

AGREEMENT

between

County of Lancaster

and

Local 2468 - Engineering of the American Federation of  
State, County, and Municipal Employees, AFL-CIO

2017-2018

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## **PREAMBLE**

This Agreement entered into by the County of Lancaster, hereinafter referred to as the County, and Local 2468 of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the County and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

## ARTICLE 1 - RECOGNITION

**Section 1.** The County hereby recognizes the Union as the exclusive representative of employees in all those job classifications named on Appendix "A" attached hereto and made a part hereof as fully as though set out herein.

The Union may bargain for the employees in those classifications listed in Appendix "A" with respect to wages, hours of work, and working conditions.

**Section 2.** The County will not aid, promote, or assist any labor group or organization which purports to engage in collective bargaining or make any agreement with any individual, group, or organization for the purpose of undermining the Union, or which is in conflict with this Agreement.

**Section 3.** Definitions. Definitions shall be as provided in Rule 1, of the Personnel Rules of Lancaster County, Nebraska. In addition, the following definitions shall apply:

- A. DEPARTMENT shall mean any department of Lancaster County, Nebraska, in which are employed persons represented by the bargaining unit.
- B. EMPLOYEE shall mean any status employee working twenty (20) or more hours per week who, by classification definition in Appendix "A," is a member of the bargaining unit. All references to employees in this Agreement shall designate both sexes and wherever the male gender is used, it shall be considered to include male and female employees, unless the context otherwise requires.
- C. RULES shall mean the Personnel Rules of Lancaster County, Nebraska, as they are now in existence or as they may be changed in the future by the County Board as per the provisions of Nebraska Revised Statutes, Sections 23-2517 to 23-2533 (Reissue 2007).
- D. UNION shall mean the American Federation of State, County, and Municipal Employees, AFL-CIO, Local 2468.
- E. DEPARTMENT HEAD shall mean the duly elected County Engineer or his/her designee.

## ARTICLE 2 - UNION ACTIVITIES

**Section 1.** The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the job classifications as set forth in Appendix "A" of this Agreement.

**Section 2.** The Union agrees that its members will not solicit membership in the Union or otherwise carry on Union activities during working hours.

**Section 3.** An accredited representative of the Union shall have access to County departments at reasonable times during regular business hours, (8:00 a.m. - 4:30 p.m., Monday through Friday) to perform Union responsibilities outlined in this Agreement, provided that they obtain prior approval from the Department Head. Such approval shall not be unreasonably withheld.

**Section 4.** An accredited representative of the Union shall present himself to the facility management and will be provided space to conduct business in accordance with Section 3 of this Article. Access shall not be unreasonably denied. An accredited representative shall mean a principal officer of the local Union, or an AFSCME international representative.

**Section 5.** The Union president or his designated representative may be allowed to absent themselves from work without pay for up to one (1) work day per month in order to attend to Union business provided a forty-eight (48) hour notice is presented in writing by the president or his representative to, and is approved by, the Department Head and the Human Resources Director. Approval shall not be unreasonably denied.

**Section 6.** The Union president and/or his designated representative may be granted up to sixteen (16) hours pay per year or a maximum of two (2) representatives with eight (8) hours pay each per year, to attend educational conferences and seminars mutually agreed upon by the Department Head and the Union. Further, the Union may request not to exceed two (2) from each chapter to attend educational conferences and seminars without pay. This will be prorated for part-time employees.

Application for any such leave shall be made no later than one (1) week in advance of the conference or seminar and shall be reviewed by the Human Resources Director and shall not be unreasonably denied.

**Section 7.** This section is to provide for fair representation by allowing any Union member of Local 2468 that is elected to represent AFSCME in the State of Nebraska to be absent from his duties for the length of his term in office.

A written request for leave without pay shall be presented to the County Engineer and copies will be provided to the Human Resources Director and County Board. Such request shall not be unreasonably denied, but shall also take into consideration business needs of the department.

Upon return to the County work force, the employee shall have all seniority, former sick leave accrual, any benefits in the existing Agreement and any benefits that have been entered into hereafter. The employee shall also return at the same classification, grade and step that he was earning at the time of his leave of absence from County service.

