

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

RESOLVED

WHEREAS, Douglas County has a labor contract with the International Union of Operating Engineers, Local #571, for classifications within the Public Properties Department; and,

WHEREAS, this contract expired on June 30, 2018, and the parties have successfully negotiated a new three and one-half year contract, effective for period July 1, 2018, through December 31, 2021.

NOW THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS, DOUGLAS COUNTY, NEBRASKA, THAT the attached labor contract with the International Union of Operating Engineers, Local #571, is hereby approved and adopted, and the Chair of this Board is authorized to execute said contract on behalf of Douglas County.

DATED this 30th day of April, 2019.

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

Adopted: April 30, 2019

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

(CERTIFIED COPY)



Daniel A. Esch
Douglas County Clerk

COLLECTIVE BARGAINING AGREEMENT

**DOUGLAS COUNTY, NEBRASKA
PUBLIC PROPERTIES DEPARTMENT**

AND

**LOCAL 571
INTERNATIONAL UNION OF OPERATING ENGINEERS**

July 1, 2018 through December 31, 2021

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ARTICLE 1 - RECOGNITION

Section 1. This Agreement is made and entered into by and between Douglas County, Nebraska, hereinafter referred to as “the County” and Local 571 of the International Union of Operating Engineers, hereinafter referred to as “the Union.” The employees covered under this contract will collectively be referred to as members of the “571-Public Properties” bargaining unit. The County recognizes the Union as the sole and exclusive bargaining agent for all full-time employees in the general employment categories of Foreman Licensed Engineer (‘Foreman Engineer’), Licensed Facility Engineer (‘Licensed Engineer’), Apprentice Engineer, Carpenter, Painter, Maintenance Mechanic and Maintenance Foreman for the purpose of engaging in conferences and negotiations, and establishing wages, hours and conditions of employment. Expressly excluded from the bargaining unit, among others, are all superintendents, supervisory, confidential personnel, seasonal and temporary employees. All engineers shall hold the appropriate City of Omaha license unless the parties hereto have agreed to exceptions in this agreement.

Section 2. The County 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 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 unions which seek to represent employees or engage in collective bargaining, other than the recognized Union.

Section 3. Temporary employees (to include the term seasonal employees) are herein defined as those employees hired for a period of time not to exceed six (6) months (180 calendar days). In the event of an emergency, the County and the Union Business Agent will meet to discuss an extension of the above.

Section 4. The County shall comply with all applicable laws, ordinances and regulations of the State of Nebraska, City of Omaha and Douglas County.

ARTICLE 2 - NON-DISCRIMINATION

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

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

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

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

ARTICLE 3 - HOLIDAYS

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

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
	Christmas Day
Floating Holiday (1)	With the Approval of Department Head

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

Section 2. Full-time employees shall be eligible for holiday pay if they are on the active payroll on the date of the holiday and if they work or are on an approved absence their last scheduled workday before and first scheduled workday after the holiday.

Section 3. Eligible full-time employees shall receive as holiday pay their normal daily rate of pay, at straight time.

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

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

Section 6. 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. An employee who was required to work on a holiday will not be required to take another day off because of the work performed on the holiday.

ARTICLE 4 - PROBATIONARY & TRIAL PERIODS

Section 1. All newly hired employees shall serve a probationary period of 180 calendar days. Probationary periods shall not be extended.

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

Section 3. Promoted employees shall serve a 90 calendar 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 department head or his/her designee is not satisfied with the employee's performance during the trial

period, or if the employee desires to return to his/her former position, such employee shall be reinstated to his/her former position or one similar thereto without loss of seniority and at a salary not lower than that received by him/her in such former position at the time of promotion.

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

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

ARTICLE 5 - CHECK-OFF

Section 1. The County shall, in accordance with the provisions of this Article, deduct certified regular monthly union dues from the pay of each employee, provided that at the time of such deduction the County has in its possession an unrevoked written authorization, executed by the employee.

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

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

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

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

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

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

ARTICLE 6 - NO STRIKES AND LOCKOUTS

Section 1. Neither the Union, nor any of its officers, agents or County employees, will instigate, promote, encourage, sponsor, engage in or condone any strike, picketing, slowdown, concerted work stoppage or any other intentional interruption of work during the term of this Agreement.

Section 2. In the event of an alleged unauthorized strike or concerted work stoppage, upon written notification to the Union of the existence of a strike or concerted work stoppage, the Union shall immediately make every effort to persuade employees to commence full performance of their duties and

shall immediately inform employees that the strike or concerted work stoppage is unauthorized and in violation of this Contract. The Union shall also advise employees of the appropriate provisions of Nebraska Law pertaining to strikes and concerted work stoppages by public employees.

