

Resolution No: 631
ADOPTED: August 28, 2018

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

RESOLVED

WHEREAS, Douglas County has a labor agreement with Local #554 International Brotherhood of Teamsters, General Drivers & Helpers union, representing covered Licensed Practical Nurses, Psychiatric Licensed Practical Nurses, Medication Aides, Nursing Assistants and Psychiatric Technician employees within the Douglas County Health Center (DCHC) and the Douglas County Community Mental Health Center (CMHC); and,

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

NOW THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS, DOUGLAS COUNTY, NEBRASKA, THAT the attached labor contract with Local #554 International Brotherhood of Teamsters, General Drivers & Helpers union, representing covered Licensed Practical Nurses, Psychiatric Licensed Practical Nurses, Medication Aides, Nursing Assistants and Psychiatric Technician employees at the DCHC and CMHC, is hereby approved and adopted, and the Chair of this Board is authorized to execute said contract on behalf of Douglas County.

DATED this 28th day of August, 2018.

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

Adopted: August 28, 2018

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

(CERTIFIED COPY)



Daniel A. Esch
Douglas County Clerk

Resolution No: 631
ADOPTED: August 28, 2018

LABOR AGREEMENT

BETWEEN

DOUGLAS COUNTY, NEBRASKA

AND

LOCAL #554

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, GENERAL
DRIVERS & HELPERS UNION

LICENSED PRACTICAL NURSES (LPN), PSYCHIATRIC
LICENSED PRACTICAL NURSES (PSYCH LPN), NURSING
ASSISTANTS (NA), MEDICATION AIDES (MA) AND
PSYCHIATRIC TECHNICIANS (PSYCH TECH)

Douglas County Health Center
Douglas County Community Mental Health Center

January 1, 2017 – December 31, 2020

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PREAMBLE

This Agreement entered into by Douglas County, Nebraska, hereinafter referred to as the Employer, and the International Brotherhood of Teamsters, General Drivers & Helpers Union, Local #554, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment for Licensed Practical Nurses (LPNs), Psychiatric Licensed Practical Nurses (Psych LPNs), Medication Aides (MAs), Nursing Assistants (NAs) and Psychiatric Technicians (Psych Techs) working in the Douglas County Health Center's Long Term Care (LTC), and Short Term Rehabilitation (STR) units (hereinafter "DCHC") and the Community Mental Health Center (CMHC).

ARTICLE 1 - RECOGNITION

Section 1. The employer recognizes the Union as the sole and exclusive collective bargaining representative for the purposes of establishing wages, hours and other conditions of employment for all full time, part time and on-call LPNs, Psych LPNs, MAs, NAs and Psych Techs who work in LPN, MA, NAs or Psych Tech positions in DCHC's LTC/STR and CMHC. The County employees covered under this contract will collectively be referred to as members of the "554-LPN/Psych LPN/MA/NA/Psych Tech" bargaining unit.

Section 2. The employer will not aid, promote or finance any Union or organization, which seeks to represent or engage in collective bargaining on behalf of the bargaining unit described in Section 1 above. With respect to such bargaining unit, the employer shall not make any agreements with bargaining unit LPNs, Psych LPNs, MAs, NAs or Psych Techs contrary to the terms of this agreement, nor shall the employer make any agreements with individuals, groups, organizations or Unions which seek to represent LPNs/Psych LPNs/MAs/NAs/Psych Techs or engage in collective bargaining, other than the recognized Union.

ARTICLE 2 - CHECK-OFF

Section 1. The employer shall, in accordance with the provisions of this Article, deduct certified regular monthly Union dues and initiation fees from the pay of each LPN/Psych LPN/MA/NA/Psych Tech; provided that at the time of such deduction the employer has in its possession an unrevoked written authorization, executed by the LPN/Psych LPN/MA/NA/Psych Tech, in a form provided by the union and approved by the County, provided that the union will not change the checkoff form without first providing the County with sixty (60) days written notice.

Section 2. The employer shall within ten (10) days from the pay date of such payroll deductions remit to the Treasurer of the Union the amounts thereof showing the names of LPNs/Psych LPNs/MAs/NAs/Psych Techs.

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

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

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

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

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

ARTICLE 3 - MANAGEMENT RIGHTS

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

ARTICLE 4 - NON-DISCRIMINATION

Section 1. The provisions of this Agreement shall be applied to all LPNs/Psych LPNs/MAs/NAs/Psych Techs in the bargaining unit without discrimination in violation of controlling Federal or State law as to sex, race, color, creed, religion, national origin, age, handicap, disability or political affiliation. The Union shall share equally with the Employer in applying this provision of the Agreement, where applicable.

Section 2. The Employer and the Union agree not to intimidate, coerce or in any manner interfere with the rights of a LPN/Psych LPN/MA/NA/Psych Tech 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 LPNs/Psych LPNs/MAs/NAs/Psych Techs in the bargaining unit without discrimination, interference, restraint or coercion.

Section 4. All references to LPNs/Psych LPNs/MAs/NAs/Psych Techs in this Agreement designate both sexes and whenever the male gender is used, it shall mean both sexes.

Section 5. The Employer agrees that no employee will be unlawfully discriminated against based upon Union Activity.

ARTICLE 5
TRANSFERS AND TEMPORARY ASSIGNMENTS

Section 1. There are two types of transfers: (1) Interdepartmental Transfer is a transfer between the DCHC and CMHC; (2) Intradepartmental Transfer is a transfer within DCHC; or a transfer within CMHC.

Section 2. All vacancies will be posted for a minimum of six (6) days. During such six (6) day postings, LPNs/PsychLPNs/MAs/NAs/Psych Techs may apply for an interdepartmental transfer or request an intradepartmental transfer for such vacancies on the proper forms provided by the administration.

Section 3. An interdepartmental transfer requires the LPN/Psych LPN/MA/NA/Psych Tech to make an application through the Personnel Department and the normal application process will be followed. Applicants will be interviewed as part of this normal application process and the administration shall make the hiring decision.

Section 4. After the six (6) day posting period, the administration will review the requests for intradepartmental transfers. The administration has the right to reject all intradepartmental transfer requests based upon the individual applicant's licensure, knowledge, skills and abilities. Where licensure, knowledge, skills and abilities are not significantly different, the transfer shall be granted to the most senior applicant. If the licensure, knowledge, skills and abilities are significantly different, the individual most qualified to perform the job duties shall be transferred. Intradepartmental transfers shall be given priority over interdepartmental transfers.

If an employee applies for two (2) positions, and the employee meets the requirements regarding qualifications and seniority set out in this section, such employee shall have their choice of which position to accept.

When a position is filled through a transfer, Administration shall post the award. The position award posting shall include the employee's name, seniority number and the date the transfer becomes effective, if determined. Employees who wish to grieve a position award may do so within ten (10) days from the date the position award is posted.

Section 5. LPNs/Psych LPNs/MAs/NAs/Psych Techs who have been granted either an interdepartmental or intradepartmental transfer shall serve a thirty (30) day trial period from the date of transfer. The purpose of this trial period is to determine the LPN's/Psych LPN's/MA's/NA's/Psych Tech's ability and desire to perform the new work. If the administration is not satisfied with the LPN's/Psych LPN's/MA's/NA's/Psych Tech's performance during this trial period, or if the LPN/Psych LPN/MA/NA/Psych Tech desires to return to their former position, the LPN/Psych LPN/MA/NA/Psych Tech will be returned to their former position (if such position is vacant) or such vacant position of like status and pay without loss of seniority. In no event will such returning LPN/Psych LPN/MA/NA/Psych Tech be allowed to "bump" or displace any other current LPN/Psych LPN/MA/NA/Psych Tech.

