

Resolution No: 47  
ADOPTED: January 29, 2019

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

**RESOLVED**

**WHEREAS**, Douglas County has a labor agreement with the Health Department Employees Association (HDEA) union, representing covered non-supervisory employees within the Douglas County Health Department; and,

**WHEREAS**, that contract expired on December 31, 2017, and the parties have successfully negotiated a new four-year contract for the term 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 Health Department Employees Association (HDEA) union, representing covered employees within the Douglas County Health Department, is hereby approved and adopted, and the Chair of this Board is authorized to execute said contract on behalf of Douglas County.

DATED this 29<sup>th</sup> day of January, 2019

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

Adopted: January 29, 2019

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

Absent: Boyle

(CERTIFIED COPY)



Daniel A. Esch  
Douglas County Clerk

Resolution No: 47  
ADOPTED: January 29, 2019

**LABOR AGREEMENT**  
**BETWEEN**  
**DOUGLAS COUNTY, NEBRASKA**  
**AND**  
**HEALTH DEPARTMENT EMPLOYEES ASSOCIATION (HDEA)**

**January 1, 2018 through December 31, 2021**

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## PREAMBLE

This Agreement entered into by Douglas County, Nebraska, hereinafter referred to as the County, and Health Department Employees Association, hereinafter referred to as the 'Association' or 'union', has as its purpose, the promotion of harmonious relations between the County and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

## ARTICLE 1 - RECOGNITION

**Section 1.** The County recognizes the Association as the sole and exclusive collective bargaining representative for the purpose of establishing wages, hours and other conditions of employment for regular full-time and regular part-time employees who are employed in the department and the positions specified in *Appendix A*, but specifically excludes from such recognition all employees referred to as temporary (to include the term seasonal employees), supervisory and confidential employees.

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

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

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

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

**Section 6.** "Regular part-time employees" are herein defined as those employees who are assigned to established jobs on a regular part-time continuing basis. Such employees shall earn paid leave in the same proportion as the time worked in a payroll period bears to the time worked by full-time employees in such payroll period.

**Section 7.** "Temporary employees" shall mean those persons employed as 'temporary employees' under the civil service rules, as set forth in the Civil Service Commission's Personnel Policy Manual, dated *August 1, 2008*, as amended.

Those Civil Service provisions notwithstanding, temporary employment in a bargaining unit position shall not exceed 12 months. If temporary employment will exceed 12 months, the Director shall have the following options: (1) The Director may request from the HDEA an extension of the temporary employment for a period not to exceed 12 additional months. In this case, the extension shall not occur unless the Director and HDEA president agree to such extension in writing; or (2) the Director shall post the position as a full-time or regular part-time position and the position will be subject to the hiring

process; or (3) the Director shall immediately eliminate the temporary position and terminate the incumbent who is filling the temporary position. Temporary employees do not have "bumping" rights."

The beginning of the twelve (12) month period shall coincide with the date an employee is hired as a temporary or seasonal employee. The County shall not use a combination of temporary or seasonal employees to fill a position for which there is scheduled work for a 12 month period.

**Section 8.** "Position" is defined in this contract as the individual jobs listed on Appendix "A" of this contract.

**Section 9.** The Douglas County Human Resources Department will make available to the HDEA president once every six months (in January and July) during the term of the contract, upon the president's request, a list of all employees employed by the Health Department. New hires shall be highlighted so as to be easily identified, along with their date of hire and employment status (full-time, part-time, temporary). Human Resources shall send a copy of said list to the Health Department Director.

## ARTICLE 2 - MANAGEMENT RIGHTS

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

## ARTICLE 3 - NO STRIKES AND LOCKOUTS

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

**Section 2.** Upon notification in writing of an alleged strike or concerted work stoppage, the Association will advise the employee of this provision of the contract and the appropriate provisions of Nebraska law. Such notification shall not constitute an admission that a strike or concerted work stoppage is in progress or that any particular employee has violated these provisions. The Association may provide legal representation for the employees.

**Section 3.** The County agrees not to lockout any employees during the life of this Agreement.

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

## ARTICLE 4 - CHECK-OFF

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

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

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

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

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

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

**Section 7.** The County shall check-off only certified monthly dues for the payroll period involved. If the pay of the employee is insufficient to permit such check-off, such dues shall not be deducted from subsequent pay periods. In such event, it shall be the Association's responsibility to collect these dues from the employee. If the County deducts dues pursuant to the provisions of this agreement and the employee has made a duplicate payment to the Association direct, it shall be the responsibility of the employee to collect such duplicate payment from the association.

**Section 8.** The Association shall provide the County thirty (30) days written notice of any certified change in the amount of monthly association dues.

## **ARTICLE 5 - HOURS OF WORK**

**Section 1.** A normal daily work shift shall consist of eight (8) consecutive hours of work between the hours of 8:00 a.m. and 4:30 p.m., excluding non-paid meal periods. However, management has the right to change the starting time when circumstances exist which make it appropriate.

A normal workweek will be five (5) consecutive daily work shifts, Monday through Friday. However, management has the right to change the normal workweek when circumstances exist that make it appropriate, provided that the normal workweek shall consist of no more than five (5) daily work shifts. An employee will have two consecutive days off following five (5) consecutive daily work shifts, or as agreed upon between the employee and his/her supervisor.

**Section 2.** This Article is intended to be construed as a basis for establishing hours of work and shall not be construed as a guarantee of hours.

**Section 3.** Employees shall be granted a fifteen (15) minute rest period during the approximate middle of each one-half work day, provided however, that the granting of such rest periods shall be at such times as are the least disruptive of work in progress.

## **ARTICLE 6 - DISCIPLINE**

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

- Written Reprimand
- Suspension
- Demotion
- Discharge

Written reprimands shall be effective for not more than three (3) years following such disciplinary action. Thereafter, the written reprimand and any corresponding documents, will remain in the employee's personnel file, however, will not be used as a basis for any further discipline, nor considered in determining a promotion or included as part of a future performance review.

**Section 2.** Disciplinary action may be imposed on an employee only for just cause. Employees may appeal to the Civil Service Commission disciplinary actions that are within its jurisdiction to hear as established by Nebraska state statute, pursuant to that Commission's rules. Written reprimands may not be appealed. The employee may, subsequent to appealing a disciplinary action, but before the Commission renders its decision, meet with the Director, or his/her designee, to discuss the matter. The employee has the right to have an Association representative attend any such meetings. The County will make every reasonable effort to assure that a public hearing is held by the Civil Service Commission within a reasonable time period after the discipline has been appealed. Furthermore, the County will make every reasonable effort to see to that the Civil Service Commission will issue their findings and decision within a reasonable time after the hearing.

**Section 3.** If the County has reason to reprimand an employee, it shall be done in a reasonable and professional manner and not before other employees or the Public.

**Section 4.** An employee subject to suspension or discharge shall, within three (3) days of such action, be given written notice thereof setting forth the reasons for said action, a copy of which shall be given to the Association.