Section 3. Any or all of the employees who violate any of the provisions of this Article may be discharged or disciplined by the County, including loss of compensation, vacation benefits and holiday pay.

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

ARTICLE 7 - SENIORITY

Section 1. "Seniority" is herein defined as an employee's continuous service with the County's Public Properties Department in any of the position classifications described in Article 1, Recognition, without a break or interruption except as provided in Section 2 of this Article.

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 of thirty (30) calendar days or less.
2. County layoffs of seven hundred and thirty days (730) or less.
3. Absence due to an unpaid disability leave of absence or injury or illness covered by the Nebraska Workers' Compensation Law not to exceed one (1) year.
4. Military leave in accordance with applicable Federal and State Law.
5. Leave pursuant to the Family Medical Leave Act (FMLA).

Section 3. Upon the return of an employee from an unpaid leave of absence of more than thirty (30) calendar days, or an unpaid disability leave of absence or workers' compensation covered illness or injury of more than one (1) year, such employee shall receive credit for service prior to such leave or layoff.

Section 4. New employees shall be added to the seniority list as of the date of their employment, following satisfactory completion of their probationary period.

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

Section 6. For the classifications of Foreman-Engineer, Licensed Engineer, Apprentice Engineer only, in all cases of transfers within the bargaining unit, the Department Head or his/her designee will consider the following factors:

1. Ability and qualifications to do the work
2. Seniority

Where ability and qualifications to perform the work are equal in the judgment of the Department Head or his/her designee (subject to the grievance procedure), length of continued service in the bargaining unit shall be the determining factor. It is understood that whenever the application of seniority is referred to in this Article, such application is subject to the provisions of this Section.

Section 7. The County and the Union recognize that the physical plants must operate efficiently. Therefore, if no transfers are requested and or made the Department Head or his/her designee may fill such position with an outside applicant or assign the position to the employee with the least seniority.

ARTICLE 8 - LAYOFF AND RECALL

Section 1. Whenever there is a reduction in work force, layoffs shall first be made on position seniority as described in *Article 7*. In the event a Foreman-Engineer has inadequate seniority to maintain employment within this classification, his/her overall bargaining unit seniority shall be used to allow him/her to displace a shorter service employee within the Licensed Engineer classification, provided in all cases that the employee so retained is qualified to perform the work. In the event a Maintenance Foreman has inadequate seniority to maintain employment within this classification, his/her overall bargaining unit seniority shall be used to allow him/her to displace a shorter service employee within the Carpenter/Painter classification, provided in all cases that the employee so retained is qualified to perform the work.

Section 2. Employees subject to layoff shall be given written notice at least fifteen (15) working days prior to the effective date of same. Such notice shall be sent certified mail to their last known address as shown on the County's records, or such notice may be given directly to the affected employees.

Section 3. No full time employee shall be laid off while there are probationary, seasonal or temporary employees, or apprentices, working in the bargaining unit positions covered by this contract.

Section 4. The names of full time employees who have been laid off shall be placed on a layoff list maintained by the County and such employees shall be eligible for reemployment for a period of two years. The County shall rehire in the reverse order of layoff; provided that such employees are otherwise qualified to perform the duties of the position. A laid off employee, subject to recall, shall not be required by the Department Head or his/her designee to report to work until fifteen (15) working days from the date of recall notice.

Section 5. When the County deems it necessary to curtail production, the Union agrees that it shall be necessary to reduce the hours of work in order to keep the work force intact as nearly as may be practicable.

Section 6. Before an actual reduction in force is made the Labor Management Committee shall meet to review the alternatives.

ARTICLE 9 - VACATION LEAVE

Section 1. Vacation leave shall be earned each payroll period where the employee has worked or been on paid leave at a rate equivalent to the schedule shown below. On an employee's first and last payrolls while employed, it shall be necessary for the employee to work or be on paid leave 50% or more of the regularly scheduled hours of such period before the employee is entitled to earn vacation credits.

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

Section 2. Vacation leave may be used by an employee who has completed six (6) months (180 calendar days) of service with the County.

Section 3. For the classifications of Foreman-Engineer, Licensed Engineer, Apprentice Engineer only, from December 1 – December 31, employees may designate on a form provided by the County their preferences for scheduled vacation leave for the following calendar year. Where, by 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 7 shall control. Where an employee desires to split his/her vacation, seniority shall control on only the first vacation choice of the employee. The Department Head or his/her designee shall post scheduled vacations in individual departments thirty (30) days after the completion of the posting period as described in this Section.

