applicable, bidding for shifts, days off and vacation times shall be awarded on the basis of Department 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. New employees 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.

Douglas County employees transferring from one department to another will have their seniority established by the following:

For purposes of shift bidding and/or days off, an employee transferring to another department shall go to the bottom of the department seniority list.

Employees transferring to another office/department and moving up a pay grade will receive as their starting pay no less than twenty-five cents (\$.25) more an hour than they had been receiving at their previous pay grade.

An employee transferring to another department but within the same pay grade will continue to be paid at the same rate received prior to the transfer.

Section 5. Seniority lists covering bargaining unit employees shall be posted in a conspicuous place in the offices/departments where bargaining unit employees are assigned. Seniority lists shall be brought up to date annually. If an employee notes an error in the seniority list, such error must be called to the attention of the Human Resources Department within thirty (30) calendar days of posting. In the event there is no objection by an employee within the thirty (30) day period, his/her seniority as posted shall stand. Nothing herein shall preclude the correction of clerical errors.

Section 6. In all cases of transfers and promotions within the bargaining unit, the elected official/department head will consider ability and qualifications to do the work. Where ability and qualifications to perform the work are equal in the judgment of the elected official/department head (subject to the grievance procedure), length of continued service in the bargaining unit shall be the determining factor. If an employee's seniority is bypassed when making a promotion, the employee shall be furnished a written reason for said denial. This section shall not constitute a remedy precluding use of *Article 11, Grievance Procedure*.

Section 7. If a full-time employee goes part-time, and then returns to their previous full-time status, the employee will not lose their department seniority (division classification seniority for Sheriff's employees) as long as they return to full-time status within twelve (12) months from the date they went part-time.

ARTICLE 8 - LAYOFF AND RECALL

Section 1. Whenever there is a reduction in work force, layoffs shall be made on the basis of County seniority within 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.

For purposes of this contract, "classification" is defined as the employee's job title. This means that, within the particular classification that layoffs will occur, the employee with the least amount of County seniority will be the first person subjected to layoff.

Section 2. Employees subject to layoff shall be given written notice by certified mail at least ten (10) of the employee's working days prior to the effective date of same. Such notice shall be mailed to their last known address as shown on the employees' records; a copy of said notice shall be mailed to the 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 acceptance of the layoff.

Section 4. No full-time or permanent part-time employee shall be laid off from his/her office/department while there are probationary, seasonal or temporary employees in his/her classification in the office/department in which he/she works. This means that, within the particular classification that layoffs occur, the employee with the least amount of County seniority will be the first person subjected to layoff.

Section 5. In the event a full-time employee is laid off from his/her classification, by virtue of the provisions of Section 1, such employee 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 part-time 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 6. Whereby, due to a reduction in work force, either a full-time or permanent part-time employee takes a position in a lower classification as provided in Section 5 of this Article, such employee shall be credited with department seniority earned prior to transfer. Where, however, a full-time employee takes a part-time position in the same classification, he/she shall not be laid off until all other permanent part-time employees in such classification have been laid off.

Section 7. A laid off employee shall retain, for a period of eighteen (18) months, all County and Department Seniority (or Division Classification Seniority in the case of the Sheriff's Office) that he/she accumulated prior to layoff.

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

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

ARTICLE 9 - VACATION LEAVE

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

YEARS OF CONTINUOUS SERVICE

1 through 4 years
5 through 9 years
10 through 14 years
15 or more years

VACATION LEAVE

96 hours per year
120 hours per year
160 hours per year
200 hours per year

Section 2. An employee who has completed six (6) months of service with the County may use vacation leave. The elected official/department head, however, may grant vacation 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 elected official/department head or his/her designee shall endeavor to schedule work production to allow

employees to take vacation at the time requested, the needs of the Office/Department shall take precedence in scheduling of vacations. For DCSO employees, vacation leave procedures will be followed as stated in the current DCSO Vacation Leave Procedures General Order.

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

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

Section 6. Vacation leave in excess of 240 hours shall not be carried forward from one calendar year to the next calendar year.

Section 7. Where an employee's vacation leave, scheduled pursuant to the provisions of Article 9, Section 3, is canceled by the elected official/department head, 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 will not be charged against his/her accumulated vacation leave. The provisions of this section shall only apply to vacation that is scheduled pursuant to the normal bidding process and shall not apply where an employee cancels vacation, which is to be rescheduled at a later date.

Section 8. For the Sheriff's Office only, for vacation requests made after the normal bidding process is completed, employees will be notified in writing as soon as is reasonable possible as to whether the vacation request has been approved or denied, but no later than fifteen (15) calendar days after the request is submitted.

ARTICLE 10 - DISCIPLINE

Section 1. Disciplinary actions shall include the following: Oral Reprimand, Written Reprimand, Demotion, Suspension and Discharge. All disciplines shall be effective for not more than the twelve (12) months following such action; thereafter, they shall not be used for any further discipline or in the determination of a promotion.

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. When the elected official/department head or his/her designee chooses to counsel the employee, such counseling shall be documented on the approved County counseling form. Counseling shall not be considered to be discipline. The elected official/department head or his/her designee shall keep the original of the counseling form and give the employee a copy. This form will not be placed in the employees' personnel file that is maintained in the County's Human Resources Department.

Section 2. Disciplinary action may be imposed on an employee only for just cause. Any disciplinary actions-for employees who have completed their probationary period shall be subject to the grievance procedure. Oral and Written reprimands can be grieved within the office/department, but cannot be appealed to the Civil Service Commission.

If the employee's supervisor 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 3A. For the Sheriff's Office:

For disciplinary action that requires a pre-disciplinary hearing, notice of the pre-disciplinary hearing must be issued to the employee within thirty (30) working days from the time said incident becomes

known to any supervisor in the employee's direct chain of command. If the notice is sent to the employee by certified mail, the date that the notice is mailed will be the effective date for purposes of this section.

For disciplinary action that does not require a pre-disciplinary hearing, the actual disciplinary action itself must be issued to the employee within fifteen (15) working days from the time said incident becomes known to any supervisor in the employee's direct chain of command. If the disciplinary action is sent to the employee by certified mail, the date that the notice is mailed will be the effective date for purposes of this section.

The time limit above may be extended upon mutual agreement of the Sheriff and the Union.

For the other offices/departments covered by this Agreement:

For disciplinary action that requires a pre-disciplinary hearing, notice of the pre-disciplinary hearing must be issued to the employee within ten (10) working days from the time said incident becomes known to any supervisor in the employee's direct chain of command. If the notice is sent to the employee by certified mail, the date that the notice is mailed will be the effective date for purposes of this section.

For disciplinary action that does not require a pre-disciplinary hearing, the actual disciplinary action itself must be issued to the employee within ten (10) working days from the time said incident becomes known to any supervisor in the employee's direct chain of command. If the disciplinary action is sent to the employee by certified mail, the date that the notice is mailed will be the effective date for purposes of this section.

The time limit above may be extended upon mutual agreement of the elected official/department head and the Union.

Section 4. An employee subject to suspension or discharge shall be given reasonable written notice thereof setting forth the reasons for said action. Upon the employee's written request, the disciplinary document shall not be given to the Union's business manager, but a copy of the employee's written request shall.

Section 5. After the elected official/department head issues a demotion, suspension or termination, the employee may meet with the elected official/department head to discuss any concerns the employee has regarding the discipline. That meeting shall be held as soon as is reasonably possible after the employee makes the request. The Union may be present at that meeting. The employee and the Union are still responsible for meeting all applicable appeal deadlines established by state statute and Civil Service rules.

Section 6. The term "working days" as used in this article shall mean Monday through Friday, including the floating holiday, but excluding weekends and all of the other holidays listed in this contract.

ARTICLE 11 - GRIEVANCE PROCEDURE

Section 1. "Grievance" as defined in this Agreement is a claim of an employee arising during the term of this Agreement, which is limited to matters concerning the application, meaning or interpretation of this Agreement, excluding disciplinary actions involving suspensions, demotions and terminations. For suspensions, demotions and terminations, Section 1A of this article shall apply. The selection or the assignment of supervisory employees is the sole responsibility of the elected official/department head and shall not be the subject of a grievance. Supervisory employees shall include the employee'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 employees or other practices and policies of the

County with respect to annuities or group insurance shall be determined by the County and shall not be considered a grievance nor subject to the grievance procedure.