Section 6. The administration may temporarily assign a LPN/Psych LPN/MA/NA/Psych Tech to perform duties in a different work assignment than that to which the LPN/Psych LPN/MA/NA/Psych Tech is assigned, provided that such LPN/Psych LPN/MA/NA/Psych Tech has consented to such temporary assignment. Temporary assignments shall not exceed six (6) months. If an insufficient number of LPNs/Psych LPNs/MAs/NAs/Psych Techs agree to accept such temporary assignment, the administration shall have the right to temporarily assign the least senior LPN/Psych LPN/MA/NA/Psych Tech who has completed the probationary period. The administration shall maintain an accurate listing of all temporary assignments. The Union business agent and stewards will have access to such records upon request.

Section 7. Management shall retain the right to relocate an employee, or to deny an employee the right to relocate within their respective departments, based upon one or more of the following:

- a. Personality conflicts;
- b. Severe hardship;
- d. Issues of nepotism;
- e. Employee burnout on a specific unit or shift;
- f. Difficulty caring for patients/residents on a particular unit.

If management determines that an employee needs to be relocated due to one or more of the above-listed reasons, management shall meet with the employee and the designated union business agent, if the employee requests one to be present, to discuss the matter. Consideration will be given to any alternatives to relocation that are presented during the meeting.

If, after the meeting, management and the designated union business agent or his/her designee determines that relocation of the employee is still the best alternative, management will:

- First look for a vacant position on another unit and/or shift (e.g. if the employee is full-time a vacant full-time position shall be first sought, if the employee is part-time, a vacant part-time position shall be sought),
- If there are no open positions that can be found, management shall seek individuals who are willing to trade units and/or shifts with the employee who needs to be relocated. If more than one employee desires to trade, then management shall select the most senior of those employees.
- If none of the above options are available, the least senior employee from another unit and/or shift shall be required to switch with the employee who needs to be relocated.

If the employee is relocated to a vacant position on another unit and/or shift, for reasons listed in this section, management shall not be required to comply with the vacancy posting requirement in Section 2 of this Article.

ARTICLE 6 - PROBATIONARY PERIODS

Section 1. All newly hired LPNs/Psych LPNs/MAs/NAs/Psych Techs shall serve a probationary period of six (6) months.

ARTICLE 7 - SENIORITY

Section 1. Seniority is the employee's length of continuous service with the Employer as a LPN/Psych LPN/MA/NA/Psych Tech. Seniority is earned on a year-for-year basis regardless of FTE status (for example: a LPN/Psych LPN/MA/NA/Psych Tech who has one year as a .6 FTE earns one year of seniority just as a member who is full-time earns one year of seniority).

Section 2. There shall be departmental specific seniority lists prepared by the Employer.

Section 3. The Employer shall prepare and post seniority lists on January 1st and July 1st. Such lists shall set forth the LPN's/Psych LPN's/MA's/NA's/Psych Tech's name, seniority number and his/her most recent date of employment as a LPN/Psych LPN/MA/NA/Psych Tech. The Employer will furnish copies of the seniority list to the designated Union representative.

Section 4. Any dispute concerning the proper placement of an individual on the seniority list shall be resolved by the grievance procedure. Such disputes must be raised within twenty-one (21) days of the posting of the seniority list or the list shall be conclusively presumed to be accurate.

Section 5. Accrual of Seniority. A LPN/Psych LPN/MA/NA/Psych Tech shall continue to accrue seniority while actively employed by the Employer. A member's seniority, and all rights incidental to seniority, shall terminate:

- A. If the LPN/Psych LPN/MA/NA/Psych Tech has been discharged for just cause;
- B. If the LPN/Psych LPN/MA/NA/Psych Tech resigns;
- C. If the LPN/Psych LPN/MA/NA/Psych Tech fails to report to work as scheduled following a leave of absence, layoff or other approved absence from work;
- D. If the LPN/Psych LPN/MA/NA/Psych Tech has been on a continuous layoff for one (1) year or has been unable to perform any work at DCHC or CMHC, due to a medical condition or work related injury, such LPN/Psych LPN/MA/NA/Psych Tech shall maintain their seniority rights for a period of time equivalent to their seniority with the Employer, up to a maximum of one (1) year.

ARTICLE 8 - LAYOFF AND RECALL

Section 1. Whenever there is a reduction in work force within a department (DCHC or CMHC), layoffs shall be made in position (e.g. nurse/NA/Psych Tech) on the reverse order of seniority within that department, provided that LPNs/Psych LPNs/MAs/NAs/Psych Techs retained are qualified to perform the work.

Section 2. LPNs/Psych LPNs/MAs/NAs/Psych Techs subject to layoff shall be given written notice in person or by certified mail at least fifteen (15) calendar days prior to the effective date of same. If mailed, such notice shall be mailed to their last known address as shown on the employer's records. A copy of said notice shall be mailed to the Union. The time limit provided in this section may be extended by mutual consent of the parties if the affected LPN(s)/Psych LPN(s)/MA(s)/NA(s)/Psych Tech(s) did not have reasonable opportunity to have received the written notice.

Section 3. The names of LPNs/Psych LPNs/MAs/NAs/Psych Techs who have been laid off shall be placed on layoff lists maintained by the Personnel Department, and LPNs/Psych LPNs/MAs/NAs/Psych Techs on such lists shall be eligible for recall to a position in their prior department with full seniority for a period of one (1) year. The employer shall recall in the reverse order of layoff. Such LPNs/Psych LPNs/MAs/NAs/Psych Techs, regardless of their FTE status when they were laid off, shall be recalled to any opening within their prior department (regardless of the opening's FTE status). Any laid off LPN/Psych LPN/MA/NA/Psych Tech recalled pursuant to the above may reject the offer of recall and still remain on the recall list. A laid off LPN/Psych LPN/MA/NA/Psych Tech, subject to recall, who is employed elsewhere, shall not be required by the employer to report to work until after two (2) weeks from the date of recall notice. If such LPN/Psych LPN/MA/NA/Psych Tech is not employed elsewhere, he/she shall be required to report for work at such reasonable time as required by the employer giving consideration to all attendant circumstances. The employer shall provide LPNs/Psych LPNs/MAs/NAs/Psych Techs subject to recall with written notice by certified mail to their last known address as shown on the employer's records. Such LPN/Psych LPN/MA/NA/Psych Tech must respond within seven (7) days upon receipt of the certified mail. If such certified mail goes unclaimed, the LPN's/Psych LPN's/MA's/NA's/Psych Tech's recall rights shall terminate. The designated Union representative will receive copies of all recall notices when they are mailed.

Section 4. No new bargaining unit LPNs/Psych LPNs/MAs/NAs/Psych Techs shall be hired until all bargaining unit LPNs/Psych LPNs/MAs/NAs/Psych Techs, as appropriate, on layoff status who desire to return to work have been recalled.

ARTICLE 9 - CONTRACTING AND SUBCONTRACTING

Section 1. The Union recognizes the right of contracting and sub-contracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union, nor to discriminate against any LPNs/Psych LPNs/MAs/NAs/Psych Techs.

Section 2. The administration will make every reasonable effort to utilize LPNs/Psych LPNs/MAs/NAs/Psych Techs covered in this agreement before using an outside agency. In order to assist the administration in making such reasonable efforts, LPNs/Psych LPNs/MAs/NAs/Psych Techs wishing to be considered for working extra shifts must notify staffing and/or the house supervisor of their desire to pick up extras shifts and the dates they would be available. In the event of overstaffing, no bargaining unit LPN/Psych LPN/MA/NA/Psych Tech shall be relieved of duty prior to any outside agency staff. The Administration will not be required to utilize LPNs to fill MA/NA/Psych Tech staffing needs.