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

Section 3B. After employees have been given the opportunity to designate vacation leave preferences provided in Section 3 above, the Department Head or his/her designee shall thereafter 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 1, above, for the balance of the calendar year.

Section 4. For the classifications of Carpenter, Painter, Maintenance Mechanic and Maintenance Foreman only, vacation leave must be approved by a supervisor prior to time off. While the Department Head or his/her designee shall endeavor to schedule work production to allow employees to take vacation at the time requested, the needs of the Department shall assume precedence in the scheduling of vacations.

Section 5. The rate of vacation pay shall be the County's normal rate of pay in effect on the employee's day of work immediately preceding the employee's vacation period.

Section 6. Employees who have completed their probationary period and are separated from the service of the County for any reason shall be entitled to payment for their accumulated but unused vacation leave at the time of their separation.

Section 7. Vacation leave in excess of thirty (30) days shall not be carried forward from one calendar year to the next.

Section 8. Where an employee's vacation leave, scheduled pursuant to the provisions of Section 3 or Section 4 above, is cancelled by the Department Head or his/her designee, 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 cancelled vacation period and such time will not be charged against his/her accumulated vacation leave. The provisions of this section shall not apply where an employee cancels vacation that is to be rescheduled at a later date.

Section 9. An employee may request emergency vacation leave anytime that circumstances dictate. Emergency vacation leave will not be unreasonably denied. Approval or denial shall be based upon the nature of the alleged emergency.

Section 10. Employees requesting vacation shall be provided a copy of the vacation slip, signed by the Department Head or his/her designee, indicating that the vacation request has been approved or denied.

ARTICLE 10 - DISCIPLINE

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

The Director or his/her designee may counsel an employee on matters that the Director or his/her designee believes do not warrant disciplinary action. When the Director or his/her designee chooses to counsel the employee, such counseling shall be documented on the approved County counseling form. Counseling shall not be considered to be discipline. The Director or his/her designee shall keep the original of the counseling form and give the employee a copy. This form will not be placed in the employees' personnel file that is maintained in the County's Human Resources Department.

Section 2. Disciplinary action may be imposed on an employee only for just cause. Any disciplinary actions for employees who have completed their probationary period shall be subject to the grievance procedure. Disciplinary action involving disciplinary time off shall be effective for not more than one year following such action; thereafter, it shall not be used for any further discipline or in the determination of a promotion.

Section 3. If the Department Head or his/her designee has reason to reprimand an employee, it shall be done in a reasonable and professional manner and not before other employees or the public, except where impractical.

Section 4. Any disciplinary action must be initiated within ten calendar days from the time the incident becomes known to the employee's supervisor.

Section 5. An employee subject to demotion, suspension or discharge shall be given prompt written notice thereof setting forth the reasons for said action, a copy of which shall be given to the Union.

Section 6. After the Director issues the discipline (demotion, suspension or termination), the employee may meet with the Director to discuss any concerns the employee has regarding the discipline. That meeting shall be held as soon as is reasonably possible after the employee makes the request. The union may be present at that meeting. The employee and the union are still responsible for meeting all applicable appeal deadlines established by state statute and Civil Service rules.

ARTICLE 11 - GRIEVANCE PROCEDURE

Section 1. “Grievance” as defined in this Agreement is a claim of an employee arising during the term of this Agreement that is limited to matters concerning the application, meaning or interpretation of this Agreement, excluding disciplinary actions involving suspension, termination or demotion. The selection or the assignment of supervisory employees is the sole responsibility of the County and shall not be the subject of a grievance. Supervisory employees shall include the Chief Engineer and the Maintenance Superintendent. Any complaint relating to the County's retirement annuity plan, pension plan or group insurance plan, compulsory retirement of employees, or other practices and policies of the County with respect to annuities or group insurance, shall be determined by the County and shall not be considered a grievance nor subject to the grievance procedure.

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

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

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

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

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

Section 4. Any grievance, oral or written, 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.

Section 6. The following procedure shall be used in the submission of a grievance, as defined in Section 1 above. However, for grievances resulting from disciplines involving demotion, suspension or termination, the aggrieved employee shall skip steps 1 and 2 and proceed directly to step 3 (appeal to the Civil Service Commission).

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

Step 2. If satisfactory settlement is not reached under Step 1, copies of all correspondence between the employee and the non-bargaining unit supervisor shall be submitted to the Department Head or his/her designee by certified mail within five (5)

days from the date any decision was made by the non-bargaining unit supervisor under Step 1. The Department Head or his/her designee shall respond in writing to the employee presenting the grievance within five (5) days. A copy of the response shall be provided to the Union Steward or Business Agent.