**Section 5.** Any time that an employee is being questioned about matters that could reasonably lead to disciplinary action against that employee, the employee is entitled to representation by a member of the Association at the employee's request. No rescheduling of a meeting or interview with an employee will be required beyond two (2) working days due to the unavailability of a specific Association representative (i.e., the employee's preferred representative). The employee is not entitled to any representation when the discipline is merely being issued, and no questioning is taking place.

**Section 6. Personnel Records.** Upon request to the Douglas County Human Resources Department (HR), all members are entitled to read and review their own Civil Service Personnel File as maintained by HR. Such a review will occur during normal business hours and in accordance with HR departmental policies. The member may receive a copy of any document(s) contained in their personnel file pursuant to the HR Department's personnel record and file policies, however, a fee(s) may be charged for certain copy requests.

## ARTICLE 7 - GRIEVANCE PROCEDURE

**Section 1.** "Grievance" as defined in this agreement is a claim of an employee arising during the term of this agreement that is limited to matters concerning the application, meaning or interpretation of this agreement, excluding disciplinary actions. Disciplinary actions cannot be grieved, but they may be appealed, pursuant to *Article 6, Section 2* of this Contract.

**Section 1A.** The Association will review and recommend any claim that an employee makes regarding violation of this agreement.

**Section 2.** For the purpose of this Article, the written Civil Service Commission's rules and 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 Association, or by a representative of the employee's choice. Where an employee processes a grievance individually, or through a representative other than the Association, the Association shall have the right to be present and/or intervene at any step of the grievance procedure.

**Section 4.** Any grievance, reduced to writing pursuant to Section 6, Step 2 of this Article shall designate the specific Article(s) and Section(s) of this Agreement or the written Civil Service Commission rules and regulation(s) upon which the grievance is based, together with the reason therefore.

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

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

**Step 1.** The aggrieved employee shall first discuss the grievance with his immediate non-bargaining unit supervisor, or his designated representative, within fifteen (15) days from the date on which the employee becomes aware of such grievance. The non-bargaining unit supervisor shall attempt to adjust the matter and may respond verbally to the party presenting the grievance within three (3) working days from its presentation.

**Step 2.** If satisfactory settlement is not reached under Step 1, the grievance shall be reduced to writing and presented to the Health Director or designee and the Association President or designee, within ten (10) days from the date any decision was made, or from the time the non-bargaining unit supervisor was given under Step 1 in which to adjust the grievance, whichever event occurs first. The Health Director or his/her designee shall review the alleged grievance and offer his/her decision within ten (10) days after receipt of same. The time limits provided in this section may be extended upon mutual written agreement of the County and the Association.

**Step 3.** If satisfactory settlement is not reached in Step 2, then either party, Association or Douglas County, may, within thirty (30) days, appeal the decision of the Health Director or his/her designee to the District Court.

**Section 7.** Any time limitation provided herein, may be waived or extended in writing by mutual agreement of the parties involved. Any grievance not processed within the time limitations provided herein shall constitute a withdrawal of the same. If the Health Director or his/her designee fails to process a grievance within the time limitations provided in this Article, the grievance shall be resolved based on the employee's requested remedy.

**Section 8.** Any grievance filed that resulted from disciplinary action shall be appealed directly to Step 3 of Section 6 within ten (10) days after the employee received notification of the disciplinary action.

## **ARTICLE 8 - SENIORITY**

**Section 1.** “Seniority” is herein defined as an employee's continuous service within any job position of the Health Department without a break or interruption except as provided in Section 2 of this Article. Seniority shall be earned separately for part-time and full-time employees.

**Section 2.** The following shall not constitute a break or interruption of service and seniority shall continue to accumulate during the period(s) of time covered:

1. Unpaid leaves of absence or County layoffs of thirty (30) calendar days or less.
2. Absence due to injury or illness covered by the Nebraska Workers' Compensation Law not to exceed one (1) year.
3. Military leave in accordance with applicable Federal and State law.

**Section 3.** New employees shall be added to the seniority list as of the date of their employment, following satisfactory completion of their probationary period.

**Section 4.** Seniority lists covering bargaining unit employees shall be posted in a conspicuous place 30 days after adoption of a contract, and such seniority lists shall be brought up to date annually thereafter. If an error in the seniority lists is noted by an employee, such error must be called to the attention of the Personnel Department within sixty (60) days of posting. In the event there is no objection by the

employee within the sixty (60) day period, his/her seniority as posted shall stand. Employees on paid or unpaid leave for the entire thirty (30) days posting period shall have seven (7) days after returning from said paid leave in which to object to the posted seniority list.

**Section 5.** Seniority shall not in any manner affect or change the current practices and policies relative to retirement, disability and insurance benefits and plans unless otherwise modified by this Agreement.

**Section 6.** Where an employee holds a non-bargaining unit position, he/she shall retain, for a period of two (2) years, all seniority earned in the bargaining unit position in which he/she was previously employed.

## **ARTICLE 9 - PROBATIONARY & TRIAL PERIODS**

**Section 1.** All newly hired employees shall serve a probationary period of 180 days. Probationary periods may be extended in accordance with Douglas County Civil Service Commission personnel policy. The union will be provided written notice of an extension decision by Administration.

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

**Section 3.** Promoted employees shall serve a ninety (90) day trial period from the date of promotion. The purpose of the trial period is to determine the employee's ability and desire to perform the work. If the County is not satisfied with the employee's performance during the trial period, or if the employee desires to return to his former position, such employee shall be reinstated to his/her former position or one similar thereto without loss of seniority and at a salary not lower than that received by him/her in such former position at the time of promotion.

**Section 4.** When the employee is reinstated to his/her former position at the insistence of the County during the trial period, he/she shall be advised in writing by the County as to the reasons therefore. Such action is subject to the grievance procedure.

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

## **ARTICLE 10 - LAYOFF AND RECALL**

**Section 1.** Whenever there is a reduction in work force in a position, layoffs shall be made on the basis of Health Department seniority 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.

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

**Section 3.** Employees subject to layoff shall have the option within the time period provided in Section 2 to exercise their layoff rights provided in this Article or to accept layoff. Failure to respond within the time limit provided in Section 2 shall constitute employee's acceptance of layoff.

**Section 4.** In the event a full-time employee who is laid off from his/her position, by virtue of the provisions of Section 1, decides to exercise their layoff rights in lieu of accepting layoff, the procedure outlined below shall be followed:

1. Such employee shall take any open and vacant full-time position that has the same pay

scale as their current position, as determined by the maximum step, provided that he/she satisfies the qualifications for the position as listed in the position description and is able to perform the functions of the position as listed in the position description.

If the employee takes such open and vacant full-time position, he/she shall serve a ninety day trial period. During the trial period, if the department director or his/her designee determines that the employee is not performing satisfactorily, the department director may terminate his/her employment. The department director shall provide the employee with a written reason for the termination.

2. If no such open and vacant full-time position exists, the employee may displace (“bump”) the least senior full-time employee from a position with the same pay scale, as determined by the maximum step, provided that he/she satisfies the qualifications for the position as listed in the position description and is able to perform the functions of the position as listed in the position description.