ARTICLE 10 - GRIEVANCE PROCEDURE

Section 1. "Grievance" as defined in this agreement is a claim of a LPN/Psych LPN/MA/NA/Psych Tech arising during the term of this agreement, which is limited to matters concerning the application, meaning or interpretation of this agreement, excluding disciplinary actions.

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

Section 4. The term "days" as used in this Article or anywhere else in the contract shall mean Monday, Tuesday, Wednesday, Thursday and Friday excluding holidays or where otherwise specified.

Section 5. The following procedure shall be used in the submission of a grievance, as defined in Section 1 hereof:

Step 1. The aggrieved LPN/Psych LPN/MA/NA/Psych Tech, with or without the steward, shall present in writing his/her grievance to the nurse manager or house supervisor on duty within ten (10) days from the date on which the action giving rise to the grievance occurred. The non-bargaining unit nurse manager or house supervisor on duty shall attempt to adjust the matter and will respond to the party presenting the grievance within five (5) days from its presentation.

Step 2. If satisfactory settlement is not reached under Step 1, the LPN/Psych LPN/MA/NA/Psych Tech may, in writing within five (5) days of the Step 1 decision, request the Department Head or designee review the decision of the non-bargaining unit nurse manager or house supervisor. The Department Head or designee will schedule a meeting regarding such grievance. The LPN/Psych LPN/MA/NA/Psych Tech may submit any documentation the member feels is appropriate and such LPN/Psych LPN/MA/NA/Psych Tech is entitled to union representation at the meeting. The DCHC/CMHC Administrator or designee shall respond in writing to the LPN/Psych LPN/MA/NA/Psych Tech presenting the grievance within five (5) days of such meeting. If the LPN/Psych LPN/MA/NA/Psych Tech had union representation at such meeting, a copy of the DCHC/CMHC Administrator or designee's response shall be provided to such representative.

Section 6. Any time limitation provided herein may be waived or extended in writing by mutual agreement of the parties involved.

Section 7. This grievance procedure may not be used to appeal disciplinary actions. Disciplinary actions may be appealed through Civil Service Procedures.

ARTICLE 11 - DISCIPLINE

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

- Documentation of Informal Discipline
- Written Reprimand
- Suspension without Pay
- Termination

Under most circumstances, the disciplinary actions shall be progressive. When determining the type of disciplinary action to be taken, consideration will be given to the severity of the incident and the pattern of the LPN's/Psych LPN's/MA's/NA's/Psych Tech's prior conduct. For purposes of this Article, 'business' days shall mean Monday through Friday, excluding Holidays recognized by this agreement.

Section 2. Disciplinary action may be imposed on a-LPN/Psych LPN/MA/NA/Psych Tech only for just cause.

Documentations of Informal Discipline and/or written reprimands may not be appealed or grieved by any LPN/Psych LPN/MA/NA/Psych Tech. However, if a LPN/Psych LPN/MA/NA/Psych Tech receives an informal discipline or a written reprimand, he/she may within fifteen (15) business days of the receipt of such documentation submit in writing any comments he/she wishes to make about such documentation or reprimand. Such written comments shall be affixed to the documentation or reprimand and shall be considered, if appropriate, protests of such disciplinary actions and may be introduced by the LPN/Psych LPN/MA/NA/Psych Tech in future disciplinary cases that occur during the next twelve months.

Non-Probationary LPNs/Psych LPNs/MAs/NAs/Psych Techs shall have the right to appeal any Suspension without Pay or Termination to the Douglas County Civil Service Commission pursuant to the rules of that Commission. Probationary LPNs/Psych LPNs/MAs/NAs/Psych Techs shall not have any right to appeal or grieve any disciplinary actions.

Prior to any Suspension without Pay or Termination taking effect, there shall be a pre-disciplinary hearing, pursuant to Civil Service rules, for any non-probationary LPN/Psych LPN/MA/NA/Psych Tech. The LPN/Psych LPN/MA/NA/Psych Tech shall have the right to have union representation at that meeting and the representative shall be provided with a copy of the disciplinary letter. The purpose of this meeting is to allow the Member to explain his/her side of the facts, bring to the attention of administration any other facts the LPN/Psych LPN/MA/NA/Psych Tech believes relevant to the disciplinary action, and allow the administration to ask questions of the LPN/Psych LPN/MA/NA/Psych Tech. LPNs/Psych LPNs/MAs/NAs/Psych Techs are not entitled to union representation when there is no questioning regarding the disciplinary action and when administration is merely delivering notice of disciplinary action.

After the pre-disciplinary hearing, the Health Center Administrator (or the CMHC Director, depending on the applicable department), or his/her designee, shall file the written order of discipline with the Civil Service Commission, and shall serve a copy of the order upon the employee personally, by leaving it at his/or her usual place of residence, or by certified mail. Any employee so affected may, within ten calendar days after service of the order, appeal such order to the Civil Service Commission, pursuant to that Commission's rules.

After service of the order of discipline, the affected employee may submit to the Administrator (or CMHC Director), or his/her designee, a written request for copies of all evidence that was used to determine the suspension or termination. Within five (5) business days after receiving such request, the Administrator (or CMHC Director), or his/her designee, shall provide, through the County Attorney's Office, such documentation. It is understood that some documentation related to the discipline may be considered protected work product, and thus will not be provided to the employee.

After the disciplinary decision is made, the employee may meet with the Administrator (or CMHC Director) to discuss any issues relevant to the disciplinary matter. The union may be present during that meeting.

Section 3. If the Employer has reason to discipline an LPN/Psych LPN/MA/NA/Psych Tech, it shall be done by written notice within thirty (30) business days of the incident or within thirty (30) business days of when administration becomes aware of such incident, in a reasonable and professional manner and not before other LPNs/Psych LPNs/MAs/NAs/Psych Techs or the public, except where impractical. If the administration does not take disciplinary action within fifteen (15) business days, the affected LPN/Psych LPN/MA/NA/Psych Tech will be notified in writing that an investigation is ongoing. If during any investigation, information is developed which focuses on a different LPN/Psych LPN/MA/NA/Psych Tech, the time limits begin anew as to that LPN/Psych LPN/MA/NA/Psych Tech.

Both Documentation of Informal Disciplines and Written Reprimands that are more than one (1) year old, which were made a part of a LPN's/Psych LPN's/MA's/NA's/Psych Tech's personnel file, shall not be considered in promotions or in future disciplinary actions regarding said LPN/Psych LPN/MA/NA/Psych Tech.

Section 4. The County shall have the right to adopt and put into effect rules and regulations not in conflict with this agreement. All employees shall be subject to such rules and regulations, and any violations may be considered just cause for disciplinary action or discharge. The employees and the union may grieve such rules and regulations, and the application of those rules and regulations, pursuant to the grievance procedure set out in *Article 10* of this Agreement.

ARTICLE 12 - NO STRIKES AND LOCKOUTS

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

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

Section 3. The Employer agrees not to lock out any LPNs/Psych LPNs/MAs/NAs/Psych Techs during the life of this Agreement.

ARTICLE 13 - HOURS OF WORK & ON-CALL EMPLOYEES

Section 1. All LPNs/Psych LPNs/MAs/NAs/Psych Techs are scheduled for their days and hours for a four (4) week period. Each shift will have a regular starting and quitting time. At any time an LPN/Psych LPN/MA/NA/Psych Tech is unable to work a scheduled shift, he/she must find a replacement that does not cause overtime and must execute and submit the necessary paperwork as required by the administration. Those on approved sick leave, FMLA leave, funeral leave and jury duty are exempt from this requirement. Exceptions may also be made for extenuating circumstances.