Step 3. If satisfactory settlement is not reached in Step 2, the grievance shall be appealed to the Civil Service Commission within ten (10) days from the date of the response provided in Step 2. The County will make every effort to assure that a public hearing is held by the Civil Service Commission within a reasonable time period after the grievance 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.

Step 4. If satisfactory settlement is not reached in Step 3, then Union or Douglas County may, within thirty (30) calendar days, appeal the decision of the Civil Service Commission 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 Department Head 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.

ARTICLE 12 - APPRENTICES

Section 1. If the County and Union agree to continue the practice of providing training for Apprentice Engineers, the following general guidelines shall be followed:

- A. The County, in its sole discretion, shall determine when there is a need for Apprentice Engineers. However, when there is a need for an Apprentice Engineer, the Union will be notified in advance of the posting.
- B. After obtaining their City of Omaha Engineer's license, Apprentice Engineers will receive the licensed engineers wage rate agreed to by the County and the Union.
- C. There will be no more than one (1) Apprentice Engineer for each seven (7) licensed engineers.
- D. Apprentice Engineers will work under the supervision of a licensed engineer at all times until he receives his/her City of Omaha Engineer's License. The Apprentice will work part of his/her apprenticeship in the boiler room to learn all about boiler operations. The apprentice will not operate the boilers without a licensed engineer being present at all times.
- E. If, after one (1) year and six (6) months, the Apprentice has not passed the City of Omaha test for the third-grade engineer's certificate, his/her employment with Douglas County will be terminated. However, by mutual agreement of the Department Head or is/her designee and the union, apprenticeship time may be extended for no longer than six (6) months beyond the one year, six (6) month limit.

ARTICLE 13 - INSURANCE AND PENSION BENEFITS

Section 1. Medical plans, insurance and contributions shall be as established by the Douglas County Board of Commissioners. Any changes in such benefits or contributions shall accrue to bargaining unit employees.

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

Section 3. Pension benefits and contributions shall be provided pursuant to the Douglas County Retirement Plan. Any changes in such benefits or contributions shall accrue to bargaining unit employees.

ARTICLE 14 - SHIFT BIDDING

Section 1. For the classifications of Foreman Engineer, Licensed Engineer, and Apprentice Engineer only, internal shift bidding shall be determined by seniority. Bidding for such positions will be done within seven (7) working days after all probations have been completed.

ARTICLE 15 - SICK LEAVE

Section 1. Sick leave shall be earned each month by full-time employees at the rate of the fourteen (14) days per year pro rated over twenty-six (26) pay periods, twenty-four (24) pay periods at four (4) hours each and two (2) pay periods at eight (8) hours each.

On an employee's first and last payrolls while employed, it shall be necessary for the employee to work or be on paid leave 50% or more of the regularly scheduled hours of such period before the employee is entitled to earn sick leave.

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

Section 2. Except as provided in 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. Employee shall be entitled to utilize earned sick leave for injury, pregnancy or sickness which renders an employee incapable of performing his/her required job duties, for medical and dental care, or for exposure to contagious disease under circumstances in which the health of other employees or the public would be endangered by the employee's attendance on duty.

Section 4. Employees shall also be entitled to use up to six (6) of their earned sick days per year to care for an immediate family member (parent, spouse or children / step-children). This provision shall be for those situations that are not covered by the Family Medical Leave Act.

Section 5. An employee using sick leave may be asked to provide medical certification if there is an indication of sick leave abuse, however, for sick leave of three (3) or more consecutive working days, the employee must submit to the County medical certification thereof.

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

Section 7. The employee will be entitled to unlimited accrual of earned and unused sick leave, however, one-hundred and eighty (180) days of sick leave only will be compensable at the rate of regular pay, payable at times of illness or injury where the employee is unable to work according to terms set forth elsewhere in this Contract, defining sickness or injury.

Section 8. Accumulated unused sick leave will be applied to pension benefits at the time of retirement on a one (1) for one (1) basis.

Section 9. There shall be no retroactive credits to be applied prior to the effective date of this Contract.

Section 10. An employee who, because of outside employment, becomes injured as a result of such outside employment will not be eligible for sick leave compensation under the terms and conditions of this Contract.

ARTICLE 16 - FUNERAL LEAVE

Section 1. Where there is a death of an employee's mother, father, step-mother, step-father, spouse, children, step-children, or a minor individual for whom the employee has assumed the legal rights, duties and responsibilities of a parent, the employee may utilize funeral leave not to exceed five (5) working days.