If the employee bumps into such full-time position, he/she shall serve a ninety day trial period. During the trial period, if the department director or his/her designee determines that the employee is not performing satisfactorily, the department director may terminate his/her employment. The department director shall provide the employee with a written reason for the termination.

3. If no such occupied position exists with the same pay scale the employee shall take any open and vacant full-time position that has a lower pay scale, as determined by the maximum step, provided that he/she satisfies the qualifications for the position as listed in the position description and is able to perform the functions of the job as listed in the position description.

If the employee takes such open and vacant full-time position, he/she shall serve a ninety day trial period. During the trial period, if the department director or his/her designee determines that the employee is not performing satisfactorily, the department director may terminate his/her employment. The department director shall provide the employee with a written reason for the termination.

4. If no such open and vacant full-time position exists, the employee may displace (“bump”) the least senior full-time employee from a position with a lower pay scale (as determined by the maximum step) provided that he/she satisfies the qualifications for the position as listed in the position description and is able to perform the functions of the position as listed in the position description.

If the employee bumps into such full-time position, he/she shall serve a ninety day trial period. During the trial period, if the department director or his/her designee determines that the employee is not performing satisfactorily, the department director may terminate his/her employment. The department director shall provide the employee with a written reason for the termination.

In the event a part-time employee who is laid off from his/her position, by virtue of the provisions of Section 1, decides to exercise their layoff rights in lieu of accepting layoff, the same procedure outlined above shall be followed, except that a part-time employee may not take an open and vacant full-time position and may not bump into an occupied full-time position.

A part-time employee may not bump a full-time employee; however, a full-time employee may bump a part-time employee.

Any employee taking or bumping into a position with a lower pay scale, shall be placed on the salary step

that is closest to the employee's prior salary without exceeding it.

Seniority, pursuant to Section 1 above, shall apply at each step of any layoff and all bumping rights.

**Section 5.** The names of full-time employees who have been laid off shall be placed on a layoff list maintained by the Health Department Director or his/her designee and such employees shall be eligible for reemployment in either a full-time or part-time capacity for a period of two (2) years. The names of part-time employees who have been laid off shall be placed on a layoff list maintained by the Health Department Director or his/her designee, and such employees shall be eligible for reemployment in a part-time capacity for a period of two years.

The Director 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 Director 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 Director giving consideration to all relevant circumstances. The Director or his/her designee 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 6.** No new bargaining unit employees shall be hired for any position until all bargaining unit employees on layoff status who meet the minimum requirements for the available vacant position and whom desire to return to work have been recalled.

**Section 7.** Employees who have accepted a position with a lower pay scale due to a layoff will be recalled pursuant to the rules stated in Section 6 above when an opening becomes available in their former position.

#### **ARTICLE 11 - SHOW-UP AND CALL-IN TIME**

**Section 1.** If an employee reports to work during his/her normal workday and no work is available, and if the Health Department has not notified the employee not to report, such employee shall be compensated for a minimum of four (4) hours.

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

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

#### **ARTICLE 12 - SICK LEAVE**

**Section 1.** Sick leave shall be earned each month by full-time employees at the rate of fourteen (14) days per year pro-rated over twenty-six (26) pay periods, 4.308 hours per pay period. A part-time employee shall earn sick leave on a pro rata basis in the same proportion that his/her regularly scheduled hours in a payroll period bears to the regularly scheduled hours of full-time employees in the same work unit.

**Section 1B.** If an employee has been absent for a period of ten (10) working days or longer, it will be necessary to see the County's doctor, if requested, in addition to bringing a certified release from the

employee's doctor. If the employee fails to comply with the requirements of this section, he/she may be subject to disciplinary action.

**Section 2.** Except as provided in Section 6 or when an employee has been exposed to contagious disease as mentioned in Section 3, employees shall not be entitled to utilize earned sick leave until they have completed their probationary period.

**Section 3.** Employees shall be entitled to utilize earned sick leave for injury 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.** Sick leave of five (5) or more consecutive workdays shall be governed in accordance with Article 16 of the Douglas County Civil Service Commission Personnel Policy Manual.

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

**Section 6.** Where an employee has exhausted earned sick leave or where under the circumstances he/she is not eligible to utilize earned sick leave, he/she may be granted unpaid sick leave pursuant to the Douglas County Civil Service Commission personnel policy or the language provided in this contract.

**Section 7.** The employee will be entitled to unlimited accrual of unused sick leave. However, the employee can never have more than 1,440 hours of useable sick leave in their "sick leave bank" at any given time. All accrued sick leave in excess of 1,440 hours will be kept track of separately and cannot be used for illness or injury. All accumulated sick leave, useable and unuseable, will be applied to pension benefits at the time of retirement pursuant to the Douglas County Retirement Policy.

**Section 8.** Employees covered by this Agreement may utilize up to forty-eight (48) hours of their earned sick leave in a calendar year to care for an immediate family member, as defined in Section 8A, who has suffered an illness or injury that is not an FMLA qualifying event. This leave shall count against the 80-hour limit provided by the Douglas County Civil Service Rules for FMLA qualifying events.

**Section 8A.** Immediate Family Definition. An employee's immediate family shall be the following relation of the employee, spouse or family partner: spouse, children, step-children, foster children, siblings, step-siblings, parents, step-parents, foster parents, grandchildren or grandparents. Also included are other relatives of the employee, spouse or family partner residing in the employee's household.

## **ARTICLE 13 - VACATION LEAVE**

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

**Section 2.** Vacation leave shall be earned each payroll period where the employee has worked or been on paid leave fifty percent (50%) or more of his/her regularly scheduled hours for such payroll period at a rate equivalent to the schedule shown below.

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

**Section 3.** Vacation leave may be used by an employee, who has satisfactorily completed his/her probationary period, in accordance with the provisions of this Article.

**Section 4.** Commencing in March for a period of thirty (30) days, employees may designate on the form provided by the County their preferences for scheduled vacation leave for the balance of the calendar year. The form provided by the County shall indicate those dates when vacation may not be taken by employees. Whereby virtue of the County's scheduling of vacation leave, a conflict exists among the designated preferences of employees in the same work unit, seniority as defined in Section 1 of *Article 8* shall control. In the event an employee desires to take vacation at different times during the year, seniority shall control only on the employee's first vacation choice. The County shall post scheduled vacations in individual departments thirty (30) days after the completion of the posting period as described in this Section.

**Section 5.** With respect to vacation leave preference other than provided in Section 4 above, seniority shall not be considered, but vacation leave shall be granted in sequence of application. However, the Director or his/her designee may deny vacation requests if he/she determines it is necessary to assure a fair and equitable distribution of vacation leave. Any denial of vacation leave will be done in a timely manner.