Where possible, mandatory In-Services shall be scheduled to merge with/or fall within an-LPN's/Psych LPN's/MA's/NA's/Psych Tech's regular work shift, when the LPN/Psych LPN/MA/NA/Psych Tech is scheduled to work.

Section 2. LPNs/Psych LPNs/MAs/NAs/Psych Techs shall be expected to report to their designated work area at the designated time.

Section 3. No LPN/Psych LPN/MA/NA/Psych Tech shall be forced to work more than twelve (12) hours in any workday unless in emergency situations as declared by administration.

SEVERE WEATHER/DISASTERS

Whenever the Health Center Administrator or his/her designee declares severe weather, a disaster, or other emergency situation, LPNs/Psych LPNs/MAs/NAs/Psych Techs may be required to remain on duty and perform required functions. When these conditions exist, LPNs/Psych LPNs/MAs/NAs/Psych Techs may not leave the facility until dismissed by the Department Head or designee. LPNs/Psych LPNs/MAs/NAs/Psych Techs will be paid for hours worked for the time they are required to remain on duty.

LPNs/Psych LPNs/MAs/NAs/Psych Techs who are required to remain on duty may be instructed to sleep so they are ready to complete assigned duties when needed and will be paid regular pay for all time they sleep. Employees shall be provided a clean, quiet place to sleep.

LPNs/Psych LPNs/MAs/NAs/Psych Techs arriving late for work due to severe weather, a disaster, or other emergency situation, as declared by the Health Center Administrator or his/her designee, will not be considered tardy and will be paid for hours worked.

LPNs/Psych LPNs/MAs/NAs/Psych Techs shall be provided with food during those periods explained above if required to work beyond their scheduled shift.

STAFFING EMERGENCIES

In the event the administration declares a staffing emergency, not caused by severe weather (e.g. due to call-ins or no call/no show), LPNs/Psych LPNs/MAs/NAs/Psych Techs may be required to remain on duty to maintain required staffing levels until dismissed by the Supervisor. In such a case the Supervisor shall make every attempt to provide coverage as soon as possible.

Section 4. The following provisions apply to all on-call employees:

- A. LPNs/Psych LPNs/MAs/NAs/Psych Techs may enter on-call status upon request and management approval.
- B. On-call staff is not eligible for any benefits, except for shift differential.

- C. On-Call staff must comply with specific departmental on-call staffing agreements.
- D. DCHC on-call staff must work at least one (1) weekend per four-week schedule. CMHC on-call staff must work at least two (2) shifts per four-week schedule. DCHC Administration has the right to waive these requirements and/or cancel on-call shifts based on staffing needs.

ARTICLE 14 - OVERTIME/EXTRA SHIFTS

Section 1. Time and one-half of the LPN's/Psych LPN's/MA's/NA's/Psych Tech's regular base hourly salary shall be paid for all hours of work in excess of forty (40) in any workweek. A workweek is defined as the day shift Sunday morning through the night shift on Saturday.

Section 2. Employees are scheduled for their days and hours for a four (4) week period. Such schedule is posted two (2) weeks prior to the start of the four (4) week period.

After such schedule is determined, management will identify the need for any "extra shifts" and shall post two 'first round' lists (one for nurses and one for MAs, NAs, Psych Techs) for such "extra shifts" by date, shift and unit. Such lists shall be posted in a central location in each department (for example, in the DCHC staffing department and/or online when available). These lists will contain appropriate space for staff to sign up to work these "extra shifts." Employees volunteering for additional shifts during the 'first round' may sign up for a maximum of three (3) additional 8-hour shifts (24-hours), per week. An employee must include his/her seniority number and legible signature on the appropriate list. The DCHC/CMHC Administrator or designee, will rely on the seniority number the employee lists. Any repeated error in the listing of seniority number will be cause for discipline. These "extra shifts" lists will remain posted for a period of three (3) consecutive twenty-four (24) hour days. At the end of the posting period, the DCHC/CMHC Administrator or designee, will review the lists and all extra shift work shall be distributed on a seniority basis for those qualified LPNs/Psych LPNs/MAs/NAs/Psych Techs volunteering on their specific list. It is understood that the employer may utilize employees on straight time prior to overtime.

After determining the employees that have been awarded an "extra shift(s)" the DCHC/CMHC Administrator or designee, will post the lists of the assigned extra shifts. The lists shall be posted in a central location (for example, in the DCHC staffing department and/or online when available) in each department no later than one (1) week before the start of the schedule. The posting of the lists of awarded extra shifts shall be the notice to those employees that they are required to report for such extra shift. It is the employees' responsibility to check the lists of awarded extra shifts if they have volunteered on such lists. There shall be no need for any individual notice to the employee.

It is understood that employees' ability to bid for the "unit" pursuant to the above applies only to DCHC employees and not to the employees of CMHC.

If vacancies for extra work remain after the posting of the lists of awarded extra shifts, or arise after the posting of such lists, the DCHC/CMHC Administrator or designee, has the sole and exclusive right to fill such vacancies. The DCHC/CMHC Administrator or designee, will make every reasonable effort to utilize employees covered in this agreement before using an outside contractor to fill these vacancies.

At any time an employee is unable to work a scheduled shift, he/she must find a replacement that does not cause overtime, have that exchanged approved by the DCHC/CMHC Administrator or designee, and execute and submit the necessary paperwork as required by the administration. Those on approved sick leave, FMLA leave, funeral leave and jury duty are exempt from this requirement. Exceptions may be made for extenuating circumstances.

ARTICLE 15 - CALL IN PAY

Section 1. Where an LPN/Psych LPN/MA/NA/Psych Tech is called to duty during his/her off duty time and such time does not merge with his/her regularly scheduled duty shift, such LPN/Psych LPN/MA/NA/Psych Tech shall be paid for a minimum of two (2) hours at straight time or the actual number of hours worked, unless a period shorter than two (2) hours has been prescheduled and approved by the LPN/Psych LPN/MA/NA/Psych Tech.

Section 2. Where an LPN/Psych LPN/MA/NA/Psych Tech is scheduled, during his/her off duty time, to attend a mandatory inservice that is not offered either during his/her regularly scheduled shift or at a time that does not merge with his/her regularly scheduled shift such LPN/Psych LPN/MA/NA/Psych Tech shall be paid for a minimum of two (2) hours, provided that the LPN/Psych LPN/MA/NA/Psych Tech immediately completes the required form. That form shall state the inservice that was attended, the date and time attended, and the LPN/Psych LPN/MA/NA/Psych Tech shall also include on the form that the inservice was scheduled during their off duty time. If the employee does not complete the form, then the employee will be paid only for the actual time in attendance at the inservice. The form is available in the House Supervisor's Office and the Nursing Staffing Office.

ARTICLE 16 - WORK BREAKS AND MEAL PERIOD

Section 1. LPNs/Psych LPNs/MAs/NAs/Psych Techs will be granted only two (2) fifteen (15) minute paid rest periods and one (1) thirty (30) minute unpaid meal period during a scheduled eight and one-half (8 ½) hour work shift. The two (2) fifteen (15) minute breaks may be combined with the approval of the Department Head or his/her designee. All breaks must be taken prior to the last one (1) hour of the employee's shift.