Where there is a death of an employee's grandparent, grandchild, brother, sister, stepbrother, stepsister, half brother, half sister, current mother-in-law, current father-in-law, current daughter-in-law or current son-in-law, an employee may utilize funeral leave not to exceed three (3) working days.

Where there is a death of a current brother-in-law, current sister-in-law, aunt, uncle or any person related by blood or marriage and who is not more distant than a 2nd cousin, great aunt, great uncle, or any person who at the time of death was a resident of the household of the employee, the employee may utilize up to one (1) working day of funeral leave.

Any funeral leave must be approved by the employee's supervisor prior to it being taken. However, it is agreed that there are times when it is not possible for the employee to obtain prior approval. In those instances, the employee shall notify his/her supervisor of the need to take funeral leave, and the number of days the employee needs to be absent from work. The funeral leave must contain the day of the funeral or memorial service that is held for the deceased. If working in a twenty four (24) hour operation, then the day off shall be determined by the department head or supervisor.

ARTICLE 17 - MANAGEMENT RIGHTS

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

ARTICLE 18 - MANAGEMENT RIGHT OF CONTRACTING AND SUB-CONTRACTING

Section 1. For the classifications of Foreman-Engineer, Licensed Engineer, Apprentice Engineer only, it is declared by the parties to this Agreement that the employees covered hereunder are hired primarily to operate boilers for distribution of steam and chilled water. Additionally, such employees are expected to perform maintenance, general upkeep, repair and some limited installation work for the following types of systems:

- A.) Plumbing
- B.) Sewage
- C.) Electrical
- D.) Mechanical Equipment and Machinery
- E.) Heating
- F.) Cooling
- G.) Ventilation

For the classifications of Carpenter, Painter, Maintenance Mechanic and Maintenance Foreman only, it is declared by the parties to this Agreement that the employees covered hereunder are hired primarily to primary functions as described in Position Descriptions. Additionally, such employees are expected to perform maintenance, general upkeep, repair and some limited installation work.

Section 2. The Union recognizes that the right of contracting and sub-contracting is vested in the County. The right to contract or sub-contract shall not be used for the purpose or intention of undermining the Union, nor to discriminate against any employees.

Section 3. When it is anticipated that the County will contract with other than employees of the Union, the Union will be notified in writing fifteen (15) working days in advance of the County's decision to contract or sub-contract in any particular area that bargaining unit employees are involved.

Section 4. County may exercise its right of contract unless Union shows:

- A. The work to be done is to be performed by personnel who are not members of a recognized or organized trade or skill; and, or
- B. Existing employees presently available can in fact do the job with the same skill as an outside contractor all based upon prior actual work experience examples of the same or similar type work; and,
- C. That such qualified employee(s) are capable of completing the proposed project within twenty-four (24) hours of the time set for completion by the outside contractor.

ARTICLE 19 - OVERTIME

Section 1. Except as otherwise provided in the Article, overtime shall be paid in accordance with practices in effect immediately prior to the effective date of this Agreement, or in accordance with any Fair Labor Standards Act Provisions affecting bargaining unit employees which become effective during the period of this Agreement.

Section 2. Full-time employees shall be paid 1 ½ times their regular rate of pay for all hours worked in excess of eight (8) hours in a day and in excess of forty (40) hours in any week.

Section 3. The following will be constituted as hours worked for the purpose of computing overtime: Vacations, Holidays (except when the holiday is celebrated on one of the employee's regularly scheduled days off), Jury Duty. The following will not be constituted as hours worked for the purpose of computing overtime: Sick Leave, Funeral Leave.

Section 4. At any time that the County needs employees in a given classification and shift to work overtime (except in emergency situations), employees will be requested to volunteer for such overtime starting with the most senior employee in that classification and moving toward the least senior. If no employee volunteers to work such overtime, or an insufficient number so volunteer, the County shall order overtime beginning with the least senior employee.

Overtime shall be distributed on a yearly basis as equitably as possible amongst all employees in classification and shift. If an employee declines to work overtime, this shall be recorded as overtime "worked" solely for the purposes of equitable overtime distribution.

Section 5. If an employee is required to work overtime, over forty-five (45) minutes after his/her regular shift, he/she will receive a minimum of two (2) hours pay unless he/she has been notified at least three (3) hours in advance.

Section 6. An employee who has worked four (4) hours beyond his/her regular scheduled shift shall receive a one-half (1/2) hour unpaid lunch period, except when it is impossible to obtain relief for a shift engineer.