Section 1A. Any employee or his/her Union Representative choosing to appeal a disciplinary action involving demotion, suspension or termination shall do the following to perfect their appeal:

Step 1. Within ten (10) calendar days from receiving a notice of a demotion, suspension or termination, the employee shall submit his/his appeal in writing to the Douglas County Civil Service Commission.

Step 2. Upon receipt of the appeal, the Civil Service Commission will hold a hearing and will issue, within five working days of said hearing, a written decision pursuant to the Commission's written procedures.

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

Section 4. Any grievance shall 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 "working days" as used in this Article shall mean Monday through Friday, including the floating holiday, but excluding weekends and the other holidays listed in this contract.

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

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

Step 2. If satisfactory settlement is not reached under Step 1, copies of all correspondence between the employee and the non-bargaining unit supervisor shall be presented to the elected official/department head or his/her designated representative within five (5) working days from the date any decision was made by the non-bargaining unit supervisor under Step 1. The elected official/department head shall respond in writing to the employee presenting the grievance within five (5) working days. A copy of the response shall be provided to the Union 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 from a written reprimand within five (5) working days at Step 1 or Step 2 shall result in the written reprimand being nullified and removed from the employee's personnel file.

ARTICLE 12 - INSURANCE AND PENSION BENEFITS

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

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

The above-listed cost sharing represents a change from the previous contract and shall be effective as soon as it can be implemented by the Human Resources department.

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

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

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

The following pension benefit changes shall apply to bargaining unit employees hired after September 11, 2012 :

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

Section 3. 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.

ARTICLE 13 - SICK LEAVE

Section 1. Sick leave shall be earned each month by full-time employees at the rate of 112 hours per year pro rated over twenty-six (26) pay periods at 4.308 hours per pay period.

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

The employees shall work or be on paid leave 50% or more of the regularly scheduled hours of such period before the employee is entitled to earn sick leave.

Section 1A. If an employee 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 elected official/department head, in addition to bringing a certified release from the employee's doctor. Failure to observe this regulation will exempt an employee from the active payroll until the examination is taken.

Section 2. Except as provided in Sections 6 and 7 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, unless the sick leave request is approved by the elected official/department head or his/her designated representative.

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 4. Employees shall also be entitled to use up to six (6) of their earned sick days per year to care for an immediate family member (parent, spouse, children or grandchildren), who has a non-FMLA qualifying event. This allotment will be considered as part of the eighty (80) hours per year that employees may use annually for FMLA qualifying illnesses or injuries, pursuant to Article 16, Section 2a.5 of the Douglas County Civil Service Personnel Policy Manual.

Section 5. An employee 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 employee must submit to the elected official/department head medical certification thereof.

Section 6. Where an employee is absent because of injury or sickness covered by the Nebraska Worker's Compensation Act, such employee may utilize earned sick leave to the extent that when added to the compensation payable under Worker's Compensation, it would equal the employee's regular rate of pay.

Section 7. The employee will be entitled to unlimited accrual of earned unused sick leave, however, only 1,440 hours of sick leave will be compensable at the rate of regular pay, payable at times of illness or injury where the employee is unable to work according to terms set forth elsewhere in this Contract, defining sickness or injury.

Section 8. 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 1,440 hours shall be applied to the employee's pension as per the Retirement Policy.

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

ARTICLE 14 - FUNERAL LEAVE

Section 1. Where there is a death of an employee's mother, father, step-mother, step-father, spouse, children, step-children, or a minor individual for whom the employee has assumed the legal rights, duties and responsibilities of a parent, the employee may utilize funeral leave not to exceed five (5) working days. For the Clerk of the District Court employees, each employee will be allowed funeral leave not to exceed five (5) working days for the death of one step-mother and one step-father only during their employment with Douglas County.

Where there is a death of an employee's grandparent, grandchild, brother, sister, stepbrother, stepsister, half brother, half sister, current mother-in-law, current father-in-law, current daughter-in-law or current son-in-law, an employee may utilize funeral leave not to exceed three (3) working days. Where there is a death of a current brother-in-law, current sister-in-law, aunt, uncle or any person related by blood or marriage and who is not more distant than a 2nd cousin, great aunt, great uncle, or any person who at the time of death was a resident of the household of the employee, the employee may utilize up to one (1) working day of funeral leave. Any funeral leave must be approved by the employee's supervisor prior to it being taken. However, it is agreed that 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. If working in a twenty four (24) hour operation, then the day off shall be determined by the elected official/department head or supervisor.

ARTICLE 15 - MANAGEMENT RIGHTS

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

ARTICLE 16 - MANAGEMENT RIGHT OF CONTRACTING AND SUB-CONTRACTING

Section 1. The Union 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 Union, nor to discriminate against any employees.

Section 2. If the contracting out or subcontracting of bargaining unit work has the effect of eliminating bargaining unit jobs, the elected official/department head 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 elected official/department head the necessity and effect on bargaining unit employees.

ARTICLE 17 - OVERTIME

Section 1. Except as otherwise provided in the Article, overtime shall be paid in accordance with any Fair Labor Standards Act provisions affecting bargaining unit employees.

Section 2. Full-time non-exempt employees shall be paid 1 ½ times their regular rate of pay for all hours worked in excess of eight (8) hours in a day and in excess of forty (40) hours in any week (or in excess of ten hours in a day and forty (40) hours in any week for those employees whose workweek consists of four ten-hour days or in excess of nine hours in a day and forty (40) hours in any week for those employees whose workweek consists of four nine-hour days and one four-hour day).

No employee shall work overtime unless the overtime is first approved by his/her immediate supervisor or the elected official/department head or his/her designee. If the employee works overtime without such prior approval, he/she may be subjected to disciplinary action.

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

Section 4. The elected official/department head shall distribute overtime on a fair and equitable basis among bargaining unit employees who are qualified to perform the required overtime work.

Section 5. If an employee is required to work overtime, for over one (1) hour after his/her regular shift, he/she will receive a minimum of two (2) hours pay unless he/she has been notified at least one (1) hour in advance.

Section 6. An employee who has worked four (4) hours beyond his/her regular scheduled shift shall receive a ½ hour paid lunch period.

Section 7. Except for employees in the Clerk of the District Court office, which doesn't offer compensatory time, employees who are classified as non-exempt (employees who earn overtime) shall have the option of accruing compensatory leave at the rate of one and one-half (1 ½) times their actual numbers of hours worked in lieu of the overtime payments. Such non-exempt employees may accrue a maximum of 240 hours of compensatory time.

The compensatory time off shall be taken at a time mutually agreed upon by the employee and his/her supervisor.

At any time, the elected official/department head or his/her designee may convert all or part of an employee's earned compensatory time into monetary compensation and pay it to the employee. The employees may, in emergency circumstances, request that the elected official/department head, or his/her designee, convert all or part of their accrued compensatory time into monetary compensation. Whether an emergency circumstance exists will be determined by the elected official/department head or his/her designee. The elected official/department head, or his/her designee, shall have the discretion to approve or deny such requests.

If the employee has designated a date on which he/she will take his/her compensatory time, and that date is approved by the elected official/department head or his/her designee, then the elected official/department head or his/her designee cannot cancel that compensatory time and pay the employee in the form of monetary compensation, unless it is done more than thirty (30) days from the date the employee has scheduled to take the time off. The only exception to this will be for emergency

circumstances. Whether an emergency circumstance exists will be determined by the elected official/department head or his/her designee. Once the employee has elected to be paid for those additional hours worked by compensatory time, he/she may not elect to change their option and be paid in the form of monetary compensation.

It is understood that the usage of compensatory time is to be requested in the same manner and fashion as vacation leave. Any such denial of compensatory time shall be made for business reasons and the elected official/department head and/or the employee's supervisor shall not unreasonably deny the employee's request to use compensatory time.

ARTICLE 18 - HOURS OF WORK, MINIMUM TIME PAY ALLOWANCES AND SHIFT DIFFERENTIAL

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

Section 2. Where a non-exempt employee is called to duty during his/her off-duty time, such employee shall be paid for a minimum of two (2) hours at the rate of one and one-half (1 ½) or the actual number of hours worked up to the beginning of his/her regularly scheduled duty shift at the rate of one and one-half (1 ½), whichever is greater.

Section 3. With the exception of Sheriff's employees, employees' regularly scheduled shift shall begin between the hours of 7:00 a.m. and 9:00 a.m. and end between the hours of 3:30 p.m. and 5:30 p.m.