Section 1A. When an employee is required to work beyond their scheduled eight and one-half (8 ½) hour shift, he/she will be assigned break times in accordance with other staff regularly working that shift.

Section 2. LPNs/Psych LPNs/MAs/NAs/Psych Techs required to work a minimum of four (4) hours after their regular shift, shall be entitled to one (1) additional thirty (30) minute paid meal period. All breaks must be taken prior to the last one (1) hour of the employee's shift.

Section 3. In the event that an LPN/Psych LPN/MA/NA/Psych Tech is required by his/her supervisor or in an emergency situation to work during his/her meal period, such LPN/Psych LPN/MA/NA/Psych Tech shall be compensated for the entire thirty (30) minute meal period. In order to be so compensated, such LPN/Psych LPN/MA/NA/Psych Tech must complete and properly execute a form documenting such work and supervisory approval. Every reasonable effort will be made to ensure that all employees are receiving their 30-minute meal breaks.

ARTICLE 17 UNPAID LEAVES OF ABSENCE FOR MEDICAL REASONS

Section 1. It is the County's intent to comply with all requirements of the Family Medical Leave Act (FMLA). Additionally, the DCHC or CMHC may grant unpaid leaves of absences for medical reasons that are not covered by the FMLA, regardless of length of employment, based upon the following criteria:

- A. The LPN/Psych LPN/MA/NA/Psych Tech must have first exhausted all of his/her paid leave.
- B. The LPN/Psych LPN/MA/NA/Psych Tech must comply with all DCHC or CMHC policies and procedures regarding unpaid medical leave.

- C. Such unpaid medical leave shall be granted up to fifteen (15) calendar days. An LPN/Psych LPN/MA/NA/Psych Tech may be granted an extension of their unpaid medical leave.
- D. In deciding on whether to grant or extend this unpaid leave, the administration shall consider the impact of such leave on the ability of the DCHC or CMHC to provide required services to the public.
- E. Ordinarily, the DCHC or CMHC will not grant an extension of this unpaid leave of absence when an LPN/Psych LPN/MA/NA/Psych Tech has used their entire FMLA entitlement.

**ARTICLE 18
UNPAID LEAVES OF ABSENCE FOR NON-MEDICAL REASONS**

Section 1. Any request for an unpaid leave of absence for non-medical reasons shall be submitted in writing within thirty (30) calendar days in advance of the requested leave to administration stating the reason for leave and approximate duration thereof. The LPN/Psych LPN/MA/NA/Psych Tech shall receive a response in writing within fifteen (15) calendar days of administration's receipt of the LPN's/Psych LPN's/MA's/NA's/Psych Tech's request as to whether or not his/her request has been granted or denied. No leave of absence under this Article shall be granted for an initial period in excess of three (3) months. An LPN/Psych LPN/MA/NA/Psych Tech may be granted an extension of their unpaid leave at the sole discretion of the administration. All vacation leave and the floating holiday must be exhausted before requesting an unpaid leave of absence. The administration shall have the right to waive the LPN's/Psych LPN's/MA's/NA's/Psych Tech's thirty (30) calendar day advance notice requirement in times of emergency.

Section 2. If an LPN/Psych LPN/MA/NA/Psych Tech is on an unpaid leave of absence pursuant to this article, his/her position will not be permanently filled. The administration, in its sole discretion, will fill such position on a temporary basis. Failure to return from a leave as authorized may be considered by the employer as a voluntary resignation.

Section 3. LPNs/Psych LPNs/MAs/NAs/Psych Techs who are authorized delegates of the Local Union to a State Council, Union Seminar or International Union Convention may request to use earned vacation leave or unpaid leave for such purposes. Such request must be made in a reasonable period of time before the leave is taken and shall not be unreasonably denied by the administration. The employer may limit to two (2) nurses (RNs and LPNs) and two (2) MAs/NAs/Psych Techs utilizing leave during any period for this purpose.

ARTICLE 19 - SICK LEAVE

Section 1. All full time LPNs/Psych LPNs/MAs/NAs/Psych Techs shall earn sick leave credits each payroll period at the rate of fourteen (14) days per year, prorated over twenty-six (26) pay periods, 4.308 hours per pay period, where the LPN/Psych LPN/MA/NA/Psych Tech has been working or on paid leave. Part-time LPNs/Psych LPNs/MAs/NAs/Psych Techs shall earn sick leave credits on a pro rata basis. On-call LPNs/Psych LPNs/MAs/NAs/Psych Techs shall not earn sick leave. Sick leave is paid at straight time, exclusive of shift differential. Sick Leave hours will be charged at the rate equal to the employee's normal work schedule (e.g. 8 hour and 12 hour).

Sick leave for full-time LPNs/Psych LPNs/MAs/NAs/Psych Techs shall be earned each payroll period where the employee has worked or been on paid leave fifty percent (50%) or more of his/her regularly scheduled hours for such payroll period at a rate equivalent to that listed above.

Section 2. Sick leave may not be utilized during the first one hundred and eighty (180) days of employment with the County.

Section 3. LPNs/Psych LPNs/MAs/NAs/Psych Techs 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 staff or the public would be endangered by attendance on duty.

Section 4. LPNs/Psych LPNs/MAs/NAs/Psych Techs using sick leave may be asked to provide medical certification if there is an indication, by history, of improper use of sick leave; or there is an indication of improper use of sick leave surrounding the current request; or there is a question on whether the LPN/Psych LPN/MA/NA/Psych Tech is medically able to return to work; or if there is a question as to whether the member's illness is in a "contagious" stage. For sick leave of three (3) or more consecutive working days, the LPN/Psych LPN/MA/NA/Psych Tech must submit medical certification. Failure or refusal by the LPN/Psych LPN/MA/NA/Psych Tech to observe this regulation will result in the LPN/Psych LPN/MA/NA/Psych Tech being absent without pay until he/she complies with the terms of this agreement. This absence will be unexcused.

Section 5. Where an LPN/Psych LPN/MA/NA/Psych Tech is absent because of injury or sickness covered by the Nebraska Workers' Compensation Act, the LPN/Psych LPN/MA/NA/Psych Tech has the option of using earned sick leave to the extent that when added to the compensation payable under Workers' Compensation, it would equal the LPN's/Psych LPN's/MA's/NA's/Psych Tech's base pay. It will be the LPN's/Psych LPN's/MA's/NA's/Psych Tech's responsibility to notify his/her employer that he/she does not want to use sick leave. If an LPN/Psych LPN/MA/NA/Psych Tech 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 LPN/Psych LPN/MA/NA/Psych Tech is performing duties at the second job that are prohibited by his/her medical restrictions then the County reserves the right to terminate that LPN's/Psych LPN's/MA's/NA's/Psych Tech's workers' compensation benefits.

Section 6. Where an LPN/Psych LPN/MA/NA/Psych Tech 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 leave in accordance with and pursuant to the provisions of *Article 17*.

Section 7. The LPN/Psych LPN/MA/NA/Psych Tech 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 base pay.

Section 8. LPNs/Psych LPNs/MAs/NAs/Psych Techs are not entitled to payment for their accumulated but unused sick leave at the time of their separation. Such sick leave will be applied to pension benefits in accordance with the Douglas County pension plan. Sick leave earned after accumulation of 1,440 hours shall be applied to the LPN's/Psych LPN's/MA's/NA's/Psych Tech's pension as per the Douglas County pension plan.

ARTICLE 20 - OTHER PAID LEAVES

Section 1. The Employer shall provide LPNs/Psych LPNs/MAs/NAs/Psych Techs 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 LPN/Psych LPN/MA/NA/Psych Tech is entitled.