ARTICLE 20 - MINIMUM TIME PAY ALLOWANCES AND SHIFT DIFFERENTIAL

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

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

Section 3. For the classifications of Foreman-Engineer, Licensed Engineer, Apprentice Engineer only, employees who work a full shift which begins during the premium pay period shall receive a shift differential of \$.75c cents per hour for such entire shift, however, an employee who works any part of the shift during the premium pay period shall receive shift differential of \$.75c cents per hour for only those hours worked during the premium pay period. For the classifications of Carpenter, Painter, Maintenance Mechanic and Maintenance Foreman only, employees who work a full shift, if more than five and one-

half (5 ½) of the hours worked fall within the premium pay period, that employee shall receive a shift differential of \$.75c cents per hour for such entire shift.

Section 4. For purposes of this Article, premium pay period is herein defined as 3:00 p.m. through 7:00 a.m.

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

ARTICLE 21 - WORK ASSIGNMENTS

Section 1. Bargaining unit employees will be assigned work that they are capable of performing as indicated by their City of Omaha license (if required for his/her classification) and their position description, training, skills and abilities.

Section 1A. The Department Head or his/her designee shall schedule the hours of work and the work period for all employees within the bargaining unit. The work period for all employees in the bargaining unit shall consist of fourteen (14) consecutive days.

Section 2. Bargaining unit work for the classifications of Foreman-Engineer, Licensed Engineer, Apprentice Engineer will include, but will not be limited to, operation of boilers when in service; maintenance and repair of steam, water, electrical lines, refrigeration and air conditioning equipment; and maintenance and repair of such other electrical and mechanical equipment that may be assigned to this bargaining unit.

An engineer will not operate boilers alone until he/she has had a reasonable break-in period with another engineer, except in case of an emergency. A minimum of sixteen (16) hours on gas-fired boilers and twenty-four (24) hours on oil-fired boilers will be considered a reasonable break in period.

Section 3. The County shall provide notice of changes in the hours of work, work schedules and workweek as such changes are implemented by the County. Employees will receive notice of any such changes at least seven (7) days in advance of the effective date of any such change but shorter notice may be given by the County in the event of emergencies.

Section 4. An attendant will accompany any bargaining unit employee who is required to work in a jail or psychiatric ward; or, the inmate or patient in such area of work is to be removed to another area while the bargaining unit employee is working in the area.

Section 5. It is agreed by the parties hereto that supervision is the primary responsibility of the Foreman-Engineer and Chief Engineer for the classifications of Licensed Engineer, Apprentice Engineer. However, nothing herein shall be construed to limit the Department Head or his/her designee's ability to assign certain bargaining unit work to the Engineer-Foreman. It is agreed by the parties hereto that supervision is the primary responsibility of the Maintenance Superintendent for the classifications of Carpenter, Painter, Maintenance Mechanic and Maintenance Foreman.

Section 6. Chief Engineers/Maintenance Superintendents shall not be permitted to perform work on an hourly rated job except in the following situations:

1. Emergencies

2. To instruct the employees

Section 7. Nothing herein shall be construed to limit the Department Head or his/her designee's ability to assign work to other crafts or trades (which may require a City of Omaha license), provided that the County will not layoff bargaining unit employees because of such work assignments.

Section 8. The County and the Union recognize that continued large-scale employment at a fair wage can continue only as long as a high level of productivity is maintained. The parties agree that this result is dependent upon achieving a high quality of individual employee performance and efficiency and the Union undertakes to encourage its members in the attainment of this objective. This can be done by reducing scrap and spoilage, good care of tools and equipment, a minimum amount of time wasted, and careful and economical use of supplies including water, steam and electricity.

ARTICLE 22 - MISCELLANEOUS PROVISIONS

Section 1. All employees are responsible to their supervisor/manager, (a Maintenance Superintendent, Chief Engineer or a Foreman) in the first instance. In their absence, a normal supervisory chain of command will prevail. Employees are not required to take work directives from anyone other than the above, except in emergency situations.

The Foreman shall not make recommendations regarding discipline, but shall provide his/her input to the Director or his/her designee regarding the facts and circumstances involved in the specific matter.

Section 2. The County will provide bulletin boards sufficient to post noncontroversial notices of union meetings, elections, social and recreational affairs, and notices of other union activities. Any material posted on the bulletin boards shall be identified by authentication and authorized by an officer of the Union.

Section 3. With the exception of processing grievance matters and negotiating contracts, the Union will not be allowed to transact any business on County time. Stewards must ask their foremen for permission to leave their jobs to investigate and adjust grievances and such permission shall be granted without unreasonable delay. It is further agreed that this provision shall be limited to periods of regular pay. The County is under no obligation to pay shop stewards for time spent in grievance meetings when they are not scheduled to work. The County will allow Union representatives to enter County property to conduct Union business. However, the County reserves the right to exclude such meetings from any and all work areas of County property. Such meetings shall not interfere with the orderly and efficient operation of County business.