Section 4. All employees shall work eight and one-half (8 ½) consecutive hour per day with one (1) paid fifteen (15) minute break during their first four (4) hours of their shift and one (1) paid fifteen minute break during the last four (4) hours of their shift and one unpaid thirty (30) minute lunch period. Breaks may be used to extend the lunch period with approval of the elected official/department head.

Section 5. Employees shall be provided a minimum of one (1) week advance notice when there is a change in the hours of their regularly scheduled duty shift. The notice is effective when made one (1) week prior to the commencement of the newly scheduled duty shift except in the case of emergency. In that event, the terms of Section 2 of this Article shall not apply.

Section 6. A 'standard' weekly work schedule consists of five eight and one-half (8.5) hour days, however, a Department Director/Elected Official in his/her sole discretion, may agree to allow a voluntary 'alternative' schedule(s) of hours for some or all staff. 'Alternative' schedules may include allowing staff to work four nine and one-half (9.5) hour days and one four-hour day, or to work four ten and one-half (10.5) hour days.

'Alternative' weekly schedules may/may not be available only during certain periods of the year (seasonal) and weeks may/may not be consecutive. Schedules must be coordinated with other available staff and/or the needs of each Department/Office and an individual's 'alternative' workweek may be scheduled every week, every other week or every third week, etc. An individual's specific weekday off (or 'half-day' off) will remain at the scheduling discretion of the Department Director/Elected Official. Determining when and how to implement 'alternative' schedule(s) will remain at the discretion of the Department Director/Elected Official on an individual staff basis.

During a week that has (have) an official holiday(s), employees will revert to the 'standard' work hours of five eight-hour days, per the direction of the Department Director/Elected Official. The Department Directors/Elected Officials reserve the right to rescind 'alternative' weekly schedule(s) if found problematic and not beneficial to the operation and/or to overall office staffing needs. For the purposes of

Funeral Leave (Art. 14) any working day during an 'alternative' workweek will be treated as one (1) entire working day regardless of the actual scheduled hours.

Section 7. For employees in the Sheriff's Office, those who work a full shift that begins during the premium pay period of 3 p.m. to 11 p.m. and 11 p.m. to 7 a.m. shall receive a shift differential of fifty cents (.50). An employee who works part of the shift during any premium pay period shall receive the shift differential only for those hours worked during the premium pay period.

For all of the other offices/departments covered by this contract, in the event than an evening shift may be added to a particular office/department, employees who work a full shift which begins during the premium pay period shall receive a shift differential of thirty-four cents (.34) per hour for the entire shift, beginning at or after 3:00 p.m. and ending at or before 11:00 p.m.

If an employee who is assigned to work either of the above-referenced shifts works only part of the premium pay period, that employee shall receive the shift differential only for those hours worked during the premium pay period.

Section 8. If an employee in the Sheriff's Office is required to attend court or attend an administrative tribunal, he/she shall be compensated at the higher of a minimum of four (4) hours straight time or at the applicable overtime rate. For employees in the other offices/departments covered by this contract, the employee shall be compensated at the higher of a minimum of three (3) hours straight time or at the applicable overtime rate.

Section 9. For employees in the Sheriff's Office, employees who are required to be on standby after normal hours of work, this includes carrying a cell phone or pager, shall receive one (1) hour of pay at their regular rate of pay for each day they are required to be on standby.

ARTICLE 19 - WORK ASSIGNMENTS AND DETAILING

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

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

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

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

Section 5. The elected official/department head shall maintain an accurate listing of all employees working a detail assignment and/or temporary transfer within a different classification. The Union business agent and stewards will have access to such records upon request.

Section 6. The Elected Official/Department Head or his/her designee may also temporarily assign employees to perform the duties of a different job in the same or lower pay grade. In that event, the assigned employees shall continue to be paid the same rate of pay that they were earning prior to the assignment.

ARTICLE 20 - MISCELLANEOUS PROVISIONS AND BILINGUAL PAY

Section 1. All employees are responsible to their immediate supervisor in the first instance. In their absence, the normal supervisory chain of command will prevail. Employees are not required to take work directives from anyone other than the above, except in emergency situations.

Section 2. The elected official/department head shall provide a bulletin board(s) in all departments of their office/department, sufficient to post non-controversial notices of Union meetings, elections, social and recreational affairs, and notices of other Union activities. Any material posted on the bulletin boards shall be identified by authentication and authorized by an officer of the Union.

Section 3. With the exception of processing grievance matters and negotiating contracts, the Union will not be allowed to transact any business on County time. Stewards must ask their supervisor for permission to leave their jobs to investigate and adjust grievances and such permission shall be granted without unreasonable delay. Further, bargaining unit representatives are required to provide reasonable advanced notice to their supervisors regarding their need to attend scheduled Union negotiations with the County. It is further agreed that this provision shall be limited to periods of regular pay. Neither the County nor the elected official/department head is under any obligation to pay stewards for time spent in grievance meetings when they are not scheduled to work. The County and the elected official/department head will allow Union representatives to enter County property to conduct Union business. However, the County and the elected officials/department heads reserve the right to exclude such meetings from any and all work areas of County property. Such meetings shall not interfere with the orderly and efficient operation of County business.

Section 4. The Union agrees to provide written notification to the County and elected officials/department heads as to the identity of the Union representatives, stewards and other Union officials who are elected or selected to enforce the contract on behalf of the Union. Said notification shall occur no later than seven (7) working days after those representatives, stewards and other Union officials begin their official duties.

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

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

Section 7. If an employee does not report for work because of inclement weather and the office/department is open for County business, the employee will be docked for all hours not worked.

However, if an employee has leave available, he/she may exercise the use of leave time, with the exception of sick leave, for hours not worked due to inclement weather.

Section 8. All drug testing of employees shall be conducted pursuant to the Douglas County Drug Testing Policy, as set out in Article 25 of the Douglas County Civil Service Commission Policy Manual, version dated *August 1, 2008, Updated February 2015*, as amended (version in use as of January 1, 2019).

Section 9. These bilingual pay provisions shall only apply to those covered employees who do not have a bilingual requirement in their position description, however are authorized to use their bilingual skills for the betterment of a specific County Department/Elected Office. Directors/Elected Officials shall determine which languages qualify for bilingual pay, if any. The Director/Elected Official will also determine how many qualified bilingual employees will be needed (if any) at any given time and will create an official list of those employees who qualify for the bilingual pay. The Director/Elected Official shall have the discretion to determine how many employees will be on that list.

A bilingual proficiency examination may be developed (or obtained) and administered by the Douglas County Human Resources Department or by a contracted external testing entity. Employees on the approved list may be required to demonstrate their continued bilingual proficiency on an annual basis, by taking an annual examination developed (or obtained) and administered by the Human Resources Department. If administered, the employees must pass this examination to remain on the approved list. If an employee fails to pass the annual follow-up examination, they will immediately be removed from the list and bilingual compensation terminated. 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 Director/Elected Official or his/her designee prior to such removal.

Full-time employees on the approved list will receive bilingual pay of \$75.00 per month and part-time employees will receive bilingual pay of \$37.50 per month for as long as they are actually required to use their bilingual skills. Those on the approved list will receive the bilingual pay regardless of whether they actually use their bilingual skills, and regardless of how many times they 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 shall receive only the \$75.00 or \$37.50 per month regardless of whether they speak multiple languages.

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. 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 work time, the employee will be paid for that time.

ARTICLE 21 - LABOR-MANAGEMENT COMMITTEE

Section 1. The parties recognize the benefits of exploration and study of current and potential problems and differences by meetings of representatives of the parties and an exchange of views and information without the stresses and time limitations which may exist at the bargaining table. Accordingly, the parties agree to establish a committee to function during the term of this Agreement, for the purpose of developing approaches and possible solutions to matters of vital concern to the County, the elected official/department head and the Union. Consequently, a Labor-Management Committee may be established in each office/department as follows:

A. The elected official/department head, County and the Union may establish a Labor Management Committee to study, explore and make recommendations to the parties during the life of this Agreement concerning labor relations problems referred to the committee by the parties.

B. The Committee shall consist of not more than six (6) members. The Union shall be represented by not more than three (3) members, one of whom will act as co-chairperson. The Union representatives shall be selected by the Union's Business Representative or his/her designee. The elected official/department head shall be represented by not more than three (3) members, one of whom will act as the other co-chairperson. The elected official/department head's representatives shall be selected by the elected official/department head or his/her designee.