Section 2. Any LPN/Psych LPN/MA/NA/Psych Tech ordered to active service of the State or the United States pursuant to the provisions of Neb. Rev. Stat. §§ 55-160, 55-161 (*R.R.S. 1943, rev. 2002*), shall be entitled to a military leave of absence until such LPN/Psych LPN/MA/NA/Psych Tech is released from

active service by competent authority. During a military leave of absence, the LPN/NA/Psych Tech shall receive the difference between their regular rate of County pay and their military pay while on active duty, to the extent that their regular County pay is higher.

Section 3. Where an LPN/Psych LPN/MA/NA/Psych Tech is required by the employer or is subpoenaed to testify in connection with his/her official duties in a matter pending before a Court or other administrative tribunal, such time shall be considered hours of work, exclusive of shift differential. Any witness fee received by the LPN/Psych LPN/MA/NA/Psych Tech shall be paid to the Employer.

Section 4. Where an LPN's/Psych LPN's/MA's/NA's/Psych Tech's attendance is required for jury or Election Board duty, he/she shall be scheduled for the day shift. If the employee is released from jury or Election Board duty for that day, the employee is required to report to work to finish the remainder of their scheduled day shift. Once the employee's jury or Election Board duty obligation is finished, such employee will return to their regular shift. Any remuneration received by the employee for jury or Election Board duty shall be remitted to the County and that employee shall be paid their base pay. The LPN/Psych LPN/MA/NA/Psych Tech shall provide their immediate supervisor with at least one (1) week's advance notice of the required attendance for jury or Election Board duty. The LPN/Psych LPN/MA/NA/Psych Tech shall provide evidence of required attendance for jury or Election Board duty.

Section 5. Where there is a death of the LPN's/Psych LPN's/MA's/NA's/Psych Tech's spouse, mother, father, current stepmother, current stepfather, or LPN's/Psych LPN's/MA's/NA's/Psych Tech's children/step-children, or foster children, the employee may utilize funeral leave not to exceed five (5) paid working days. Where there is a death of an LPN's/Psych LPN's/MA's/NA's/Psych Tech's grandparent, brother, sister, stepbrother, stepsister, half brother, half sister, current mother-in-law, current father-in-law, current daughter-in-law, current son-in-law, an employee may utilize funeral leave not to exceed three (3) paid working days. Where there is a death of a grandchild, current brother-in-law, current sister-in-law, current aunt, current uncle, or any person related by blood or marriage and who is not more distant than a 2nd cousin, current great aunt or current great uncle, or any person who at the time of death was a resident of the household of the LPN/Psych LPN/MA/NA/Psych Tech, the employee may utilize up to one (1) paid 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.

Section 6. LPNs/Psych LPNs/MAs/NAs/Psych Techs will be paid their normal duty shift, exclusive of shift differential, when directed to attend official functions of professional organizations (either at their own request or at the direction of the administration). It is understood that this pay shall apply anytime such employee is directed to attend such functions.

ARTICLE 21 - VACATION LEAVE

Section 1. A full-time LPN/Psych LPN/MA/NA/Psych Tech shall earn vacation leave in accordance with the provisions of Section 2 hereof and a part-time employee shall earn vacation leave based on the number of hours worked per pay period, not to exceed the number of hours earned by a full-time employee with the same years of service.

Section 2. Vacation leave for full-time LPNs/Psych LPNs/MAs/NAs/Psych Techs 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.

YEARS OF CONTINUOUS SERVICE

VACATION LEAVE

Start 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

Employees shall begin accruing fifteen (15), twenty (20) or twenty-five (25) days vacation per year after completion of their fourth, ninth or fourteenth year of continuous service respectively.

Section 3. Vacation leave may be used by an employee who has satisfactorily completed his/her six (6) month probationary period.

Section 4. Commencing on February 1st for a period of thirty (30) calendar days, LPNs/Psych LPNs/MAs/NAs/Psych Techs may designate on an annual vacation request form provided by the employer their preferences for scheduled vacation leave for the period beginning May 1st through April 30th of the following year. A minimum of two (2) nursing staff (RNs and LPNs) will be granted their request for vacation during the day shift and evening shift, for the night shift, a minimum of one nursing staff (RNs and LPNs) will be granted their vacation leave request. A minimum of two (2) Medication Aides, Nursing Assistants, Psych Techs will be granted their request for vacation during the day shift and evening shift; for the night shift, a minimum of one (1) Medication Aides, Nursing Assistants/, Psych Techs will be granted their request for vacation.

Whereby virtue of the employer’s scheduling of vacation leave, a conflict exists among the designated preferences of employees on the same work shift, seniority as defined in *Article 7*, Section 1, shall control. If an LPN/Psych LPN/MA/NA/Psych Tech requests more than one (1) vacation leave on the designated annual vacation request form, seniority shall apply only to the LPN’s/Psych LPN’s/MA’s/NA’s/Psych Tech’s first vacation choice, regardless of the length of the vacation request time (e.g. 1 day or 2 weeks). The employer shall post scheduled approved annual vacations in the individual departments thirty calendar (30) days after the completion of the posting period as described in this Section.

It is understood by and between the parties that the administration has the sole and exclusive right to cancel any pre-approved vacation based upon patient care emergency situations or operational needs such as inspections, surveys, etc. However, the administration recognizes that the planning for vacations is an important benefit for its employees; therefore, the administration will only cancel vacations as a last resort, and will consider the circumstances of individual employee’s vacation plans before deciding whether or not to cancel a vacation leave.

Section 5. Requests for vacation leave, not requested on the designated annual vacation request form, will be granted on a first come first serve basis, regardless of seniority, and are to be requested on the designated time off request form. It is understood that one of the factors the administration will consider in granting additional vacation leave after the bid process in Section 4 is completed shall be the number of nurses or nursing assistants previously approved for vacation leave. It is understood that if there is an “open spot” in the vacation postings book then the LPN/Psych LPN/MA/NA/Psych Tech who signs up in that “spot” shall be automatically approved for vacation on that day. There shall be only enough “lines” in such vacation postings book as there is allotted minimums, as per Section 4 of this Article.

Section 6. A request for vacation time off after the thirty (30) day annual vacation posting deadline must be recorded on the designated time off request form. Vacation request forms shall be made available for employees to complete after the thirty (30) day annual vacation-posting deadline. The employee shall be notified of the approval/denial by the posting of the schedule for which the vacation request was made. Vacation forms are pulled four (4) weeks before the schedule is to begin. Vacation requests written on

the request from are granted according to request date and staffing needs. All requested days written on the vacation request form and posted on the schedule will be recorded as vacation time.

Requests for time off other than scheduled vacation (e.g. due to classes, reserves) are not to be recorded on the Vacation Request Form. These special requests must be submitted on a separate request form to Nursing Administration for approval. Employees must provide a copy of their school schedule.

Section 7. Any request for vacation turned in after the Vacation Request Form is pulled shall be considered a late request. Late vacation requests and requests for emergency vacation are considered on an individual basis by the Director of Nursing or designee. The granting of late vacation requests and requests for emergency vacation will be based on the staffing needs of the facility.

Section 8. The rate of pay for vacation time shall be the employee's base rate of pay (excluding shift differential).

Section 9. Employees who are separated from the service of the employer for any reason, or are placed on on-call status, shall be entitled to payment for their accumulated but unused vacation leave at the time of their separation from service or at the time they go on-call.

Section 10. LPNs/Psych LPNs/MAs/NAs/Psych Techs may carry a maximum of 240 hours of vacation from one calendar year to the next. Any vacation in excess of 240 hours must be utilized by the last pay period of each year or will be forfeited.