**Section 6.** After employees have been given the opportunity to designate vacation leave preferences provided in Sections 4 and 5 above, the County shall, on or after August 1 of each year, be permitted to schedule an employee for vacation leave to the extent that his/her unused leave at the end of the calendar year will not exceed thirty (30) days. In determining the amount of such scheduled leave, the County shall presume that the employee would earn the amount of leave provided in Section 2 above, for the balance of the calendar year.

**Section 7.** 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 8.** 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 (except 'Floating Holiday') at the time of their separation.

**Section 9.** Vacation leave in excess of thirty (30) days (240 hours) shall not be carried forward from one calendar year to the next calendar year.

**Section 10.** The term "continuous employment" as used herein means employment with Douglas County without a break or interruption; provided, however, that absence on approved leave, with or without pay, or layoff for less than thirty (30) days, shall not constitute a break or interruption of employment within the meaning of this Section.

**Section 11.** Where an employee's vacation leave, scheduled pursuant to the provisions of Section 4 above, is canceled by the County, such employee shall be paid one and one-half (1 ½) times his/her regular rate of pay for the number of hours worked during the canceled vacation period and such time shall not be charged against his/her accumulated vacation leave. The provisions of this Section shall not apply where an employee cancels vacation leave that is to be rescheduled at a later date.

**Section 12.** At the sole discretion of the County, an employee may receive a six (6) day advance of vacation leave where his/her accumulated leave is insufficient under the circumstance. Where employment is terminated and there is outstanding advanced leave charged to the employee, such amount shall be offset against any monies owing to the employee by Douglas County.

**Section 13.** If an employee on approved vacation leave becomes sick or injured, and provides to the Director or his/her designee a doctor's note evidencing such illness or injury, the employee will be allowed to substitute sick leave for that period of time they were sick or injured.

#### **ARTICLE 14 - OTHER PAID LEAVES**

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

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

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

**Section 4.** Where an employee's attendance is required for Jury or Election Board duty, he/she shall not be required to report to work on any such day, unless the employee is not called to duty, in which case he/she shall report to work. If the daily rate of the remuneration for such services is greater than the employee's daily rate of pay, such leave shall be without pay.

Where the daily rate of remuneration is less than the employee's daily rate of pay, he/she shall be granted paid leave to the extent of the difference between such remuneration and rate provided:

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

**Section 5.** Employees may be granted administrative leave to attend official functions of professional organizations. Administrative leave granted to employees for such purpose shall be with pay to the extent of the normal work-week, or any portion thereof.

**Section 6.** If an employee is unable to report to work due to inclement weather, the employee may elect to use vacation time or may take leave without pay.

**Section 7.** Funeral leave shall be provided pursuant to Article 16 of the Douglas County Civil Service Commission Personnel Policy Manual, version dated *August 1, 2008*, as amended (in use as of January 1, 2015).

#### **ARTICLE 15 - EDUCATIONAL LEAVE**

**Section 1.** The Health Director may grant academic leave without pay, for a period not to exceed two years, to employees accepted for graduate degree work in Public Health. When such leave is granted, the employee will be able to return to the position held prior to leaving.

## ARTICLE 16 - 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 Day	Columbus Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
	Christmas Day

Floating Holiday\* (1)

\*At the request of the employee and the approval of the Director

Holidays falling on Saturday shall be celebrated on Friday; those falling on Sunday shall be celebrated on Monday unless departmental schedules require other arrangements.

**Section 2.** Regular full-time employees shall be eligible for holiday pay if they are on the active payroll on the date of the holiday and if they work or are on an approved absence their last scheduled workday before and first scheduled workday after the holiday. Regular part-time employees shall be eligible for holiday pay if they are scheduled to work on the holiday providing they are on the active payroll on the date of the holiday and if they work or are on an approved absence their last scheduled workday before and first scheduled workday after the holiday. The County shall not reschedule part-time employees for the sole purpose of avoiding holiday pay.

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

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

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

**Section 6.** When a holiday falls within an employee's regularly scheduled workweek, that holiday shall be considered as time worked for the purposes of computing overtime pay.

**Section 7.** Regular full-time employees required to work on the day in which any holiday listed in Section 1 is observed, shall in addition to holiday pay provided in Section 3 hereof, receive compensation at the rate of one and one half (1 ½) times the actual number of hours worked, not to exceed eight (8) hours. Work performed in excess of eight (8) hours per day on a holiday will be paid in accordance with the provisions of *Article 18, Overtime*.

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

**Section 9.** The floating holiday can be used by those full-time and part-time employees who have completed their probationary period. The first vacation day that an employee takes each calendar year shall be counted as their floating holiday.

## ARTICLE 17 - TRAVEL EXPENSE

**Section 1.** Employees required to use their personal car in the course of their employment shall be reimbursed at the rate set by state statute. If the statute is subsequently modified then the rate will be modified according to the statute.

## ARTICLE 18 - OVERTIME

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

**Section 2.** Full-time employees shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay for all hours worked in excess of their normal daily work shift and work week, or, at the option of the County, the employee may accrue compensatory time at the rate of one and one-half (1 ½) hours for all hours worked in excess of their daily normal work shift and workweek as set forth in *Article 5*, Section 1, Hours of Work.

The Clinic employees will not receive overtime or comp time when they work the schedules described in *Article 5*, Section 1, except for any work performed in excess of forty (40) hours in a workweek.

Part time employees shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay, or, at the option of the County, they may accrue compensatory time for all hours worked in excess of forty (40) hours in any workweek.

An employee who has accrued compensatory time shall use the accrued time within sixty (60) calendar days from the date the compensatory time was earned.

**Section 3.** All paid leave time, including holidays that fall during the employee's regularly scheduled workweek, shall be considered as hours of worked for the purpose of computing overtime.

**Section 4.** The County shall distribute overtime work on a fair and equitable basis. The County shall maintain records of overtime worked and such records shall be available for inspection by the Association.

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

**Section 6.** There shall be no pyramiding or compounding of hours for the purpose of overtime pay.

## ARTICLE 19 - WORK RULES

**Section 1.** Any work rule upon which disciplinary action is taken for the violation thereof shall be subject to the test of reasonableness in the grievance procedure. The County shall make reasonable efforts to acquaint employees with work rules through posting and other means of communication. If an employee is unaware of a work rule and if the County has not made a reasonable effort to acquaint the employee with a work rule, no disciplinary action shall be taken thereon.

**Section 2.** With the limited exception(s) of processing grievance matters, participating in disciplinary proceedings or engaging in contract negotiation, the union will not be allowed to transact or engage in any union business on County time. Unauthorized union business on County time may result in discipline.

**Section 3.** Time spent engaging in union business of any kind shall not be included in the computation of 'time worked' for the purpose of computing or determining eligibility for overtime or compensatory time.