C. Persons from either party who are involved in a subject under discussion may be brought into committee meetings by joint agreement of the co-chairpersons.

D. The Committee's authority shall be limited to discussion, exploration and study of subjects referred to it by the parties. Any committee recommendations to the parties are to be on a confidential basis.

E. The Committee shall have no authority to bargain for the parties on any issue or to determine the disposition of any grievances that the Committee may review.

F. Each party shall pay the expenses incurred by its permanent committee members.

G. The Committee shall not engage in collective bargaining nor in any way modify, add to or detract from the provisions of this Agreement.

H. 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 22 - EDUCATIONAL SEMINARS AND CONFERENCES

If an employee is required to attend any conference or seminar relating to his/her employment (including educational seminars required for the employee to obtain or retain job licensure), such time shall be considered "hours worked" according to the Fair Labor Standards Act. The elected official/department head shall pay any registration fees for any such conferences and seminars.

ARTICLE 23 - TUITION REIMBURSEMENT

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

Section 2. Tuition Reimbursement is available for:

- Courses that are directly related to the employee's current job and would improve their skills on the job.

- Courses within relevant Associate's, Bachelor's and Master's Degree programs. Acceptable degree programs are those that relate to County employment, functions or services.

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

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

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

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

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

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

ARTICLE 24 - CONSTRUCTION OF AGREEMENT AND SAVINGS CLAUSE

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

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

Section 3. Should any Article 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 that 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 rules and regulations that purports to adversely affect this Union 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 Union.

ARTICLE 25 - SHERIFF'S OFFICE UNIFORMS

Section 1. The County, by and through the Sheriff, will provide to the employees a list of authorized vendors, from which employees may purchase uniform and equipment items that are required by the Sheriff. Any employee who is required to wear a uniform, per Section 2 below, and who damages any item of such uniform during the course of his/her official duties, shall have such item replaced by the Sheriff at no cost to the employee upon surrendering such damaged item to the Sheriff or his/her designee.

Section 2.

Employees covered by this agreement who are required to wear uniforms will receive an annual uniform allowance to cover the cost, maintenance and replacement:

CSI:

Upon initial hire, each employee will be provided a uniform allowance of five hundred dollars (\$500) to purchase and maintain the required uniform, which shall be paid to the employee in one lump sum. The Sheriff or his/her designee will determine the specifications for the required uniform.

For each year thereafter during the term of this contract, each employee will be provided a uniform allowance of three hundred dollars (\$300) to purchase and maintain the required uniform. The uniform allowance will be paid in one lump sum in the first pay period after January 1st of each contract year.

During the first year of employment in a position covered by this contract, the employee shall receive the \$500 uniform allowance, but not the \$300 allowance that is paid during each subsequent year.

Building Security Officer (BSO) and Property and Evidence:

Upon initial hire, each employee will be provided a uniform allowance of five hundred dollars (\$500) to purchase and maintain the required uniform, which shall be paid to the employee in one lump sum. The Sheriff or his/her designee will determine the specifications for the required uniform.

For each year thereafter during the term of this contract, each employee will be provided a uniform allowance of three hundred dollars (\$300) to purchase and maintain the required uniform.

During the first year of employment in a position covered by this contract, the employee shall receive the \$500 uniform allowance, but not the \$300 allowance that is paid during each subsequent year.

Property and Evidence: The \$300 will be paid in one lump sum in the first pay period after January 1st of each contract year.

Building Security: The \$300 will be paid in one lump sum in the first pay period after January 1st of each contract year.

Entrance Security Officers (ESO)

Upon initial hire, each employee will be provided a uniform allowance of six hundred dollars

(\$600) to purchase and maintain the required uniform, which shall be paid to the employee in one lump sum. The Sheriff or his/her designee will determine the specifications for the required uniform.

For each year thereafter during the term of this contract, each employee will be provided a uniform allowance of four hundred dollars (\$400) to purchase and maintain the required uniform. The \$400 will be paid in one lump sum in the first pay period after January 1st of each year.

The DCSO will provide at no cost to the ESO, an appropriate bullet-resistant vest ("body armor") from an approved County vendor. All approved body armor will be rated at a 'Level II' armor protection level or better. The DCSO will provide the ESO with the brand-name and model number of the approved standard vest. ESOs interested in selecting a different vest may do so with the prior approval of their bureau commander and will pay the difference in the cost of the alternative vest from their own funds.

It will be the ESO's sole responsibility to clean, maintain and/or to replace or repair the vest, if personally damaged, lost or stolen. The DCSO will replace or repair a vest if damaged due to a line-of-duty incident. It will also be the ESO's responsibility to replace the vest once it has reached the manufacturer's service life expiry date. If there is no date listed on a vest, or if the date is unreadable, the vest should be replaced within five (5) years of the original purchase date per DCSO General Order and/or policy.

An ESO who leaves service prior to their one-year anniversary as an ESO will be required to reimburse the DCSO for a portion of the cost of the bullet-resistant vest he/she was provided. The amount of the reimbursement will be calculated on a pro-rata basis, reflecting the days remaining toward the completion of the ESO's one-year of service (the following formula will be used: "daily rate" = dollar cost of the vest paid by the DCSO ÷ 365).

Title Inspection:

Upon initial hire, each employee will be provided a uniform allowance of three hundred dollars (\$300) to purchase and maintain the required uniform, which shall be paid to the employee in one lump sum. The Sheriff or his/her designee will determine the specifications for the required uniform.

For each year thereafter during the term of this contract, each employee will be provided a uniform allowance of two hundred dollars (\$200) to purchase and maintain the required uniform. Beginning January 1, 2010, the \$200 will be paid in one lump sum in the first pay period after January 1st of each contract year.

During the first year of employment in a position covered by this contract, the employee shall receive the \$300 uniform allowance, but not the \$200 allowance that is paid during each subsequent year.

Section 3. Douglas County will bear the expense of uniform replacement in case of destruction due to an on-duty action.

Section 4. If an employee leaves their employment during the first year in a position covered by this contract, the employee shall reimburse the County (CSI, Building Security and Property and Evidence - \$1.92 per day), (Entrance Security - \$2.31 per day, plus the required pro-rata amount for the bullet-resistant vest) and (Title Inspection - \$1.15 per day) for each day remaining in that contract year.

Section 5. In addition to any disciplinary action that may be imposed, any employee who does not meet the required uniform standards of inspection for those items required by an employee's classification, and

after one week notice has not met the standard, shall have their uniform allowance reduced by \$1.15 per work day (Title Inspection \$.77) for each day thereafter until the standard is met (This amount would be \$1.92 per work day (Title Inspection \$1.15) if this situation occurs during the employee's first year of employment).

ARTICLE 26 - DURATION OF AGREEMENT

Section 1. This Agreement between Local 571 of International Union of Operating Engineers, the Douglas County Sheriff, Douglas County Treasurer, Douglas County Clerk of the District Court and Douglas County, Nebraska shall be in effect for a four-year period, commencing January 1, 2018, and terminating 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. No reopeners are permitted unless it is agreed to in writing by all parties to this Agreement. Any amendment supplemental hereto shall not be binding upon any of the parties unless executed in writing by the parties hereto. It is further understood and agreed to that Local 571 International Union of Operating Engineers will have their demands for the contract period beginning January 1, 2022, presented to the elected officials and the Douglas County Board of Commissioners by October 1, 2021. Negotiations for the contract period beginning January 1, 2022, will begin no later than October 1, 2021.

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.