## ARTICLE 3 - UNION STEWARDS

**Section 1.** Employees within the bargaining unit shall be represented by stewards in the manner set forth in this Article. Employees, however, shall have the option of representing themselves. The Union shall furnish management a list of the stewards' names, their assigned areas, telephone number where they may be contacted and shall keep a list current at all times. Alternate stewards may be appointed by the Local Union President to serve in the absence of the regular stewards.

**Section 2.** When requested by an employee, either a steward, chief steward, or the president may investigate any alleged or actual grievance in his assigned work area and assist in its presentation. He shall be allowed time during working hours in accordance with Section 4 of this Article upon notification and approval of his Department Head; provided however, the Department Head shall not unreasonably withhold approval. It is understood that the chief steward or the Union President may substitute for the shop steward at any hearing in the grievance procedure.

**Section 3.** When an employee presents his own grievance without intervention of a Union steward, the steward shall be given an opportunity to be present if requested by the employee who is processing his own grievance, and shall be allowed the time therefor, in accordance with Section 4 of this Article, upon notification and approval of his Department Head; provided, however, the Department Head shall not unreasonably withhold approval.

In the event the employee waives his right in writing to have a Union representative present, it shall not be necessary that a Union representative be present. Upon being so advised, the Department Head shall immediately transmit a copy of the waiver to the Union President.

**Section 4.** Stewards who use time during their regular shift hours for investigating grievances or attending grievance meetings will be paid their regular hourly rate for such time used, up to a maximum of three (3) hours per grievance but not to exceed a total of six (6) hours per week. The total time spent by stewards under this Article shall not exceed forty (40) hours per contract year. All stewards will be considered on a regular eight (8) hour shift as far as grievance pay is concerned. A steward who spends time representing an employee at a Board hearing shall be paid for time spent during his regular shift at his regular rate.

The Union president or his designated representative shall be allowed to attend meetings as requested by department heads. These meetings may be for the purpose of the supporting and implementation of increasing department productivity and maintaining safe work places. This time is in addition to any time already granted in the agreement.

**Section 5.** No steward, chief steward, or other Union Officer shall leave his regularly assigned work in order to investigate a grievance without first obtaining approval of his Department Head, and, provided further, such approval shall not be unreasonably

withheld. A maximum of six (6) stewards shall be allowed. They shall be assigned as needed.

**Section 6.** The County will provide AFSCME a list of the new hires each quarter. The list will include the employee's name, home address and date of hire.



## ARTICLE 4 - CHECK OFF

**Section 1.** The County shall deduct regular bi-monthly Union dues from the pay of each employee covered by this Agreement, provided, that at the time of such deduction there is in the possession of the County a current written assignment, executed by the employee in the form and according to the terms of the authorization form.

**Section 2.** Previously signed and unrevoked written authorizations shall continue to be effective as to employees reinstated following layoff, leave of absence, or suspension not exceeding sixty (60) days; previous authorizations of other employees rehired or reinstated shall not be considered to be effective.

**Section 3.** Such authorized deductions shall be made from the first payroll period of each calendar month and will be remitted to the duly designated Union official within seven (7) days following the issuance of pay warrants for that pay period. The Union shall advise the County in writing of the name of such official.

**Section 4.** If the County receives revocation of authorization by an employee during the ten (10) days prior to July 1 of each year, no deduction will be made from subsequent payroll periods.

**Section 5.** At the time of execution of the Agreement, the Union shall advise the County in writing the exact amount of regular monthly Union dues to be deducted from each member's paycheck. If the Union requests the County to deduct additional monthly Union dues, such request shall be effective only upon written assurance by the Union to the County that the amounts are regular Union dues duly approved in accordance with the Union's constitution and by-laws.

**Section 6.** The County or any of its officers, agents or officials shall not be liable for the remittance payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay period in which Union dues are normally deducted after written notification to the County of the error. If the County makes an overpayment to the Union, the County will deduct that amount from the next remittance to the Union. If the County inadvertently makes a deduction from an employee who has not authorized said deduction or who has revoked said authorization in accordance with Section 4 of this Article, the Union agrees to refund said deduction to the affected employee. The Union further 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.