**Section 4.** Association members desiring to participate in grievance matters during work hours must ask their supervisor for permission to leave their jobs to investigate and/or process grievances. Permission may not be unreasonably withheld. Permission may be granted to a maximum of one (1) member, in addition to the grievant employee, provided however, that no overtime hours will be incurred by the County. It is further agreed that this provision shall be limited to periods of regular pay. The County is under no obligation to pay representatives for time spent in grievance meetings or processing grievances at times when representatives are not scheduled to work. The County will allow Association representatives to enter County property to conduct limited union business for grievance-related purposes. Per the discretion of the Health Department Director or designee, meetings and investigations may be excluded from work areas or be limited to non-business hours, in order to prevent the disruption of County business or services to the public.

**Section 5.** Association members desiring to participate in employee disciplinary matters during work hours must ask their supervisor for permission to leave their jobs to investigate and/or participate in disciplinary proceedings. Permission may not be unreasonably withheld. Permission may be granted to a maximum of one (1) member, in addition to the employee subject to the discipline, provided however, that no overtime hours will be incurred by the County. It is further agreed that this provision shall be limited to periods of regular pay. The County is under no obligation to pay representatives for time spent in disciplinary proceedings or investigations at times when representatives are not scheduled to work. The County will allow Association representatives to enter County property to conduct limited union business for disciplinary-related purposes. Per the discretion of the Health Department Director or designee, meetings and investigations may be excluded from work areas or be limited to non-business hours, in order to prevent the disruption of County business or services to the public.

**Section 6.** Bargaining unit representatives are required to provide reasonable advanced notice to their supervisors regarding their need to attend scheduled union negotiations with the County. Union representatives not to exceed two (2) in number, plus the Association President, will be paid regular pay for time spent in actual negotiation session(s) with the County negotiator(s). Other union members may also attend negotiation sessions (subject to Association authorization), provided that these attendees use either accrued vacation or compensatory time while away from work. These hours will not be included in any computation of 'time worked' for the purpose of computing or determining eligibility for overtime or compensatory time.

**Section 7.** The Association agrees to provide written notification (email is acceptable) to the Health Department Director or designee, within seven (7) working days following an election, selection, or change of union representative(s), steward(s) and/or other Association official(s) charged with contract enforcement. Notification shall occur no later than seven (7) days after those individuals begin their official duties.

## **ARTICLE 20 - PROMOTIONS**

**Section 1.** For the purpose of this Article, "promotion" shall be defined as the advancement of an employee from one position to another in a higher salary grade.

**Section 2.** When the County determines that a position vacancy exists, notice of said position vacancy shall be posted at each County facility where bargaining unit employees are regularly employed, for a period of not less than seven (7) calendar days; describing the position, salary range, minimum qualifications required, and the final date applications will be accepted.

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

**Section 4.** If an employee's seniority is bypassed when making a promotion, the employee shall be furnished the written reason for said denial.

**Section 5.** Promoted employees shall serve a ninety (90) day trial period as described in Article 9, Probationary and Trial Periods.

**Section 6.** An employee promoted to a position in a higher salary grade shall receive a promotional salary increase on the payroll date that the promotion became effective.

## **ARTICLE 21 - INSURANCE 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:

- A. For its medical plan, Douglas County will pay 93% of the premium for employee-only coverage and 85% of the premiums for both the employee plus one dependant coverage and the employee plus two one or more dependants coverage.
- B. For its dental plan, Douglas County will pay 85% of the premium for employee only coverage and 80% of the premiums for both the employee plus one dependent coverage and the employee plus two or more dependents' coverage.

Douglas County reserves the right to select the method by which health insurance benefits are provided.

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

**Section 3.** Pension Benefits will be provided to employees pursuant to the Douglas County Employees' Retirement Plan, with the following exceptions:

1. 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.
2. The following pension benefit changes shall apply to bargaining unit employees hired after April 24, 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.

The above-listed pension benefit changes will not apply to current bargaining unit employees who were hired before April 24, 2012. The current bargaining unit employees hired before April 24, 2012 shall continue to be on the 'Rule of 75 pension plan, including the 2% annual benefit factor'.

Also, the above-listed pension benefit changes shall not apply to bargaining unit employees, hired before April 24, 2012, who are laid off and go onto the contractually specified recall list and who then are subsequently recalled to employment within the contractually specified two year time frame (they shall go back to the 'Rule of 75 pension plan, including the 2% annual benefit factor', that they were on prior to being laid off).

## **ARTICLE 22 - VOLUNTARY POSITION CHANGE**

**Section 1.** For any voluntary position change to a lower paying position, the employee will be placed on the salary step which most closely approximates, but does not exceed, the salary the employee was paid in the higher paying position.

## **ARTICLE 23 - TRANSFERS**

**Section 1.** "Transfer" is defined as any movement, other than temporary, of a full-time employee from one work location or section to another work location or section within the same position. Before a transfer is made, the Director or his/her designee shall consult with the affected employees to determine such employees' wishes. Voluntary transfers shall be made on the basis of agreement between the Director or his/her designee and the affected employee. Involuntary transfers shall be made on the basis of Health Department seniority (least senior employee(s)) when the abilities of the employees affected thereby to perform the work are not significantly different.

## **ARTICLE 24 - SAVINGS CLAUSE**

**Section 1.** Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to attempt negotiation of a substituted for the invalidated Article, Section or portion thereof.

## **ARTICLE 25 – TUITION REIMBURSEMENT**

**Section 1.** The County will pay up to one thousand dollars (\$1,000) 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 hours in college level courses from an accredited college or university. 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 employment 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 26 – PROFESSIONAL FEES**

**Section 1.** For all Health Department positions covered by the Association that require professional licensure as a condition of employment, the County shall reimburse the employees in those positions for all professional fees they incur to maintain that professional licensure.

## **ARTICLE 27 - WAGES AND LONGEVITY PAY**

### **Section 1. Wages.**

The wage hourly scales in this section reflect the agreed upon wage increases for the term of this contract. Step-progression of individual employees will occur at annual classification date intervals (classification anniversary dates), unless specified otherwise.

**2018. The scale below is for period 'January 1, 2018 – December 31, 2018' :**

Individual employees will remain fixed on the hourly rate he/she held on the previous pay scale (*Jan. 1– Dec. 31, 2017*) regardless of 'Step' number. Employees positioned on 'Step 7' and meeting the specified criteria set forth below, will progress to 'Step 8' of the 2018 scale and will receive retroactive pay as follows:

- Any employee who has remained on 2018's 'Step 7' hourly rate for at least one year or more, will step forward to 'Step 8' and will receive either a retroactive wage payment backdated to the date of Jan 1, 2018, or retroactive to the specific date in 2018 when the person concluded their "9th" year of service (classification-anniversary date).
- Employees meeting the progression criteria stated above, will receive retroactive pay at 2018's 'Step 8' rate (less 2018's 'Step 7' rate) backdated to the the appropriate date specified above.

Any individual employee with a current (2018) hourly rate of pay lower than what is provided for by 2018's 'Step 1' within his/her classification, will automatically be placed on 'Step 1' upon contract execution as provided. No retroactive pay will be provided for calendar year 2018 for this placement/movement.

Any employee placed on hourly wage rates for 'Step 2' through 'Step 6', as of the execution date of the contract, will remain pegged to his/her 2017, 2018 rate and will not be affected by these changes, nor will the employee receive any amount of retroactive wage payment.