International Union of Operating Engineers,
Local 571

Douglas County Sheriff

By: _____

Douglas County Clerk of the District Court

Douglas County, Nebraska

County Board Chair

APPROVED AS TO FORM:

Douglas County Treasurer

Deputy County Attorney

APPENDIX A

WAGES

I. TREASURER

The following wage scales are for the period January 1, 2018 – December 31, 2018, and reflect a 1.5 % increase to the previous year's wage scales (2017):

OCC	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
388	Accounting Specialist I	18.66	19.52	20.42	21.39	22.37	23.39	24.49	25.59	26.78
389	Accounting Specialist II	21.40	22.24	23.12	24.06	25.02	26.01	27.07	28.13	29.24
672	Customer Information Technician	17.83	18.69	19.55	20.45	21.41	22.40	23.43	24.49	25.64
651	Customer Service Technician	17.33	18.08	18.83	19.64	20.50	21.39	22.29	23.25	24.25
699	Inventory Control Technician	20.46	21.29	22.17	23.04	23.97	24.94	25.93	26.97	28.06
551	Master Teller	22.57	23.27	23.98	24.73	25.48	26.27	27.11	27.93	28.81
648	Secretary II	17.21	17.91	18.73	19.52	20.35	21.22	22.14	23.07	24.06
	Range Positions		Minimum		Maximum		Basis			
695	Technology Systems Spec. I		25.84		38.74		Hourly			
696	Technology Systems Spec. II		28.52		42.80		Hourly			

The following wage scales are for the period January 1, 2019 – December 31, 2019, and reflect a 1.5 % increase to the previous year's wage scales (2018):

OCC	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
388	Accounting Specialist I	18.94	19.81	20.73	21.71	22.71	23.74	24.86	25.97	27.18
389	Accounting Specialist II	21.72	22.57	23.47	24.42	25.40	26.40	27.48	28.55	29.68
672	Customer Information Technician	18.10	18.97	19.84	20.76	21.73	22.74	23.78	24.86	26.02
651	Customer Service Technician	17.59	18.35	19.11	19.93	20.81	21.71	22.62	23.60	24.61
699	Inventory Control Technician	20.77	21.61	22.50	23.39	24.33	25.31	26.32	27.37	28.49
551	Master Teller	22.91	23.62	24.34	25.10	25.86	26.66	27.52	28.35	29.24
648	Secretary II	17.47	18.18	19.01	19.81	20.66	21.54	22.47	23.42	24.42
	Range Positions		Minimum		Maximum		Basis			
695	Technology Systems Spec. I		26.23		39.32		Hourly			
696	Technology Systems Spec. II		28.95		43.44		Hourly			

The following wage scales are for the period January 1, 2020 – December 31, 2020, and reflect a 1.5 % increase to the previous year's wage scales (2019):

OCC	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
388	Accounting Specialist I	19.22	20.11	21.04	22.03	23.05	24.09	25.23	26.36	27.58
389	Accounting Specialist II	22.04	22.91	23.82	24.78	25.78	26.80	27.89	28.98	30.13
672	Customer Information Technician	18.37	19.25	20.14	21.07	22.05	23.08	24.13	25.23	26.41
651	Customer Service Technician	17.85	18.62	19.40	20.23	21.12	22.03	22.96	23.96	24.98
699	Inventory Control Technician	21.08	21.94	22.84	23.74	24.70	25.69	26.72	27.78	28.91
551	Master Teller	23.26	23.98	24.71	25.47	26.25	27.06	27.93	28.78	29.68
648	Secretary II	17.73	18.46	19.29	20.11	20.97	21.87	22.81	23.77	24.78
	Range Positions		Minimum		Maximum		Basis			
695	Technology Systems Spec. I		26.62		39.91		Hourly			
696	Technology Systems Spec. II		29.38		44.10		Hourly			

The following wage scales are for the period January 1, 2021 – December 31, 2021, and reflect a 2.0 % increase to the previous year's wage scales (2020):

OCC	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
388	Accounting Specialist I	19.60	20.51	21.46	22.47	23.51	24.57	25.74	26.89	28.14
389	Accounting Specialist II	22.48	23.37	24.30	25.28	26.29	27.34	28.45	29.56	30.73
672	Customer Information Technician	18.74	19.64	20.54	21.49	22.49	23.54	24.62	25.74	26.94
651	Customer Service Technician	18.21	19.00	19.79	20.64	21.55	22.47	23.42	24.44	25.48
699	Inventory Control Technician	21.50	22.38	23.29	24.21	25.19	26.21	27.25	28.34	29.49
551	Master Teller	23.72	24.46	25.20	25.98	26.77	27.60	28.49	29.35	30.27
648	Secretary II	18.09	18.83	19.68	20.51	21.39	22.30	23.26	24.24	25.28
	Range Positions		Minimum		Maximum		Basis			
695	Technology Systems Spec. I		27.16		40.71		Hourly			
696	Technology Systems Spec. II		29.97		44.98		Hourly			

II. SHERIFF

Crime Scene Investigators I: Failure to complete the IAI Level One Certification by the end of the three year period from the date of hire will result in termination from employment.

Qualifications to promote to a CSI II (When employee meets these qualifications, the Sheriff shall promote the employee to the CSI II position):

- Three (3) year minimum work experience within the Douglas County Sheriffs Crime Scene Investigation Unit or equivalent.

- IAI Level One Certification: Upon successful completion, the Douglas County Sheriff's Office shall reimburse the employee for the IAI Level One Certification test.)

Promotions to the CSI II position will be done by division classification seniority.

Employees being promoted within the Sheriff's Office to a classification with a higher pay scale will receive an increase by moving to the next highest step or one which results in at least a \$1.00/hour increase.

The following wage scales are for the period January 1, 2018 – December 31, 2018, and reflect a 1.5 % increase to the previous year's wage scales (2017):

OCC	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
657	Civil Process Server I	19.38	20.12	20.92	21.73	22.58	23.45	24.38	25.35	26.35
694	Civil Process Server II	21.52	22.35	23.24	24.14	25.08	26.04	27.09	28.11	29.19
518	Crime Scene Investigator I	21.52	22.35	23.24	24.14	25.08	26.04	27.09	28.11	29.19
552	Crime Scene Investigator II	23.91	24.83	25.81	26.82	27.85	28.96	30.07	31.27	32.49
553	Crime Scene Investigator III	26.26	27.13	28.01	28.94	29.88	30.86	31.86	32.91	33.99
524	Central Control Operator	14.67	15.11	15.62	16.13	16.64	17.19	17.74	18.31	18.89
674	Entrance Screening Officer I	17.98	18.54	19.13	19.73	20.37	21.02	21.68	22.37	23.08
682	Entrance Screening Officer II	20.62	21.55	22.52	23.54	24.61	25.71	26.85	28.03	29.29
434	Forensic Chemist I	23.20	24.08	25.01	25.94	26.95	27.97	29.05	30.17	31.31
437	Forensic Chemist II	26.67	27.70	28.74	29.85	30.99	32.18	33.40	34.68	36.01
438	Forensic Chemist III	30.02	31.45	32.95	34.52	36.15	37.88	39.68	41.53	43.50
448	Latent Print Examiner I	23.20	24.08	25.01	25.94	26.95	27.97	29.05	30.17	31.31
449	Latent Print Examiner II	26.67	27.70	28.74	29.85	30.99	32.18	33.40	34.68	36.01
450	Latent Print Examiner III	30.02	31.45	32.95	34.52	36.15	37.88	39.68	41.53	43.50
668	Law Enforcement Tech I	16.83	17.58	18.35	19.17	20.05	20.94	21.88	22.85	23.85
669	Law Enforcement Tech II	20.62	21.55	22.52	23.54	24.61	25.71	26.85	28.03	29.29
519	Motor Vehicle Inspector	14.26	14.79	15.37	15.99	16.62	17.30	17.96	18.67	19.40
520	Property and Evidence Tech I	17.44	18.14	18.81	19.57	20.33	21.11	21.94	22.82	23.71
494	Property and Evidence Tech II	21.52	22.35	23.24	24.14	25.08	26.04	27.09	28.11	29.19
495	Security Officer	17.98	18.54	19.13	19.73	20.37	21.02	21.68	22.37	23.08

The following wage scales are for the period January 1, 2019 – December 31, 2019, and reflect a 1.5 % increase to the previous year's wage scales (2018):