## **ARTICLE 5 - BULLETIN BOARDS**

**Section 1.** The County agrees to make available to the Union certain bulletin board facilities in County Engineering. The County Engineer will assign the space for the board.

- A. Shop areas
  - 1. Roca
  - 2. Waverly
  - 3. Lincoln
  - 4. Sprague
  - 5. Raymond
  - 6. All recognized satellite shops/offices

**Section 2.** Approved Notices.

- A. Notices of the Union's recreational, educational, and social affairs.
- B. Notices of Union elections, appointments and results of Union elections.
- C. Notices of Union meetings.
- D. Educational and organizing material.

**Section 3.** All notices other than those listed above shall be presented to the Human Resources Director or his designated representative for approval. Such approval shall not be unreasonably withheld. Such notices, if approved, shall indicate both posting and removal dates. The Union will be responsible for the posting and removal of all Union notices.

**Section 4.** If the aforementioned conditions are not adhered to, the Human Resources Director may revoke the privilege set forth in this Article; providing the Union has been given ample opportunity to correct the problem and has failed to do so in a timely manner.

## ARTICLE 6 - MANAGEMENT RIGHTS

**Section 1.** All management rights, functions, responsibilities, and authority not specifically limited by the express terms of this Agreement are retained by the County and remain exclusively within the rights of the County.

**Section 2.** The Union acknowledges the concept of inherent management rights. However, such rights must be exercised consistent with the other provisions of this Agreement. These rights, powers, and authority of the County include, but are not limited to, the following:

- A. The right to determine, effectuate, and implement the objectives and goals of the County.
- B. The right to manage and supervise all operations and functions of the County.
- C. The right to establish, allocate, schedule, assign, modify, change, and discontinue County operations, work shifts, and working hours.
- D. The right to establish, modify, change, and discontinue work standards.
- E. The right to hire, examine, classify, promote, train, transfer, assign, and retain employees; suspend, demote, discharge, or take other disciplinary actions against employees for just cause; and to relieve employees from duties due to lack of work or funds.

The County has the right to create the classifications necessary to continue the County's operation during the term of this agreement. The right to classify shall include the County's right to create new classifications and assign a temporary pay range until such time as the pay range is negotiated.

- F. The right to increase, reduce, change, modify, and alter the composition and size of the work force.
- G. The right to determine, establish, set, and implement policies for the selection, training, and promotion of employees.
- H. The right to create, establish, change, modify and discontinue any County function, operation, and department.
- I. The right to establish, implement, modify, and change financial policies, accounting procedures, prices of goods or services, public relations, and procedures and policies for the safety, health, and protection of County property and personnel.
- J. The right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures, and policies which are not in conflict with any provision of this Agreement.

- K. The right to determine and enforce employee's quality and quantity standards.
- L. The County will not abolish or change any bargaining unit classifications for the purpose of depriving the bargaining unit employees of their benefits under this Agreement.

## **ARTICLE 7 - CONTRACTING AND SUBCONTRACTING**

**Section 1.** The Union recognizes that the right of contracting and subcontracting is vested in the County. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union, nor to discriminate against any employee.

**Section 2.** The County agrees to:

- A. Provide the Union with immediate written notice upon issuance of any RFP which will result in the layoff of bargaining unit employees.
- B. Make available a written notice when a contract is awarded.

## **ARTICLE 8 - DEPARTMENT WORK RULES**

**Section 1.** Department rules and regulations shall be posted on department bulletin boards ten (10) working days prior to their effective date, except in emergency situations where the County shall make a reasonable effort to notify employees. These department rules, regulations and policies must be exercised consistent with the other provisions of this Agreement. The Agreement, entered into by the County of Lancaster and AFSCME Local #2468 - Engineering, supersedes the Rules and department or agency rules, regulations and policies.

**Section 2.** The Union shall be provided with a copy of any proposed department rules and/or regulation changes five (5) working days prior to posting. The Union reserves the right to request a special Labor Management meeting to discuss the proposed changes prior to their effective date, except in emergency situations where the meeting shall take place within five (5) working days of the effective date. Employees shall have work area access to a current copy of the department rules.