OCC	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
0583	Air Quality Specialist	25.13	26.42	27.75	29.05	30.36	31.65	32.97	33.96
0549	Breastfeeding Peer Counselor	15.90	16.72	17.57	18.39	19.24	20.07	20.91	21.54
0598	Clerk Typist II - Health Dept	16.68	17.47	18.21	18.97	19.74	20.51	21.29	21.93
0533	Clinic Clerk	15.90	16.72	17.57	18.39	19.24	20.07	20.91	21.54
0535	Clinic Nutritionist	24.67	26.18	27.73	29.26	30.78	32.32	33.85	34.87
0567	Community Health Educator I	22.63	24.05	25.48	26.89	28.30	29.71	31.14	32.07
0568	Community Health Educator II	26.45	28.07	29.68	31.29	32.90	34.53	36.13	37.21
0531	Community Health Planner I	23.63	24.76	25.90	27.04	28.19	29.33	30.45	31.36
0578	Community Health Planner II	27.89	29.34	30.76	32.22	33.65	35.11	36.53	37.63
0571	Community Health Worker	19.11	20.23	21.37	22.51	23.64	24.76	25.90	26.68
0548	Data Analyst	29.04	30.49	31.96	33.39	34.85	36.32	37.76	38.89
0530	Disease Investigator	24.47	26.40	28.35	30.31	32.26	34.20	36.15	37.23
0532	Division Secretary	19.74	20.48	21.24	21.97	22.71	23.47	24.21	24.94
0594	Environmental Health Spec I	25.13	26.42	27.75	29.05	30.36	31.65	32.97	33.96
0595	Environmental Health Spec II	27.51	29.39	31.26	33.14	34.99	36.88	38.75	39.91
216	Epidemiologist	29.04	30.49	31.96	33.39	34.85	36.32	37.76	38.89
0592	Health Information Specialist	22.63	24.05	25.48	26.89	28.30	29.71	31.14	32.07
0587	Lab Scientist, Air Pollution	25.13	26.42	27.75	29.05	30.36	31.65	32.97	33.96
0584	Lead Program Coordinator	27.89	29.34	30.76	32.22	33.65	35.11	36.53	37.63
0591	Lead Program Specialist	23.67	24.90	26.14	27.39	28.62	29.87	31.10	32.03
0606	Lead Risk Assessor	25.13	26.42	27.75	29.05	30.36	31.65	32.97	33.96
0543	Lead Vital Statistics Clerk	19.80	20.97	22.15	23.35	24.52	25.70	26.88	27.69
0218	LPN Child Health/STD Clinic	18.77	19.73	20.71	21.66	22.63	23.60	24.57	25.31
0209	Medical Assistant	17.45	18.55	19.68	20.79	21.91	23.03	24.15	24.87
0529	Nutrition Services Coordinator	23.19	24.86	26.54	28.19	29.86	31.52	33.19	34.19
0511	Public Health Emg Resp Coord.	29.80	31.43	33.07	34.70	36.33	37.96	39.60	40.79
0203	Public Health Nurse	29.80	31.19	32.58	33.98	35.38	36.80	37.76	38.89
0222	Registered Nurse (RN)	25.20	26.89	28.56	30.24	31.92	33.60	35.28	36.34
0526	Resource Specialist	26.45	28.07	29.68	31.29	32.90	34.53	36.13	37.21
0589	Secretary I	16.41	17.23	18.06	18.87	19.70	20.52	21.35	21.99
0580	STI-HIV Prevention Specialist	24.47	26.40	28.35	30.31	32.26	34.20	36.15	37.23
0515	Vendor Mgmt Coord - WIC	22.63	24.05	25.48	26.89	28.30	29.71	31.14	32.07
0577	Vital Statistics Clerk	17.90	18.95	20.01	21.05	22.12	23.18	24.24	24.97
0562	Water Quality Specialist	25.13	26.42	27.75	29.05	30.36	31.65	32.97	33.96

2019. The following scales below are for period 'January 1, 2019 – December 31, 2019' and reflect a 3.0% wage rate increase :

OCC	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
0583	Air Quality Specialist	25.88	27.21	28.58	29.92	31.27	32.60	33.96	34.98
0549	Breastfeeding Peer Counselor	16.38	17.22	18.10	18.94	19.82	20.67	21.54	22.18
0598	Clerk Typist II - Health Dept	17.18	17.99	18.76	19.54	20.33	21.13	21.93	22.59
0533	Clinic Clerk	16.38	17.22	18.10	18.94	19.82	20.67	21.54	22.18
0535	Clinic Nutritionist	25.41	26.97	28.56	30.14	31.70	33.29	34.87	35.91
0567	Community Health Educator I	23.31	24.77	26.24	27.70	29.15	30.60	32.07	33.04
0568	Community Health Educator II	27.24	28.91	30.57	32.23	33.89	35.57	37.21	38.33
0531	Community Health Planner I	24.34	25.50	26.68	27.85	29.04	30.21	31.36	32.30
0578	Community Health Planner II	28.73	30.22	31.68	33.19	34.66	36.16	37.63	38.75
0571	Community Health Worker	19.68	20.84	22.01	23.19	24.35	25.50	26.68	27.48
0548	Data Analyst	29.91	31.40	32.92	34.39	35.90	37.41	38.89	40.06
0530	Disease Investigator	25.20	27.19	29.20	31.22	33.23	35.23	37.23	38.35
0532	Division Secretary	20.33	21.09	21.88	22.63	23.39	24.17	24.94	25.68
0594	Environmental Health Spec I	25.88	27.21	28.58	29.92	31.27	32.60	33.96	34.98
0595	Environmental Health Spec II	28.34	30.27	32.20	34.13	36.04	37.99	39.91	41.11
216	Epidemiologist	29.91	31.41	32.91	34.40	35.90	37.41	38.89	40.06
0592	Health Information Specialist	23.31	24.77	26.24	27.70	29.15	30.60	32.07	33.04
0587	Lab Scientist, Air Pollution	25.88	27.21	28.58	29.92	31.27	32.60	33.96	34.98
0584	Lead Program Coordinator	28.73	30.22	31.68	33.19	34.66	36.16	37.63	38.75
0591	Lead Program Specialist	24.38	25.65	26.92	28.21	29.48	30.77	32.03	32.99
0606	Lead Risk Assessor	25.88	27.21	28.58	29.92	31.27	32.60	33.96	34.98
0543	Lead Vital Statistics Clerk	20.39	21.60	22.81	24.05	25.26	26.47	27.69	28.52
0218	LPN Child Health/STD Clinic	19.33	20.32	21.33	22.31	23.31	24.31	25.31	26.07
0209	Medical Assistant	17.97	19.11	20.27	21.41	22.57	23.72	24.87	25.62
0529	Nutrition Services Coordinator	23.89	25.61	27.34	29.04	30.76	32.47	34.19	35.21
0511	Public Heath Emg Resp Coord.	30.69	32.37	34.06	35.74	37.42	39.10	40.79	42.01
0203	Public Health Nurse	30.69	32.13	33.56	35.00	36.44	37.90	38.89	40.06
0222	Registered Nurse (RN)	25.96	27.70	29.42	31.15	32.88	34.61	36.34	37.43
0526	Resource Specialist	27.24	28.91	30.57	32.23	33.89	35.57	37.21	38.33
0589	Secretary I	16.90	17.75	18.60	19.44	20.29	21.14	21.99	22.65
0580	STI-HIV Prevention Specialist	25.20	27.19	29.20	31.22	33.23	35.23	37.23	38.35
0515	Vendor Mgmt Coord - WIC	23.31	24.77	26.24	27.70	29.15	30.60	32.07	33.04
0577	Vital Statistics Clerk	18.44	19.52	20.61	21.68	22.78	23.88	24.97	25.72
0562	Water Quality Specialist	25.88	27.21	28.58	29.92	31.27	32.60	33.96	34.98