OCC	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
657	Civil Process Server I	19.67	20.42	21.23	22.06	22.92	23.80	24.75	25.74	26.74
694	Civil Process Server II	21.84	22.69	23.59	24.50	25.46	26.44	27.50	28.53	29.63
518	Crime Scene Investigator I	21.84	22.69	23.59	24.50	25.46	26.44	27.50	28.53	29.63
552	Crime Scene Investigator II	24.27	25.20	26.20	27.22	28.27	29.39	30.53	31.74	32.98
553	Crime Scene Investigator III	26.65	27.54	28.43	29.37	30.33	31.32	32.34	33.40	34.50
524	Central Control Operator	14.89	15.34	15.86	16.37	16.89	17.45	18.01	18.59	19.17
674	Entrance Screening Officer I	18.25	18.82	19.42	20.03	20.68	21.34	22.01	22.71	23.43
682	Entrance Screening Officer II	20.93	21.87	22.86	23.89	24.98	26.10	27.25	28.45	29.73
434	Forensic Chemist I	23.55	24.44	25.38	26.33	27.35	28.39	29.49	30.62	31.78
437	Forensic Chemist II	27.07	28.11	29.18	30.30	31.45	32.66	33.90	35.20	36.55
438	Forensic Chemist III	30.47	31.93	33.44	35.04	36.70	38.45	40.27	42.16	44.16
448	Latent Print Examiner I	23.55	24.44	25.38	26.33	27.35	28.39	29.49	30.62	31.78
449	Latent Print Examiner II	27.07	28.11	29.18	30.30	31.45	32.66	33.90	35.20	36.55
450	Latent Print Examiner III	30.47	31.93	33.44	35.04	36.70	38.45	40.27	42.16	44.16
668	Law Enforcement Tech I	17.08	17.84	18.63	19.46	20.35	21.25	22.21	23.19	24.21
669	Law Enforcement Tech II	20.93	21.87	22.86	23.89	24.98	26.10	27.25	28.45	29.73
519	Motor Vehicle Inspector	14.47	15.01	15.60	16.23	16.86	17.56	18.22	18.95	19.69
520	Property and Evidence Tech I	17.70	18.41	19.09	19.86	20.64	21.43	22.27	23.16	24.07
494	Property and Evidence Tech II	21.84	22.69	23.59	24.50	25.46	26.44	27.50	28.53	29.63
495	Security Officer	18.25	18.82	19.42	20.03	20.68	21.34	22.01	22.71	23.43

The following wage scales are for the period January 1, 2020 – December 31, 2020, and reflect a 1.5 % increase to the previous year's wage scales (2019):

OCC	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
657	Civil Process Server I	19.96	20.73	21.55	22.39	23.27	24.16	25.12	26.12	27.15
694	Civil Process Server II	22.17	23.03	23.95	24.87	25.84	26.83	27.91	28.95	30.07
518	Crime Scene Investigator I	22.17	23.03	23.95	24.87	25.84	26.83	27.91	28.95	30.07
552	Crime Scene Investigator II	24.64	25.58	26.59	27.63	28.69	29.83	30.98	32.22	33.47
553	Crime Scene Investigator III	27.05	27.95	28.86	29.81	30.78	31.79	32.82	33.90	35.02
524	Central Control Operator	15.11	15.57	16.09	16.62	17.14	17.71	18.28	18.86	19.46
674	Entrance Screening Officer I	18.52	19.10	19.71	20.33	20.99	21.66	22.34	23.05	23.78
682	Entrance Screening Officer II	21.25	22.20	23.20	24.25	25.36	26.49	27.66	28.88	30.18
434	Forensic Chemist I	23.90	24.80	25.77	26.73	27.76	28.82	29.93	31.08	32.26
437	Forensic Chemist II	27.48	28.54	29.61	30.75	31.92	33.15	34.41	35.73	37.10
438	Forensic Chemist III	30.93	32.41	33.94	35.56	37.25	39.02	40.88	42.79	44.82
448	Latent Print Examiner I	23.90	24.80	25.77	26.73	27.76	28.82	29.93	31.08	32.26
449	Latent Print Examiner II	27.48	28.54	29.61	30.75	31.92	33.15	34.41	35.73	37.10
450	Latent Print Examiner III	30.93	32.41	33.94	35.56	37.25	39.02	40.88	42.79	44.82
668	Law Enforcement Tech I	17.34	18.11	18.91	19.75	20.65	21.57	22.54	23.54	24.57
669	Law Enforcement Tech II	21.25	22.20	23.20	24.25	25.36	26.49	27.66	28.88	30.18
519	Motor Vehicle Inspector	14.69	15.24	15.83	16.47	17.12	17.82	18.50	19.23	19.98
520	Property and Evidence Tech I	17.96	18.69	19.38	20.16	20.94	21.75	22.61	23.51	24.43
494	Property and Evidence Tech II	22.17	23.03	23.95	24.87	25.84	26.83	27.91	28.95	30.07
495	Security Officer	18.52	19.10	19.71	20.33	20.99	21.66	22.34	23.05	23.78

The following wage scales are for the period January 1, 2021 – December 31, 2021, and reflect a 2.0 % increase to the previous year's wage scales (2020):

OCC	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
657	Civil Process Server I	20.36	21.14	21.98	22.84	23.73	24.64	25.62	26.64	27.69
694	Civil Process Server II	22.61	23.49	24.42	25.36	26.36	27.37	28.47	29.53	30.68
518	Crime Scene Investigator I	22.61	23.49	24.42	25.36	26.36	27.37	28.47	29.53	30.68
552	Crime Scene Investigator II	25.13	26.09	27.12	28.18	29.27	30.43	31.60	32.86	34.14
553	Crime Scene Investigator III	27.59	28.51	29.44	30.41	31.40	32.42	33.48	34.58	35.72
524	Central Control Operator	15.41	15.88	16.41	16.95	17.48	18.07	18.64	19.24	19.85
674	Entrance Screening Officer I	18.89	19.49	20.11	20.73	21.41	22.09	22.78	23.51	24.25
682	Entrance Screening Officer II	21.67	22.64	23.67	24.73	25.86	27.02	28.21	29.46	30.78
434	Forensic Chemist I	24.38	25.30	26.28	27.26	28.32	29.40	30.53	31.70	32.90
437	Forensic Chemist II	28.03	29.11	30.21	31.37	32.56	33.81	35.10	36.45	37.84
438	Forensic Chemist III	31.55	33.05	34.62	36.27	37.99	39.81	41.69	43.64	45.71
448	Latent Print Examiner I	24.38	25.30	26.28	27.26	28.32	29.40	30.53	31.70	32.90
449	Latent Print Examiner II	28.03	29.11	30.21	31.37	32.56	33.81	35.10	36.45	37.84
450	Latent Print Examiner III	31.55	33.05	34.62	36.27	37.99	39.81	41.69	43.64	45.71
668	Law Enforcement Tech I	17.68	18.47	19.28	20.15	21.07	22.00	23.00	24.01	25.06
669	Law Enforcement Tech II	21.67	22.64	23.67	24.73	25.86	27.02	28.21	29.46	30.78
519	Motor Vehicle Inspector	14.99	15.54	16.15	16.80	17.46	18.17	18.87	19.61	20.38
520	Property and Evidence Tech I	18.32	19.06	19.76	20.56	21.36	22.19	23.06	23.98	24.92
494	Property and Evidence Tech II	22.61	23.49	24.42	25.36	26.36	27.37	28.47	29.53	30.68
495	Security Officer	18.89	19.49	20.11	20.73	21.41	22.09	22.78	23.51	24.25

III. VETERAN'S SERVICES

The following wage scales are for the period January 1, 2018 – December 31, 2018, and reflect a 1.5% increase to the previous year's wage scales (2017):

OCC	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
459	Asst. Service Officer	24.76	25.08	25.40	25.73	26.04	26.39	26.71	27.09	27.45
461	Sr. Asst. Service Officer	28.55	29.33	30.16	30.92	31.73	32.62	33.48	34.42	35.34
622	Veteran's Service Secretary	17.81	18.55	19.31	20.11	20.94	21.81	22.69	23.64	24.61

The following wage scales are for the period January 1, 2019 – December 31, 2019, and reflect a 1.5% increase to the previous year's wage scales (2018):

OCC	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
459	Asst. Service Officer	25.13	25.46	25.78	26.12	26.44	26.79	27.12	27.50	27.86
461	Sr. Asst. Service Officer	28.98	29.77	30.61	31.38	32.20	33.11	33.99	34.93	35.87
622	Veteran's Service Secretary	18.08	18.83	19.59	20.41	21.25	22.14	23.03	23.99	24.98

The following wage scales are for the period January 1, 2020 – December 31, 2020, and reflect a 1.5% increase to the previous year's wage scales (2019):

OCC	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
459	Asst. Service Officer	25.50	25.84	26.16	26.51	26.83	27.19	27.52	27.91	28.28
461	Sr. Asst. Service Officer	29.41	30.22	31.07	31.85	32.69	33.61	34.50	35.46	36.41
622	Veteran's Service Secretary	18.35	19.12	19.89	20.71	21.57	22.47	23.37	24.35	25.36

The following wage scales are for the period January 1, 2021 – December 31, 2021, and reflect a 2.0% increase to the previous year's wage scales (2020):

