

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

RESOLVED

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

WHEREAS, that contract expired on December 31, 2017, and the parties have attempted to negotiate a new four-year contract for the term effective January 1, 2018 through December 31, 2021; and,

WHEREAS, the Douglas County Board of Commissioners, through its bargaining representative, has continuously engaged in good-faith collective bargaining since April 2018, with the hope of attaining a new labor contract between the parties; and,

WHEREAS, at this time, the Board wishes to present a ‘best and final offer’ to the union and requests that union representatives distribute said ‘best and final offer’ for union membership review and ratification; and,

WHEREAS, the terms of this ‘best and final offer’, which have been previously conveyed to the union on October 25, 2018, in summary include:

- a four-year contract for the period of January 1, 2018 through December 31, 2021;
- a 1.5% wage increase retroactive to January 1, 2018, 1.5% wage increase for 2019, 1.5% wage increase for 2020 and a 2.0% wage increase for 2021;
- all ‘Tentatively Agreed To’ items through September 21, 2018 (attached).

NOW THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS, DOUGLAS COUNTY, NEBRASKA, that the County’s ‘best and final offer’, summarized in this resolution, is hereby approved and conveyed to the International Union of Operating Engineers, Local #571 (“571-GENERAL”).

DATED this 20th day of November, 2018

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

Adopted: November 20, 2018
Yeas: Cavanaugh, Duda, Kraft, Morgan, Rodgers
Absent: Borgeson, Boyle

(CERTIFIED COPY)



Daniel A. Esch
Douglas County Clerk

Resolution No: 861
ADOPTED: November 20, 2018

DOUGLAS COUNTY / 571-GENERAL NEGOTIATIONS

TENTATIVELY AGREED TO:

ARTICLE 3 – HOLIDAYS.

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

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

TA 9/12

ARTICLE 4 – PROBATIONARY AND TRIAL PERIODS.

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

TA 5/16

ARTICLE 10 - DISCIPLINE

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

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

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

If the employee's supervisor has reason to reprimand an employee, it shall be done in a reasonable and professional manner and not before other employees or the public.

TA 9/12

ARTICLE 12 - INSURANCE AND PENSION BENEFITS

Section 3. Douglas County will furnish at no charge to the employee a \$15,000 life insurance policy. The employee at his or her option may purchase at their own cost ~~a maximum of \$300,000 of optional life insurance in \$10,000 increments~~ and the benefits provided thereby shall be in accordance with the terms and conditions of the current contract of life insurance.

TA 6/4

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

Section 3. ~~(Does not apply to Sheriff's employees).~~ With the exception of Sheriff's employees, Employees' regularly scheduled shift shall begin between the hours of 7:00 a.m. and 9:00 a.m. and end between the hours of 3:30 p.m. and ~~5:30~~ 6:00 p.m.

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

TA 6/4

ARTICLE 20 - MISCELLANEOUS PROVISIONS

Section 7. If an employee does not report for work because of inclement weather and the office/department is open for County business, the employee will be docked for all hours not worked. However, if an employee has ~~accumulated vacation~~ leave available, he/she may exercise the use of ~~vacation~~ leave time, with the exception of sick leave, for hours not worked due to inclement weather.

TA 6/4

ARTICLE __ - BILINGUAL PAY

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

Section -. A bilingual proficiency examination may be developed (or obtained) and administered by the Douglas County Human Resources Department or by a contracted external testing entity. Employees on the approved list may be required to demonstrate their continued bilingual proficiency on an annual basis, by taking an annual examination developed (or obtained) and administered by the Human Resources Department. If administered, the employees must pass this examination to remain on the approved list. If an employee fails to pass the annual follow-up examination, they will immediately be removed from the list and bilingual compensation terminated. If the employee decides to remove him or herself from the approved list, they shall provide at least thirty (30) days advance written notice to the Director/Elected Official or his/her designee prior to such removal.

Section -. Full-time employees on the approved list will receive bilingual pay of \$75.00 per month and part-time employees will receive bilingual pay of \$37.50 per month for as long as they are actually required to use their bilingual skills. Those on the approved list will receive the bilingual pay regardless of whether they actually use their bilingual

skills, and regardless of how many times they use their bilingual skills. Bilingual pay will be effective upon implementation of the approved list, and will not be retroactive to the effective date of this contract. Employees on the approved list shall receive only the \$75.00 or \$37.50 per month regardless of whether they speak multiple languages.

Section -. Employees wishing to become proficient in any of the languages that qualify for bilingual pay must do so on their own time and at their own expense. For employees wishing to take the exam, the County will schedule the date and time for the examination. If the exam is scheduled during the employee's work time, the employee will be paid for that time.

TA 7/11

ARTICLE 25 – SHERIFF'S OFFICE UNIFORMS

Entrance Security Officers (ESO)

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

TA 9/12

ARTICLE 17 - 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 non-exempt employees shall be paid 1 ½ times their regular rate of pay for all hours worked in excess of eight (8) hours in a day and in excess of forty (40) hours in any week (or in excess of ten hours in a day and forty (40) hours in any week for those employees whose workweek consists of four ten-hour days or in excess of nine hours in a day and forty (40) hours in any week for those employees whose workweek consists of four nine-hour days and one four-hour day).

TA 9/12

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

Section 9. A 'standard' weekly work schedule consists of five eight and one-half (8.5) hour days, however, a Department Director/Elected Official in his/her sole discretion, may agree to allow a voluntary 'alternative' schedule(s) of hours for some or all staff. 'Alternative' schedules may include allowing staff to work four nine and one-half (9.5) hour days and one four-hour day, or to work four ten and one-half (10.5) hour days.

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

Department Director/Elected Official. Determining when and how to implement 'alternative' schedule(s) will remain at the discretion of the Department Director/Elected Official on an individual staff basis.

During a week that has (have) an official holiday(s), employees will revert to the 'standard' work hours of five eight-hour days, per the direction of the Department Director/Elected Official. The Department Directors/Elected Officials reserve the right to rescind 'alternative' weekly schedule(s) if found problematic and not beneficial to the operation and/or to overall office staffing needs. For the purposes of Funeral Leave (Art. 14) any working day during an 'alternative' workweek will be treated as one (1) entire working day regardless of the actual scheduled hours.

TA 9/12

APPENDIX A

II. SHERIFF

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

TA 9/12