## **ARTICLE 9 – RETENTION OF BENEFITS**

Any and all current privileges and benefits enjoyed by the employees prior to the date of this Agreement will not be denied them because of the execution of this Agreement unless the parties, through collective bargaining, mutually agree to change or have specifically waived any of these privileges.

## **ARTICLE 10 - LABOR MANAGEMENT COMMITTEE**

**Section 1.** To insure continued harmonious relations and to bring about a better understanding with regard to the County's policies and activities, a Labor Management Committee is hereby established. The Committee shall consist of three (3) members of the Union to be designated by the Union, and three (3) members for the County to be designated by the County. Either the County or the Union may designate or change the membership of its Committee.

**Section 2.** The purpose of this Committee shall be to identify and attempt to resolve through meaningful discussion, those matters of general interest to employees and management. It will not be within the province of the Committee to deal with individual grievances or with amendments to, or interpretation of, contractual provisions.

**Section 3.** The Committee will hold quarterly meetings, and may be convened at the request of either party. The party requesting such meeting shall submit an agenda for said meeting. The meeting shall be no longer than two (2) hours unless both parties agree otherwise.

**Section 4.** The meetings shall be jointly chaired by a member of management and a member of labor.

**Section 5.** The Committee shall keep minutes of each meeting, which shall be signed by each party involved.



## ARTICLE 11 - SAFETY COMMITTEE

**Section 1.** In the interest of safety, departmental Safety Committees may be established. In departments forming Safety Committees, the committee shall consist of three (3) members of the bargaining unit who are employed by the Department establishing the committee and selected designees of the Department Head. Union committee members shall be selected by the Union.

**Section 2.** Where committees are established, the committee shall meet three (3) times per year. The Department Head will schedule and chair safety meetings within ten (10) working days of notification of a problem. An agenda for the Safety Committee meeting will be mutually prepared by the Department Head and the Union representative. The committee shall make recommendations regarding the safety of employees in writing to the County Board, Human Resources and Risk Management.

Risk Management shall be notified by the Department Head of all safety meetings. Attendance by a representative from their agency shall be at their discretion.

**Section 3.** The final or prime responsibility for programs relating to safety lies with the Department Head.

**Section 4.** This provision shall not take the place of any Safety Committee or safety program currently in force.

**Section 5.** Minutes of Safety Committee meetings shall be distributed to all committee members, the Department/Agency Head involved, and the Human Resources Director.

## **ARTICLE 12 - NON-DISCRIMINATION**

**Section 1.** The parties hereby agree not to discriminate against any employee because of race, color, creed, sex, disability, religious or political affiliations, national origin, age, marital status or Union or non-Union membership.

**Section 2.** The parties hereby agree that no officers, agents, representatives, members or anyone connected with either party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join, or assist labor organizations, or to refrain from any of these activities, including the right of employees to withdraw, revoke, or cancel Union membership.

**Section 3.** In addition to the non-discrimination rights provided above, all employees are entitled to a workplace in which employees treat one another with courtesy, dignity and respect. The County and the Union recognize the respectful, fair treatment of others promotes a work environment and organizational structure that supports and values all members of county employment.

## **ARTICLE 13 - STRIKES AND OTHER DISRUPTIONS OF NORMAL WORK ROUTINE**

**Section 1.** The protection of the public health, safety, and welfare demands that neither the Union, nor any individual County employee in the bargaining unit, or any person acting in concert with them will cause, sanction, or take part in any strike, walkout, sit-down, slowdown, stoppage of work, retarding of work, abnormal absenteeism, withholding of services, or any other interference with the normal work routine. The provisions of this Section 1 of this Article apply as long as this Agreement, or during any renewal or extension thereof, is in effect.

**Section 2.** Violation of any provision of this Article by the Union will be cause for the County to terminate this Agreement upon the giving of written notice to this effect to the President of Local 2468, American Federation of State, County, and Municipal Employees, AFL-CIO, in addition to whatever other remedies may be available to the County at law or in equity.

**Section 3.** Violation of any of the provisions of this Article by any individual County employee in the bargaining unit shall be just cause for the immediate discharge of that employee in addition to whatever other remedies may be available to the County at law or in equity. No County employee in the bargaining unit shall receive any portion of his salary and/or other fringe benefits while engaging in activity in violation of this Article.