OCC	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
459	Asst. Service Officer	26.01	26.36	26.69	27.04	27.37	27.73	28.07	28.47	28.84
461	Sr. Asst. Service Officer	30.00	30.82	31.69	32.49	33.34	34.28	35.19	36.17	37.14
622	Veteran's Service Secretary	18.72	19.50	20.29	21.13	22.00	22.92	23.84	24.84	25.86

IV. PURCHASING

The following wage scales are for the period January 1, 2018 – December 31, 2018, and reflect a 1.5 % increase to the previous year's wage scales (2017):

OCC	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
862	Assistant Warehouse Supervisor	19.80	20.70	21.64	22.62	23.66	24.73	25.85	27.02	28.24
850	Garage Office Assistant	14.93	15.57	16.27	16.97	17.73	18.53	19.37	20.20	21.09
114	Mailroom Clerk I	13.71	14.37	15.06	15.78	16.52	17.35	18.18	19.03	19.93
115	Mailroom Clerk II	16.66	17.37	18.09	18.81	19.61	20.42	21.28	22.18	23.09
113	Parts Room Clerk	16.12	16.79	17.45	18.19	18.93	19.71	20.53	21.38	22.26
604	Printer Operator	17.32	18.09	18.91	19.73	20.60	21.53	22.49	23.50	24.54
625	Purchasing Bid Assistant	19.80	20.70	21.64	22.62	23.66	24.73	25.85	27.02	28.24
111	Purchasing Specialist	19.80	20.70	21.64	22.62	23.66	24.73	25.85	27.02	28.24
860	Warehouse Worker	16.12	16.79	17.45	18.19	18.93	19.71	20.53	21.38	22.26

The following wage scales are for the period January 1, 2019 – December 31, 2019, and reflect a 1.5 % increase to the previous year's wage scales (2018):

OCC	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
862	Assistant Warehouse Supervisor	20.10	21.01	21.96	22.96	24.01	25.10	26.24	27.42	28.66
850	Garage Office Assistant	15.15	15.80	16.51	17.23	18.00	18.81	19.66	20.50	21.41
114	Mailroom Clerk I	13.92	14.59	15.29	16.02	16.77	17.61	18.45	19.32	20.23
115	Mailroom Clerk II	16.91	17.63	18.36	19.09	19.90	20.73	21.60	22.51	23.44
113	Parts Room Clerk	16.36	17.04	17.71	18.46	19.21	20.01	20.84	21.70	22.59
604	Printer Operator	17.58	18.36	19.19	20.03	20.91	21.85	22.83	23.85	24.91
625	Purchasing Bid Assistant	20.10	21.01	21.96	22.96	24.01	25.10	26.24	27.42	28.66
111	Purchasing Specialist	20.10	21.01	21.96	22.96	24.01	25.10	26.24	27.42	28.66
860	Warehouse Worker	16.36	17.04	17.71	18.46	19.21	20.01	20.84	21.70	22.59

The following wage scales are for the period January 1, 2020 – December 31, 2020, and reflect a 1.5 % increase to the previous year's wage scales (2019):

OCC	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
862	Assistant Warehouse Supervisor	20.40	21.32	22.29	23.31	24.37	25.47	26.63	27.84	29.09
850	Garage Office Assistant	15.38	16.04	16.76	17.48	18.27	19.09	19.95	20.81	21.73
114	Mailroom Clerk I	14.13	14.81	15.52	16.26	17.02	17.87	18.73	19.61	20.54
115	Mailroom Clerk II	17.16	17.89	18.63	19.38	20.20	21.04	21.93	22.85	23.79
113	Parts Room Clerk	16.61	17.30	17.98	18.74	19.50	20.31	21.15	22.02	22.93
604	Printer Operator	17.84	18.63	19.48	20.33	21.23	22.18	23.17	24.21	25.28
625	Purchasing Bid Assistant	20.40	21.32	22.29	23.31	24.37	25.47	26.63	27.84	29.09

111	Purchasing Specialist	20.40	21.32	22.29	23.31	24.37	25.47	26.63	27.84	29.09
860	Warehouse Worker	16.61	17.30	17.98	18.74	19.50	20.31	21.15	22.02	22.93

The following wage scales are for the period January 1, 2021 – December 31, 2021, and reflect a 2.0 % increase to the previous year's wage scales (2020):

OCC	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
862	Assistant Warehouse Supervisor	20.81	21.75	22.74	23.77	24.86	25.98	27.17	28.39	29.67
850	Garage Office Assistant	15.69	16.36	17.10	17.83	18.63	19.48	20.35	21.23	22.16
114	Mailroom Clerk I	14.41	15.10	15.83	16.59	17.36	18.23	19.10	20.00	20.95
115	Mailroom Clerk II	17.50	18.25	19.01	19.76	20.61	21.46	22.37	23.31	24.26
113	Parts Room Clerk	16.94	17.64	18.33	19.11	19.89	20.71	21.58	22.46	23.39
604	Printer Operator	18.20	19.01	19.87	20.73	21.65	22.62	23.64	24.69	25.79
625	Purchasing Bid Assistant	20.81	21.75	22.74	23.77	24.86	25.98	27.17	28.39	29.67
111	Purchasing Specialist	20.81	21.75	22.74	23.77	24.86	25.98	27.17	28.39	29.67
860	Warehouse Worker	16.94	17.64	18.33	19.11	19.89	20.71	21.58	22.46	23.39

V. CLERK OF THE DISTRICT COURT

The following wage scales are for the period January 1, 2018 – December 31, 2018, and reflect a 1.5 % increase to the previous year's wage scales (2017):

OCC	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
630	Accounting Clerk I	17.12	17.81	18.55	19.31	20.10	20.93	21.79	22.65	23.58
631	Accounting Clerk II	19.21	20.06	20.92	21.81	22.76	23.72	24.74	25.80	26.91
038	Accounts Analyst I	18.09	18.81	19.60	20.40	21.24	22.11	23.02	23.96	24.95
039	Accounts Analyst II	18.47	19.33	20.20	21.11	22.06	23.07	24.13	25.20	26.35
422	Board of Mental Health Clerk I	16.77	17.48	18.25	19.05	19.88	20.77	21.65	22.59	23.58
423	Board of Mental Health Clerk II	17.89	18.69	19.49	20.32	21.18	22.09	23.03	24.01	25.04
031	Child Support Specialist	17.88	18.77	19.66	20.65	21.65	22.70	23.80	25.00	26.22
380	Court Cashier I	16.77	17.48	18.25	19.05	19.88	20.77	21.65	22.59	23.58
544	Court Cashier II	17.89	18.69	19.49	20.32	21.18	22.09	23.03	24.01	25.04
420	Court Clerk I	16.77	17.48	18.25	19.05	19.88	20.77	21.65	22.59	23.58
421	Court Clerk II	17.89	18.69	19.49	20.32	21.18	22.09	23.03	24.01	25.04
017	Jury Coordinator	21.30	22.23	23.21	24.19	25.27	26.37	27.54	28.71	29.97
690	Legal Clerk Typist –Writs	19.03	19.76	20.56	21.39	22.22	23.09	24.01	24.98	25.95
652	Legal File Clerk	15.41	16.04	16.76	17.46	18.24	19.02	19.84	20.70	21.59
029	Program Specialist II	18.75	19.60	20.47	21.41	22.37	23.37	24.43	25.54	26.70
424	Protection Orders Clerk I	16.77	17.48	18.25	19.05	19.88	20.77	21.65	22.59	23.58
425	Protection Orders Clerk II	17.89	18.69	19.49	20.32	21.18	22.09	23.03	24.01	25.04

The following wage scales are for the period January 1, 2019 – December 31, 2019, and reflect a 1.5 % increase to the previous year's wage scales (2018):