2020. The following scales below are for period 'January 1, 2020 – December 31, 2020' and reflect a 2.0% wage rate increase :

OCC	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
0583	Air Quality Specialist	26.40	27.76	29.15	30.52	31.90	33.25	34.64	35.68
0549	Breastfeeding Peer Counselor	16.70	17.57	18.46	19.32	20.21	21.09	21.97	22.63
0598	Clerk Typist II - Health Dept	17.52	18.35	19.13	19.93	20.74	21.55	22.37	23.04
0533	Clinic Clerk	16.70	17.57	18.46	19.32	20.21	21.09	21.97	22.63
0535	Clinic Nutritionist	25.92	27.50	29.13	30.74	32.34	33.96	35.56	36.63
0567	Community Health Educator I	23.78	25.27	26.77	28.25	29.73	31.21	32.72	33.70
0568	Community Health Educator II	27.79	29.49	31.18	32.87	34.56	36.28	37.96	39.10
0531	Community Health Planner I	24.83	26.01	27.21	28.41	29.62	30.81	31.99	32.95
0578	Community Health Planner II	29.30	30.82	32.32	33.85	35.35	36.89	38.38	39.53
0571	Community Health Worker	20.08	21.25	22.45	23.65	24.84	26.01	27.21	28.03
0548	Data Analyst	30.51	32.03	33.58	35.08	36.61	38.16	39.67	40.86
0530	Disease Investigator	25.71	27.74	29.78	31.84	33.89	35.93	37.98	39.12
0532	Division Secretary	20.74	21.52	22.31	23.08	23.86	24.66	25.44	26.20
0594	Environmental Health Spec I	26.40	27.76	29.15	30.52	31.90	33.25	34.64	35.68
0595	Environmental Health Spec II	28.90	30.88	32.84	34.82	36.76	38.75	40.71	41.93
216	Epidemiologist	30.51	32.04	33.57	35.08	36.61	38.16	39.67	40.87
0592	Health Information Specialist	23.78	25.27	26.77	28.25	29.73	31.21	32.72	33.70
0587	Lab Scientist, Air Pollution	26.40	27.76	29.15	30.52	31.90	33.25	34.64	35.68
0584	Lead Program Coordinator	29.30	30.82	32.32	33.85	35.35	36.89	38.38	39.53
0591	Lead Program Specialist	24.87	26.16	27.46	28.78	30.07	31.38	32.67	33.65
0606	Lead Risk Assessor	26.40	27.76	29.15	30.52	31.90	33.25	34.64	35.68
0543	Lead Vital Statistics Clerk	20.80	22.03	23.27	24.53	25.76	27.00	28.24	29.09
0218	LPN Child Health/STD Clinic	19.72	20.73	21.76	22.76	23.78	24.79	25.81	26.59
0209	Medical Assistant	18.33	19.49	20.68	21.84	23.02	24.20	25.37	26.13
0529	Nutrition Services Coordinator	24.36	26.12	27.88	29.62	31.37	33.11	34.87	35.92
0511	Public Heath Emg Resp Coord.	31.31	33.02	34.74	36.46	38.17	39.88	41.60	42.85
0203	Public Health Nurse	31.31	32.77	34.23	35.70	37.17	38.66	39.67	40.86
0222	Registered Nurse (RN)	26.48	28.25	30.01	31.77	33.54	35.30	37.07	38.18
0526	Resource Specialist	27.79	29.49	31.18	32.87	34.56	36.28	37.96	39.10
0589	Secretary I	17.24	18.10	18.97	19.82	20.70	21.56	22.43	23.10
0580	STI-HIV Prevention Specialist	25.71	27.74	29.78	31.84	33.89	35.93	37.98	39.12
0515	Vendor Mgmt Coord - WIC	23.78	25.27	26.77	28.25	29.73	31.21	32.72	33.70
0577	Vital Statistics Clerk	18.81	19.91	21.02	22.12	23.24	24.35	25.47	26.23
0562	Water Quality Specialist	26.40	27.76	29.15	30.52	31.90	33.25	34.64	35.68

**2021. The following scales below are for period 'January 1, 2021 – December 31, 2021' and reflect a 2.0% wage rate increase :**