Section 11. If an employee on approved vacation leave becomes sick or injured, and provides to the Department Head or his/her designee a doctor's note evidencing such illness or injury, the employee will be allowed to substitute earned sick leave for that period of time they were sick or injured.

ARTICLE 22 - HOLIDAYS

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

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

(1) Floating Holiday*

*At the request of the employee and the approval of the DCHC/CMHC Administrator or designee

The first vacation day(s) that an employee takes each calendar year shall be counted as their floating holiday and shall not be counted against their vacation leave accrual. The floating holiday only applies to full-time employees who have satisfactorily completed their six (6) month probationary period.

Section 2. Only full time LPNs/Psych LPNs/MAs/NAs/Psych Techs shall be paid their base pay for holidays not worked.

Section 3. Any LPN/Psych LPN/MA/NA/Psych Tech who works on a holiday will receive holiday pay that is their base pay for their regularly scheduled shift. In addition, any LPN/Psych LPN/MA/NA/Psych Tech working on the holiday shall receive time and one-half including any shift differential for actual hours worked.

Section 4. If an observed holiday falls during a regular full time LPN's/Psych LPN's/MA's/NA's/Psych Tech's vacation period, such observed holiday shall not be charged against the LPN's/Psych LPN's/MA's/NA's/Psych Tech's vacation leave.

Section 5. All LPNs/Psych LPNs/MAs/NAs/Psych Techs, excluding on-call LPNs/Psych LPNs/MAs/NAs/Psych Techs, are required to work the equivalent of every other holiday. For scheduling purposes only, Thanksgiving and the Day after Thanksgiving shall be considered as one (1) worked holiday. New Year's Day and Martin Luther King's Birthday shall also be considered one (1) worked holiday. For example, an employee will work both Thanksgiving and the Day after Thanksgiving in one year and then will be off these days in the following year. Employees are paid for both holidays worked.

ARTICLE 23 - UNION STEWARDS

Section 1. The Employer will recognize the Union stewards and their alternates, which have been chosen in writing by the designated Union representative. The designated Union representative shall provide, in writing, a list of all newly appointed union stewards in a timely manner to the DCHC/CMHC Administrator or designee.

Section 2. Union Stewards shall be allowed on the County's premises during non-working time, or at such other times as authorized by the DCHC/CMHC Administrator or designee, to investigate and process grievances, post printed matter on Union bulletin boards, and disseminate official Union communications. As used herein the term "non-working time" means the non-working time of the steward and any bargaining unit LPN/Psych LPN/MA/NA/Psych Tech contacted.

Union stewards shall not suffer a loss in pay during their normal workweek doing Union business approved by the DCHC/CMHC Administrator or designee.

ARTICLE 24 - UNION ACTIVITIES

Section 1. Representatives of the Union, previously identified to the DCHC/CMHC Administrator or designee in writing by the Union, shall be permitted to come on County premises for the purposes of investigating and discussing grievances and to observe contract adherence if they first notify the DCHC/CMHC Administrator or designee. In no event shall such visits be allowed to interfere with the scheduled work of the LPNs/Psych LPNs/MAs/NAs/Psych Techs.

Section 2. The Union or its designee shall be allowed time to meet with newly hired LPNs/Psych LPNs/MAs/NAs/Psych Techs who are governed by this contract, during their classroom orientation, for the purpose of explaining the Union labor contract. The union or its designee shall be allowed to sign up new members immediately after the conclusion of these meetings. The DCHC/CMHC Administrator or designee will determine the timing of these meetings.

Section 3. A list of new employees in the bargaining unit will be given to the union within seven (7) days after the 1st day of orientation.

ARTICLE 25 - BULLETIN BOARDS

Section 1. The Employer shall provide the Union with reasonable bulletin board space on “Main Street”.

Section 2. Any materials posted on the bulletin boards shall not contain anything in violation of Federal or State law, Civil Service rules or County policies, nor any personal references to individuals.

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

In addition, other materials may be posted with prior approval of both the Union and the DCHC/CMHC Administrator or designee.

ARTICLE 26 - MISCELLANEOUS PROVISIONS

Section 1. Reasonable first aid supplies shall be available to LPNs/Psych LPNs/MAs/NAs/Psych Techs during working hours. If an LPN/Psych LPN/MA/NA/Psych Tech is injured in a major accident during working hours, the employee will be taken to the nearest emergency medical facility.

Section 2. Pension benefits will be in conformity with those of all other LPNs/Psych LPNs MAs/NAs/Psych Techs within the County.

The following pension benefit terms apply to bargaining unit employees hired after May 1, 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. Any LPN/Psych LPN/MA/NA/Psych Tech hired after the shift differential changes were made to the payroll system as part of the 2007 to 2010 union contract will be paid shift differential as follows:

Occupation	When	Days	Evenings	Nights
LPN, Psych LPN	Weekday	0	\$2.00/hr	\$2.25/hr
	Weekend	\$1.50/hr	\$2.25/hr	\$2.50/hr
MA, NA/, Psych Tech	Weekday	0	\$1.00/hr	\$1.25/hr
	Weekend	.75c/hr	\$1.25/hr	\$1.50/hr

Current LPNs/Psych LPNs/MAs/NAs/Psych Techs who are receiving shift differential at a rate higher than the above shift differential table will continue to be paid at that shift differential step, but will not progress to any higher shift differential step.

Section 4. When an LPN/Psych LPN/MA/NA/Psych Tech becomes qualified to move to a higher classification (obtains an LPN or RN license), the employer will consider these employees for promotional opportunities pursuant to the Civil Service rules (i.e. such employees shall be eligible to apply for an internal posting).

Section 5. The Administration will not be required to utilize LPNs to fill MA/NA/Psych Techs staffing needs.

Section 6. Drug Testing Program. All drug testing of employees shall be conducted pursuant to the Douglas County Drug Testing Policy, as set out in the Douglas County Civil Service manual. However, the employee may be required to submit to drug or alcohol testing after they are involved in any accident or injury that occurs while they are on the job, regardless of whether there is reasonable cause to believe the employee was impaired by drugs or alcohol at the time of the accident or injury.

ARTICLE 27 - INSURANCE

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 below.

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

Section 2. Douglas County reserves the right to select the method by which health insurance benefits are provided.

ARTICLE 28 - WAGES

For the 2017 calendar year, LPNs/Psych LPNs/MAs/NAs/Psych Techs will receive a one-time 2.0% payment based on the previous (2016, 2017) ‘base wage’ scale shown below. This payment will be calculated based on each individual's ‘base wage’ rate on December 31, 2017. An employee who left DCHC/CMHC employment during 2017 and therefore, was not employed on December 31, 2017 will not receive a one-time payment. This ‘base pay’ amount will only include his/her regular pay and any utilized sick leave, vacation leave, funeral leave, jury duty leave, holiday leave, and/or FMLA leave amounts, however, will not include any overtime hours, shift differential, weekend differential, on-call pay or any other supplemental monetary amount that the individual earned during calendar year 2017.