OCC	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
630	Accounting Clerk I	17.38	18.08	18.83	19.59	20.40	21.24	22.12	22.99	23.93
631	Accounting Clerk II	19.50	20.36	21.23	22.14	23.10	24.08	25.11	26.19	27.31
038	Accounts Analyst I	18.36	19.09	19.89	20.71	21.56	22.44	23.37	24.32	25.32
039	Accounts Analyst II	18.75	19.62	20.50	21.43	22.39	23.42	24.49	25.58	26.74
422	Board of Mental Health Clerk I	17.02	17.74	18.52	19.34	20.18	21.08	21.97	22.93	23.93
423	Board of Mental Health Clerk II	18.16	18.97	19.78	20.63	21.50	22.42	23.38	24.38	25.42
031	Child Support Specialist	18.15	19.05	19.96	20.95	21.97	23.04	24.16	25.37	26.61
380	Court Cashier I	17.02	17.74	18.52	19.34	20.18	21.08	21.97	22.93	23.93
544	Court Cashier II	18.16	18.97	19.78	20.63	21.50	22.42	23.38	24.38	25.42
420	Court Clerk I	17.02	17.74	18.52	19.34	20.18	21.08	21.97	22.93	23.93
421	Court Clerk II	18.16	18.97	19.78	20.63	21.50	22.42	23.38	24.38	25.42
017	Jury Coordinator	21.62	22.56	23.56	24.55	25.65	26.77	27.95	29.15	30.42
690	Legal Clerk Typist –Writs	19.32	20.06	20.87	21.71	22.55	23.44	24.38	25.35	26.34
652	Legal File Clerk	15.64	16.28	17.01	17.72	18.51	19.31	20.14	21.01	21.91
029	Program Specialist II	19.03	19.89	20.78	21.73	22.71	23.72	24.80	25.92	27.11
424	Protection Orders Clerk I	17.02	17.74	18.52	19.34	20.18	21.08	21.97	22.93	23.93
425	Protection Orders Clerk II	18.16	18.97	19.78	20.63	21.50	22.42	23.38	24.38	25.42

The following wage scales are for the period January 1, 2020 – December 31, 2020, and reflect a 1.5 % increase to the previous year's wage scales (2019):

OCC	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
630	Accounting Clerk I	17.64	18.35	19.12	19.89	20.70	21.56	22.45	23.34	24.29
631	Accounting Clerk II	19.79	20.66	21.55	22.47	23.44	24.44	25.48	26.58	27.72
038	Accounts Analyst I	18.63	19.38	20.19	21.02	21.89	22.77	23.72	24.69	25.70
039	Accounts Analyst II	19.03	19.91	20.81	21.75	22.72	23.77	24.86	25.96	27.15
422	Board of Mental Health Clerk I	17.27	18.01	18.80	19.63	20.48	21.39	22.30	23.28	24.29
423	Board of Mental Health Clerk II	18.44	19.25	20.08	20.93	21.82	22.75	23.73	24.74	25.80
031	Child Support Specialist	18.42	19.33	20.25	21.27	22.30	23.38	24.52	25.76	27.01
380	Court Cashier I	17.27	18.01	18.80	19.63	20.48	21.39	22.30	23.28	24.29
544	Court Cashier II	18.44	19.25	20.08	20.93	21.82	22.75	23.73	24.74	25.80
420	Court Clerk I	17.27	18.01	18.80	19.63	20.48	21.39	22.30	23.28	24.29
421	Court Clerk II	18.44	19.25	20.08	20.93	21.82	22.75	23.73	24.74	25.80
017	Jury Coordinator	21.95	22.90	23.91	24.92	26.04	27.17	28.37	29.58	30.88
690	Legal Clerk Typist –Writs	19.61	20.36	21.19	22.03	22.89	23.79	24.74	25.73	26.74
652	Legal File Clerk	15.87	16.52	17.26	17.99	18.79	19.60	20.44	21.32	22.24
029	Program Specialist II	19.31	20.19	21.09	22.05	23.05	24.07	25.17	26.31	27.51
424	Protection Orders Clerk I	17.27	18.01	18.80	19.63	20.48	21.39	22.30	23.28	24.29
425	Protection Orders Clerk II	18.44	19.25	20.08	20.93	21.82	22.75	23.73	24.74	25.80

The following wage scales are for the period January 1, 2021 – December 31, 2021, and reflect a 2.0 % increase to the previous year's wage scales (2020):

OCC	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
630	Accounting Clerk I	17.99	18.72	19.50	20.29	21.12	21.99	22.90	23.81	24.78
631	Accounting Clerk II	20.19	21.08	21.98	22.92	23.91	24.93	25.99	27.11	28.28
038	Accounts Analyst I	19.01	19.76	20.60	21.44	22.32	23.23	24.19	25.18	26.22
039	Accounts Analyst II	19.41	20.31	21.23	22.19	23.18	24.24	25.35	26.48	27.69
422	Board of Mental Health Clerk I	17.62	18.37	19.18	20.02	20.89	21.82	22.75	23.74	24.78
423	Board of Mental Health Clerk II	18.80	19.64	20.48	21.35	22.26	23.21	24.20	25.24	26.31
031	Child Support Specialist	18.79	19.72	20.66	21.69	22.75	23.85	25.01	26.27	27.55
380	Court Cashier I	17.62	18.37	19.18	20.02	20.89	21.82	22.75	23.74	24.78
544	Court Cashier II	18.80	19.64	20.48	21.35	22.26	23.21	24.20	25.24	26.31
420	Court Clerk I	17.62	18.37	19.18	20.02	20.89	21.82	22.75	23.74	24.78
421	Court Clerk II	18.80	19.64	20.48	21.35	22.26	23.21	24.20	25.24	26.31
017	Jury Coordinator	22.39	23.36	24.39	25.42	26.56	27.71	28.94	30.17	31.50
690	Legal Clerk Typist –Writs	20.00	20.77	21.61	22.47	23.35	24.26	25.24	26.25	27.27
652	Legal File Clerk	16.19	16.85	17.61	18.35	19.17	19.99	20.85	21.75	22.69
029	Program Specialist II	19.70	20.60	21.51	22.49	23.51	24.55	25.67	26.84	28.06
424	Protection Orders Clerk I	17.62	18.37	19.18	20.02	20.89	21.82	22.75	23.74	24.78
425	Protection Orders Clerk II	18.80	19.64	20.48	21.35	22.26	23.21	24.20	25.24	26.31

VI. RECORDS IMAGING

The following wage scales are for the period January 1, 2018 – December 31, 2018, and reflect a 1.5 % increase to the previous year's wage scales (2017):

OCC	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
154	Records Imaging Technician	17.40	18.10	18.80	19.58	20.36	21.17	22.01	22.90	23.81

The following wage scales are for the period January 1, 2019 – December 31, 2019, and reflect a 1.5 % increase to the previous year's wage scales (2018):

OCC	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
154	Records Imaging Technician	17.66	18.37	19.08	19.87	20.67	21.49	22.34	23.24	24.17

The following wage scales are for the period January 1, 2020 – December 31, 2020, and reflect a 1.5 % increase to the previous year's wage scales (2019):

OCC	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
154	Records Imaging Technician	17.92	18.64	19.37	20.17	20.98	21.81	22.67	23.59	24.53

The following wage scales are for the period January 1, 2021 – December 31, 2021, and reflect a 2.0 % increase to the previous year's wage scales (2020):

OCC	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
154	Records Imaging Technician	18.28	19.02	19.75	20.57	21.40	22.25	23.12	24.06	25.02

APPENDIX B

TUITION REIMBURSEMENT REQUEST FORM

This request form must be completed and submitted prior to enrolling in a particular course. Please submit one (1) completed form per requested course.

Employee Name (Last, First MI)		Supervisor Name	
Department/Division			
Employee # and Job Title		Course Start Date / End Date	
Term: <input type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> Spring <input type="checkbox"/> Summer		<input type="checkbox"/> Quarter <input type="checkbox"/> Semester	
College / University / School:			
Course # and Name	Units/Credits	Days (e.g., MWF)	Times (e.g. 2PM-4PM)
Provide a brief description of the course OR attach a course syllabus/outline to this form:			

I understand that the conditions of receiving tuition reimbursement are pursuant to *Article 23* of the collective bargaining agreement (CBA) between Douglas County and IUOE 571-General. I further understand that if repayment is required, I agree and consent to the appropriate tuition reimbursement total amount being deducted from my last paycheck if I cease to be employed with the County for any reason within one year of completing the course.

If I am still employed with the County after one year from completing the course, I agree and consent that the appropriate tuition reimbursement amount be deducted from my last paycheck in an amount consistent with the repayment terms of the CBA. I acknowledge that pursuant to Neb. Rev. Stat. §48-1230 (1), the County may deduct amounts from an employee's wages by written agreement. I hereby agree to such a deduction as provided herein.

In executing this Tuition Reimbursement Request Form, I warrant that I have completely read, fully understood, and voluntarily accept all of its terms:

Employee Signature	Date	Supervisor Signature	Date