Section 4. The Union agrees to provide written notification to the County within seven (7) working days following election or selection of union representatives, stewards and other union officials to enforce the contract.

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

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

Section 7. Employees required to work in the psychiatric ward or a jail shall be accompanied by a security guard.

Section 8. If an employee does not report for work because of inclement weather and the employee's department is open for County business, the employee will be docked for all hours not worked. However, if an employee has accumulated vacation leave, he/she may exercise the use of one day of vacation with the approval of a supervisor.

Section 9. For the classifications of Foreman-Engineer, Licensed Engineer, Apprentice Engineer, the County will provide a cross-training schedule thirty days in advance to be posted on the fifteenth (15th) of the previous month. Cross-training will not exceed two (2) weeks per year.

Section 10. A \$4.00 per week tool allowance will be paid on a quarterly basis. Newly hired employees will not receive a tool allowance until they have completed their probationary period.

Section 11. The employer will provide 6" safety work shoes if they are required for the work performed in the employee's classification. The cost of the steel-toed safety shoes will be provided no more frequent than every 18 months. If an emergency exists, with the approval of a supervisor, safety shoes can be issued prior to the expiration date provided above.

Section 12. County will pay for the City of Omaha Stationary Engineers License Renewal Fee, if applicable to an employee's classification.

Section 13. Drug Testing Policy. All drug and illicit substance testing shall be performed pursuant to the Douglas County Drug Testing Policy, as set out in Article 25 of the Douglas County Civil Service Commission Policy Manual, version dated *August 1, 2008*, as amended (version in use as of April 1, 2019).

ARTICLE 23 – LABOR MANAGEMENT COMMITTEE

Section 1. The parties recognize the benefits of exploration and study of current and potential problems and differences by meetings of representatives of the parties and an exchange of views and information without the stresses and time limitations that may exist at the bargaining table. Accordingly, the parties agree to establish a committee to function during the term of the labor agreement, to develop approaches and possible solutions to matters of vital concern both to the County and the Union. Consequently, a joint study committee is to be established as follows:

- A. The County and the Union agree to establish a joint study committee to study, explore and make recommendations to the parties during the life of this Agreement concerning labor relations problems referred to the committee by the parties.
- B. The Committee shall consist of not more than three (3) members from the Union and not more than three (3) members from the County. Union members will be selected by the Union Business Representative or his designate, one of whom will act as co-chairperson. County members will be appointed by the County, one of whom will act as co-chairperson.
- C. Persons from either party who are involved in a subject under discussion may be brought into committee meetings by joint agreement of the co-chairpersons.

- D. The Committee's authority shall be limited to discussion, exploration and study of subjects referred to it by the parties. Any committee recommendations to the parties are to be on a confidential basis.
- E. The Committee shall have no authority to bargain for the parties on any issue or to determine the disposition of any grievances that the Committee may review.
- F. Each party shall pay the expenses incurred by its permanent committee members.
- G. The Committee shall not engage in collective bargaining nor in any way modify, add to or detract from the provisions of the basic agreement.
- H. Any policy or practice agreed upon shall be implemented by a formal Letter of Understanding, provided it does not conflict with the terms of this Agreement.

ARTICLE 24 - TUITION REIMBURSEMENT

Section 1. The County will pay up to seven hundred dollars (\$700.00) 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 Director 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 the employee leaves his/her employment with the County within one year after completing the course, he/she must repay the full amount of the assistance given for that course. If the employee leaves his/her employment with the County 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 leaves during the third year after completion of the course, he/she must repay one-third (1/3) of the assistance given for that course.

Section 4. All courses must be taken during 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 25 - WAGES

Section 1. Wages

The following wage scales are effective for the period July 1, 2018 through December 31, 2018, and reflect a +3.0% increase to the previous year's wage scales ('2017-2018'):

Members will progress to each step annually on the member's classification anniversary date.

896	Maintenance Foreman	25.15	26.16	27.20	28.29	29.43	30.59	31.82	33.11	34.44
086	Carpenter	22.31	23.19	24.12	25.10	26.10	27.14	28.23	29.36	30.53
686	Painter	22.31	23.19	24.12	25.10	26.10	27.14	28.23	29.36	30.53
884	Maintenance Mechanic	15.55	16.29	17.04	17.79	18.55	19.29	20.03	20.84	
886	Foreman Licensed Engineer	27.04	28.14	29.27	30.44	31.65	32.91	34.23	35.60	37.02
888	Licensed Facility Engineer	23.97	24.93	25.88	26.93	28.03	29.16	30.32	31.53	32.78
		Start	1 Year							
887	Apprentice Engineer	16.67	17.32							
		Start	1 Year							
670	Apprentice Carpenter	15.55	18.27							

The following wage scales are effective for the period January 1, 2019 through December 31, 2019, and reflect a +5.0% increase to the previous year's wage scales ('2018'):

Members will progress to each step annually on the member's classification anniversary date.