**Section 4.** The County agrees that it shall not lock out any employee because of a labor dispute or invoke Section 2 or Section 3 of the Article without just cause.

## **ARTICLE 14 - CLASSIFIED SERVICE**

All employees covered by this Agreement shall be in the County's Civil Service System and all of the provisions of the Rules and Regulations, orders and resolutions of Lancaster County passed pursuant thereto from time to time, not otherwise inconsistent with the terms of this Agreement, shall apply.

## **ARTICLE 15 - PERSONNEL FILE**

An employee or his designated representative with written authorization shall upon request be permitted to examine his personnel file in the Human Resources Department in the County-City Building. Any copies employees or representatives ask for shall be provided by the County at cost to the employee.

## ARTICLE 16 - SENIORITY

**Section 1.** Seniority means the total months of continuous service with the County since the last date of hire. Seniority for individuals who have been recalled from layoff in accordance with Article 18 shall be based on the continuous service date.

**Section 2.** New employees shall be added to the seniority list upon the successful completion of their six (6) month probationary period. The probationary period will apply toward seniority.

**Section 3.** An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause retirement or separation. An employee's continuous service record shall not be broken by mutually agreeable leaves of absence of less than thirty (30) consecutive calendar days. However, leaves of absence, including layoff, of thirty (30) consecutive calendar days or longer without pay shall be deducted from an employee's continuous service record and seniority.

**Section 4.** Within two (2) months after the execution of this Agreement, the Department shall post on all bulletin boards a list showing the seniority of each employee in the Department or Division covered by Appendix "A" of this Agreement. A copy of the seniority list shall be furnished to the local Union when it is posted. The Union shall have fifteen (15) calendar days following such posting to challenge the list, after which the list shall stand.

**Section 5.** In case of layoff, if any elected Union Officers are affected by such layoff, they will be allowed to continue to function in their official Union capacity in dealing with the County for a period of ninety (90) calendar days unless other employment has been secured prior to the end of the ninety (90) calendar day period, or unless they are replaced or removed from their elected office by the local Union.

Laid off stewards shall be covered by the same provisions.

**Section 6.** Provided all minimum job requirements are met, seniority as defined in Section 1 of this Article shall be the primary consideration in transfers, promotions and voluntary demotions when vacancies occur.

**Section 7.** Provided the employee is qualified, seniority as defined in Section 1 of this Article shall be the determining factor in layoff and recall.

**Section 8.** The County recognizes the value of continued employment with the County and the additional experience employees gain during their years of service. In recognition for an employee's years of service, each employee will be given 1 point for each year of service rounded up to the next full year on each job rating for each promotional position the employee applies for. In consideration of promotions, the County will not deduct for any leaves of absence for less than a six month period. In addition, all part time employees will be given full credit. In granting promotions, appropriate consideration will be given to relevant examinations, record of performance, seniority and conduct. Vacancies shall be filled by promotion whenever practical and in the best interest of the service.

## **ARTICLE 17 - PROMOTIONS, TRANSFERS AND DEMOTIONS**

**Section 1.** Promotion. A promotion is the filling of a vacancy by the advancement of an employee from a position having a lower pay grade to a position having a higher pay grade.

When a promotional position is posted internally, the County Human Resources Director shall administer a competitive examination which shall be open to all employees of the County who meet the necessary requirements and who are serving in an appropriate class as determined by the Human Resources Director.

After each competitive promotional examination, the County Human Resources Director shall prepare a list of the highest ranking persons meeting the minimum requirements for selection by the Department Head. All fractional scores shall be rounded off to the nearest whole number. Certification of eligibles for appointment to vacancies shall be in accordance with a formula which limits selection by the hiring department from among the highest ranking available and eligible candidates.

**Section 2.** Transfer. A transfer is the movement of an employee from a position of a class to another position of the same class from one work site to another work site within the Department. The rate of pay of an employee who transfers shall remain the same, and the employee shall retain the same eligibility date.

A Department Head may transfer an employee from a position of a class to another position of the same class within his organizational unit.