OCC	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
0583	Air Quality Specialist	26.93	28.31	29.74	31.13	32.53	33.92	35.33	36.39
0549	Breastfeeding Peer Counselor	17.04	17.92	18.83	19.71	20.62	21.51	22.41	23.08
0598	Clerk Typist II - Health Dept	17.87	18.72	19.51	20.33	21.15	21.98	22.81	23.50
0533	Clinic Clerk	17.04	17.92	18.83	19.71	20.62	21.51	22.41	23.08
0535	Clinic Nutritionist	26.44	28.05	29.72	31.36	32.98	34.63	36.27	37.36
0567	Community Health Educator I	24.25	25.77	27.30	28.82	30.33	31.84	33.37	34.37
0568	Community Health Educator II	28.34	30.08	31.81	33.53	35.26	37.00	38.72	39.88
0531	Community Health Planner I	25.32	26.53	27.75	28.98	30.21	31.43	32.63	33.61
0578	Community Health Planner II	29.89	31.44	32.96	34.53	36.06	37.62	39.15	40.32
0571	Community Health Worker	20.48	21.68	22.90	24.12	25.33	26.53	27.75	28.59
0548	Data Analyst	31.12	32.67	34.25	35.78	37.35	38.92	40.46	41.68
0530	Disease Investigator	26.22	28.29	30.38	32.48	34.57	36.65	38.74	39.90
0532	Division Secretary	21.15	21.95	22.76	23.54	24.34	25.15	25.94	26.72
0594	Environmental Health Spec I	26.93	28.31	29.74	31.13	32.53	33.92	35.33	36.39
0595	Environmental Health Spec II	29.48	31.49	33.50	35.51	37.50	39.52	41.52	42.77
216	Epidemiologist	31.12	32.68	34.24	35.79	37.35	38.92	40.46	41.68
0592	Health Information Specialist	24.25	25.77	27.30	28.82	30.33	31.84	33.37	34.37
0587	Lab Scientist, Air Pollution	26.93	28.31	29.74	31.13	32.53	33.92	35.33	36.39
0584	Lead Program Coordinator	29.89	31.44	32.96	34.53	36.06	37.62	39.15	40.32
0591	Lead Program Specialist	25.37	26.68	28.01	29.35	30.67	32.01	33.33	34.33
0606	Lead Risk Assessor	26.93	28.31	29.74	31.13	32.53	33.92	35.33	36.39
0543	Lead Vital Statistics Clerk	21.22	22.47	23.74	25.02	26.28	27.54	28.80	29.67
0218	LPN Child Health/STD Clinic	20.11	21.14	22.19	23.21	24.25	25.29	26.33	27.12
0209	Medical Assistant	18.70	19.88	21.09	22.28	23.48	24.68	25.88	26.66
0529	Nutrition Services Coordinator	24.85	26.64	28.44	30.21	32.00	33.78	35.57	36.63
0511	Public Health Emg Resp Coord.	31.93	33.68	35.44	37.18	38.93	40.68	42.44	43.71
0203	Public Health Nurse	31.93	33.42	34.91	36.41	37.91	39.44	40.46	41.68
0222	Registered Nurse (RN)	27.00	28.82	30.61	32.41	34.21	36.01	37.81	38.94
0526	Resource Specialist	28.34	30.08	31.81	33.53	35.26	37.00	38.72	39.88
0589	Secretary I	17.59	18.46	19.35	20.22	21.11	21.99	22.88	23.57
0580	STI-HIV Prevention Specialist	26.22	28.29	30.38	32.48	34.57	36.65	38.74	39.90
0515	Vendor Mgmt Coord - WIC	24.25	25.77	27.30	28.82	30.33	31.84	33.37	34.37
0577	Vital Statistics Clerk	19.18	20.31	21.44	22.56	23.70	24.84	25.98	26.76
0562	Water Quality Specialist	26.93	28.31	29.74	31.13	32.53	33.92	35.33	36.39

**Section 2.** Longevity pay: Effective January 1, 2015, new members of this bargaining unit shall not earn longevity pay. All full-time employee members as of December 31, 2014, shall be entitled to Longevity Pay for years of service that the employee was covered by the Health Department.

6-9 years	\$371.00 per year
10-12 years	\$618.00 per year
13-14 years	\$685.00 per year
15-19 years	\$943.00 per year
20 years and over	\$1,292.00 per year

## ARTICLE 28 - BILINGUAL PAY

**Section 1.** This bilingual pay provision shall only apply to those employees who do not have a bilingual requirement in their position description but use their bilingual skills for the betterment of the Health Department.

**Section 2.** The Health Department Director shall determine which languages qualify for bilingual pay. The Director will also determine how many qualified bilingual employees the Health Department will need at any given time and will create an official list of those employees who qualify for the bilingual pay. The Director shall have the discretion to determine how many employees will be on that list.

**Section 3.** A bilingual proficiency examination may be developed (or obtained) and administered by the Douglas County Human Resources Department.

**Section 4.** 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 by the Health Director or his/her designee 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.

**Section 5.** Employee 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.

**Section 6.** If an employee fails to pass the annual follow-up examination, they will immediately be removed from the list and bilingual compensation terminated.

**Section 7.** 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 or his/her designee prior to such removal.

**Section 8.** 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.

**Section 9.** If utilized, the County will pay for the cost to develop/purchase and administer the bilingual proficiency examination and annual follow-up examination.

**Section 10.** 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 (it will be considered hours worked).

## ARTICLE 29 - DRUG TESTING POLICY

**Section 1.** All drug testing of employees shall be conducted pursuant to the Douglas County Drug Testing Policy, as set out in Article 24 and Article 25 of the Douglas County Civil Service Commission Policy Manual, as amended (in use as of January 1, 2019).

2019-247 1-29-19

ARTICLE 30 - DURATION OF AGREEMENT

**Section 1.** This agreement between the Health Department Employees Association and Douglas County commences January 1, 2018, and terminates December 31, 2021. Re-openers shall not be permitted without the prior written consent of both parties. Negotiations for the contract period beginning January 1, 2022, will commence as soon as practical, however no later than September 4, 2022.

**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.

**Section 3.** Notwithstanding the fact that this Agreement terminates on December 31, 2021, both parties shall be bound by the terms and conditions contained herein subsequent to December 31, 2021, until such time as either or both of the parties notifies the other party by two week prior written notice of such party's intention not to be bound by the terms and conditions contained herein. Two weeks subsequent to receipt by either party of such a notice of intention not to be bound by the terms and conditions contained herein, both parties shall not be bound by such terms and conditions unless required to do so by state statute or order of a court of competent jurisdiction or the Commission of Industrial Relations.

DOUGLAS COUNTY, NEBRASKA

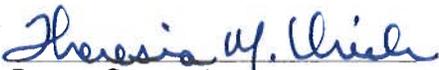
HEALTH DEPARTMENT EMPLOYEES ASSOCIATION

BY:   
Chair

BY:   
  
of   


DATE: 1-29-2019

APPROVED AS TO FORM:

  
Deputy County Attorney

## APPENDIX A

### JOB POSITIONS COVERED

Air Quality Specialist	Laboratory Scientist, Air Pollution
Breastfeeding Peer Counselor	Lead Program Coordinator
Clerk Typist II - Health Dept.	Lead Program Specialist
Clinic Clerk	Lead Risk Assessor
Clinic Nutritionist	Lead Vital Statistics Clerk
Community Health Educator I	Licensed Practical Nurse (LPN)-- Child Health/STD Clinic
Community Health Educator II	
Community Health Planner I	Medical Assistant
Community Health Planner II	Nutrition Services Coordinator
Community Health Worker	Public Health Emergency Response Coordinator
Data Analyst	
Disease Investigator	Public Health Nurse
Division Secretary	Registered Nurse (RN)
Environmental Health Specialist I	Resource Specialist
Environmental Health Specialist II	Secretary I
Epidemiologist	Vendor Management Coordinator - WIC
Health Information Specialist	Vital Stats Clerk
STI/HIV Prevention Specialist	Water Quality Specialist

APPENDIX B

HEALTH DEPARTMENT EMPLOYEES ASSOCIATION

AUTHORIZATION FOR PAYROLL DEDUCTION

By \_\_\_\_\_  
Last Name                      First Name                      Middle Name

To \_\_\_\_\_  
County                      Department

I hereby request and authorize you to deduct from my pay certified regular monthly Association dues. The amount deducted shall be remitted to the Treasurer of the Association. This authorization can be canceled or revoked by written notification thereof to the Association and County on the prescribed form. The effective date of this authorization or any written cancellation or revocation thereof shall be the first day of the check-off payroll period immediately following its receipt by my County and the Association.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

**APPENDIX C**

TO: Douglas County and Health Department Employees Association

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Department

\_\_\_\_\_  
Date