A new maximum step is created on January 1, 2019 for the classification of 'Maintenance Mechanic' reflecting a +4.0% step-increase over the previous wage step. Any bargaining unit member(s) in this classification positioned on 'Step 8' on/as of January 1, 2019, will be eligible to advance to a new maximum step upon the date of his/her classification anniversary occurring in the 2019 calendar year.

896	Maintenance Foreman	26.41	27.47	28.56	29.71	30.90	32.12	33.41	34.77	36.17
086	Carpenter	23.43	24.34	25.33	26.36	27.41	28.50	29.64	30.82	32.06
686	Painter	23.43	24.34	25.33	26.36	27.41	28.50	29.64	30.82	32.06
884	Maintenance Mechanic	16.33	17.11	17.89	18.68	19.48	20.26	21.04	21.88	22.75
886	Foreman Licensed Engineer	28.39	29.55	30.74	31.96	33.23	34.55	35.94	37.38	38.87
888	Licensed Facility Engineer	25.17	26.17	27.18	28.28	29.43	30.62	31.84	33.10	34.42
		Start	1 Year							
887	Apprentice Engineer	18.19	18.92							

The following wage scales are effective for the period January 1, 2020 through December 31, 2020, and reflect a +4.0% increase to the previous year's wage scales ('2019'):

Members will progress to each step annually on the member's classification anniversary date.

896	Maintenance Foreman	27.47	28.57	29.70	30.90	32.13	33.41	34.74	36.16	37.61
086	Carpenter	24.36	25.32	26.34	27.41	28.50	29.64	30.83	32.06	33.34
686	Painter	24.36	25.32	26.34	27.41	28.50	29.64	30.83	32.06	33.34
884	Maintenance Mechanic	16.98	17.79	18.60	19.42	20.26	21.07	21.88	22.75	23.66
886	Foreman Licensed Engineer	29.52	30.73	31.97	33.24	34.56	35.94	37.38	38.87	40.42
888	Licensed Facility Engineer	26.17	27.22	28.27	29.41	30.60	31.84	33.11	34.43	35.80
		Start	1 Year							
887	Apprentice Engineer	18.92	19.68							

The following wage scales are effective for the period January 1, 2021 through December 31, 2021, and reflect a +4.0% increase to the previous year's wage scales ('2020'):

Members will progress to each step annually on the member's classification anniversary date.

896	Maintenance Foreman	28.57	29.71	30.89	32.13	33.42	34.74	36.13	37.61	39.12
086	Carpenter	25.34	26.33	27.40	28.51	29.64	30.82	32.06	33.34	34.67
686	Painter	25.34	26.33	27.40	28.51	29.64	30.82	32.06	33.34	34.67
884	Maintenance Mechanic	17.66	18.51	19.35	20.20	21.07	21.91	22.75	23.66	24.61
886	Foreman Licensed Engineer	30.71	31.96	33.24	34.57	35.95	37.37	38.87	40.43	42.04
888	Licensed Facility Engineer	27.22	28.31	29.40	30.59	31.83	33.12	34.44	35.81	37.23
		Start	1 Year							
887	Apprentice Engineer	19.68	20.46							

ARTICLE 26 - CONSTRUCTION OF AGREEMENT AND SAVINGS CLAUSE

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

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

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

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

ARTICLE 27 - DURATION OF AGREEMENT

Section 1. This Agreement between Local 571 of International Union of Operating Engineers and Douglas County, commencing July 1, 2018, for a three and one-half year period and terminating December 31, 2021, constitutes the entire agreement between the parties and no verbal statements shall supersede any of its provisions. This Agreement may only be reopened upon mutual written consent of both parties. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

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.

Douglas County, Nebraska

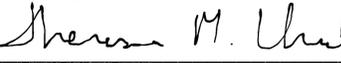
By:  Apr 30, 2019
4AF253E196A1417
Douglas County Board Chair

International Union of Operating Engineers, Local 571

By:  Apr 24, 2019
05B95C33FFD748D
Business Manager

By:  Apr 26, 2019
5816A1BD79D748C
Business Representative

APPROVED AS TO FORM:

 Apr 30, 2019
FA4C79814874494...
Deputy County Attorney