Title		Start	1-5 yrs pr exp	5+ yrs pr exp	6 months	1 year	2 years	3 years	4 years	5 years	6 years	7 years
LPN	0270	18.35	19.43	20.57	20.84	21.33	21.85	22.33	22.73	22.99	23.85	24.72
Psych LPN	0958	18.35	19.43	20.57	20.84	21.33	21.85	22.33	22.73	22.99	23.85	24.72
Medication Aide	0945	14.29	14.50	14.79	15.09	15.39	16.01	16.65	17.31	18.01	18.73	19.48
Nursing Assistant	0955	13.42	13.71	13.93	14.13	14.64	15.13	15.59	16.11	16.36	17.21	18.09
Psych Tech	0959	13.42	13.71	13.93	14.13	14.64	15.13	15.59	16.11	16.36	17.21	18.09

Effective January 1, 2018, LPNs/Psych LPNs/MAs/NAs/Psych Techs will receive a 2.5% increase over the previous (2016, 2017) wage scale:

Title		Start	1-5 yrs pr exp	5+ yrs pr exp	6 months	1 year	2 years	3 years	4 years	5 years	6 years	7 years
LPN	0270	18.81	19.92	21.08	21.36	21.86	22.40	22.89	23.30	23.56	24.45	25.34
Psych LPN	0958	18.81	19.92	21.08	21.36	21.86	22.40	22.89	23.30	23.56	24.45	25.34
Medication Aide	0945	14.65	14.87	15.16	15.47	15.78	16.41	17.06	17.75	18.46	19.20	19.96
Nursing Assistant	0955	13.76	14.05	14.28	14.48	15.01	15.51	15.98	16.51	16.77	17.64	18.54
Psych Tech	0959	13.76	14.05	14.28	14.48	15.01	15.51	15.98	16.51	16.77	17.64	18.54

Effective January 1, 2019, LPNs/Psych LPNs/MAs/NAs/Psych Techs will receive a 2.5% increase over the previous (2018) wage scale:

Title	OCC	Start	1-5 yrs pr exp	5+ yrs pr exp	6 months	1 year	2 years	3 years	4 years	5 years	6 years	7 years
LPN	0270	19.28	20.41	21.61	21.90	22.41	22.96	23.46	23.88	24.15	25.06	25.97
Psych LPN	0958	19.28	20.41	21.61	21.90	22.41	22.96	23.46	23.88	24.15	25.06	25.97
Medication Aide	0945	15.01	15.24	15.54	15.85	16.17	16.82	17.49	18.19	18.92	19.67	20.46
Nursing Assistant	0955	14.10	14.40	14.64	14.85	15.38	15.90	16.38	16.93	17.19	18.08	19.01
Psych Tech	0959	14.10	14.40	14.64	14.85	15.38	15.90	16.38	16.93	17.19	18.08	19.01

Effective January 1, 2020, LPNs/Psych LPNs/MAs/NAs/Psych Techs will receive a 2.5% increase over the previous (2019) wage scale:

Title	OCC	Start	1-5 yrs pr exp	5+ yrs pr exp	6 months	1 year	2 years	3 years	4 years	5 years	6 years	7 years
LPN	0270	19.76	20.92	22.15	22.44	22.97	23.53	24.05	24.48	24.76	25.68	26.62
Psych LPN	0958	19.76	20.92	22.15	22.44	22.97	23.53	24.05	24.48	24.76	25.68	26.62
Medication Aide	0945	15.39	15.62	15.93	16.25	16.58	17.24	17.93	18.65	19.39	20.17	20.97
Nursing Assistant	0955	14.45	14.76	15.00	15.22	15.77	16.29	16.79	17.35	17.62	18.53	19.48
Psych Tech	0959	14.45	14.76	15.00	15.22	15.77	16.29	16.79	17.35	17.62	18.53	19.48

Section 2. On-call employees will be paid as follows:

LPNs/Psych LPNs/MAs/NAs/Psych Techs who transfer **from an on-call position to a point position** who have been employed for six (6) months, will be placed on the appropriate pay scale commensurate with their years of service and will progress to the next step annually on their anniversary date, but will no longer receive an additional \$1.25/hour. LPNs/Psych LPNs/MAs/NAs/Psych Techs who transfer from an on-call position to a point position who have been employed for less than six (6) months, will be placed on the pay scale commensurate with their years of experience and will progress to the next step annually on their anniversary date, but will no longer receive an additional \$1.25/hour.

On-call LPNs/Psych LPNs/MAs/NAs/Psych Techs who transfer **from a point position to an on-call position** will stay on the same pay step, but will receive an additional \$1.25/hour. After such time, the LPN/Psych LPN/MA/NA/Psych Tech will progress to the next step annually on their anniversary date. They will continue to receive the \$1.25/hour as long as they remain on-call.

For the first six (6) months of employment, any LPN/Psych LPN/MA/NA/Psych Tech **hired into an on-call position** will be paid at a rate of pay on the pay scale based upon their verified years of experience plus an additional \$1.25/hour. After such time, such new LPN/Psych LPN/MA/NA/Psych Tech will progress to the next step annually on their anniversary date. They will continue to receive the \$1.25/hour as long as they are on-call.

Section 3. Longevity Pay. Effective January 1, 2015, new members of this bargaining unit shall not earn longevity pay. All full-time employee members hired on or before December 31, 2014, shall be entitled to Longevity Pay pursuant to the schedule below. Longevity will be based on the employee's hire date as a member of the 554-LPN/PSYCH LPN/MA/NA/PSYCH TECHS' bargaining unit.

Years of Employment	Longevity Pay
6 – 9 years of employment (finished 5 th yr, going into 6 th yr.)	\$.18 per hour
10 – 12 years of employment (finished 9 th yr, going into 10 th yr)	\$.30 per hour
13 – 14 years of employment (finished 12 th yr, going into 13 th yr)	\$.33 per hour
15 – 19 years of employment (finished 14 th yr, going into 15 th yr)	\$.45 per hour
Over 20 years of employment (finished 19 th yr, going into 20 th yr)	\$.62 per hour

ARTICLE 29 - DURATION OF AGREEMENT

Section 1. This agreement between the International Brotherhood of Teamsters, General Drivers and Helpers Union Local #554, and Douglas County, commences January 1, 2017, and terminates December 31, 2020. 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 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.

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



Vice President

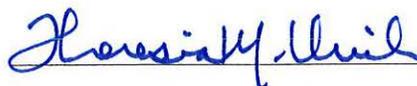
DATE: 8-29-18

DOUGLAS COUNTY, NEBRASKA



Chair, Board of County Commissioners

APPROVED AS TO FORM:



Deputy County Attorney

COUNTY OF DOUGLAS - OFFICIAL RECORD

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

Agenda item: Board of County Commissioners – Consent Agenda
(i.e. Consent/Recognition-Proclamation/Presentation/Public Hearing/Committee, etc.)
Date to be on agenda: 8/28/2018

RECEIVED
AUG 27 2018
Douglas Co. Clerk
Douglas County, Nebraska

Exact wording to be used for the agenda:

Resolution approving a four-year labor agreement with the Local #554 International Brotherhood of Teamsters, General Drivers & Helpers union, representing covered Licensed Practical Nurses, Psychiatric Licensed Practical Nurses, Medication Aides, Nursing Assistants and Psychiatric Technician employees within the Douglas County Health Center and Douglas County Community Mental Health Center

Action requested: Approval

Amount requested: _____ Object Code: _____

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

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

If yes, explain: Salary/wage increases for unit [Salary Adjustment Fund]: 2017: 2.0% one-time payment based on 2016 wages; 2018 wage increase: +2.5%; 2019 wage increase: +2.5%; 2020 wage increase: +2.5%

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

Previous action taken on this item, if any: N/A

Recommendations and rationale or action: N/A

Will anyone speak on behalf of this item, if so who? N/A

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

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

Date submitted: 8/16/18

List Attachments: Resolution + copy of 554-LPN, PSYCH LPN, MA, NA, PSYCH TECH Contract, Jan 2017 – Dec 2020

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

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

Completed by receiving office
Received in Administrative Office: Date 8/16/18 Time _____