**Section 3.** Demotion. A demotion is moving a status employee to a position having a lower pay grade. A demotion may be voluntary, for lack of work or for cause. A voluntary demotion shall be made by the employee in writing to an existing vacancy. The employee who is demoted for just cause or as a result of lack of work in his class may receive notice in writing at least fifteen (15) working days in advance. He shall make a reply in writing or request to appeal personally to the Department Head. An employee with status may appeal a demotion for just cause to the Personnel Policy Board. The appeal must be filed with the Human Resources Director no later than fifteen (15) working days after notice.

Except in the case of a reduction in force, whenever an employee is demoted to a position for which he is qualified, he shall receive the rate of pay in the lower pay grade which is at least a one (1) step decrease in pay. If for just cause, the employee may be placed on any step in the range which is requested and approved by the Human Resources Director.

**Section 4.** Any bargaining unit vacancies not filled by transfers or demotions shall be posted in the County job listing as a vacancy open to all County employees. If no current probationary or status employee is selected, then the position shall be posted to the general public. Positions filled through continuous recruitment will be posted internally and to the general public simultaneously. Any vacancy may be filled by a promotion, transfer or demotion.



## ARTICLE 18 - LAYOFF AND RECALL

**Section 1.** When it is determined that a reduction in force is necessary, the County shall notify the Union as soon as possible. The order of layoff shall be by seniority. The employee with the least seniority shall be the first laid off.

**Section 2.** No full-time status employees shall be laid off as long as there are provisional, part-time, temporary, seasonal, intermittent, emergency, on-call or probationary employees working in the affected classifications. Furthermore, when an employee in a classification in a Department has been laid off, the Department shall not hire any provisional, part-time, temporary, seasonal, intermittent, emergency, on-call or probationary employees to conduct any work that was previously conducted in that classification for a one (1) year period from the date of layoff unless the County has first attempted to recall all laid off employees in such class, pursuant to this Article.

**Section 3.** An employee who has received notice of layoff shall have the privilege of bumping an employee in the same class in his Department with less continuous County service. If there are no employees in the same class with less continuous County service, he may move to the next lower classification in the class family in the employee's department.

**Section 4.** The names of status employees who have been laid off shall be placed on a layoff list, and shall be eligible for recall for a period of one (1) year, and the County shall rehire in the reverse order of layoff. A laid off employee subject to recall who is employed elsewhere shall not be required by the County to report until after the expiration of two (2) weeks from the date of the notice. If such employee is not employed elsewhere, he shall be required to report to work at the beginning of the next pay period following recall. The County shall provide employees subject to recall with written certified notice of recall mailed to their last known address on record in the Human Resources Department. Employees on the layoff list shall be responsible for making their current address available to the City-County Human Resources Department. The County shall present the Union with the layoff list and any changes as soon as possible.

**Section 5.** An employee subject to layoff shall be provided with notice of layoff in writing at least fifteen (15) calendar days prior to the layoff.

**Section 6.** When an employee exercises retreat rights in lieu of layoff, the employee shall be paid at a rate which most nearly approximates his rate of pay immediately prior to the layoff if available in the pay grade. If the employee's rate of pay prior to the layoff is higher than the maximum of the lower pay grade, the employee will be paid at the maximum of the lower pay grade.

**Section 7.** No new employees shall be hired into a classification in the Department where employees have been laid off from that classification until all employees on layoff status in that Department and classification desiring to return to work have been notified of vacancies.

**Section 8.** Employees displaced by the elimination of jobs through consolidation (combining of two jobs or more), the installation of new equipment or machinery, the curtailment or replacement of existing facilities or for any other reason, shall be permitted to exercise their seniority rights to bump into another position in their class family in their Department for which they are qualified.

**Section 9.** (a) In the event of a recall of a laid off employee within one (1) year of a layoff, the recalled employee shall have his/her service time computed from the employee's original date of employment to the date of layoff.

(b) An employee who is laid off, and is later recalled within one (1) year, shall have available upon his/her return such unused sick leave accrual as he/she may have earned up to the time of his/her departure (Article 24, § 1. K). Further, accrual rates for vacation and sick leave will be established at the level based upon the revised service time set forth in subsection (a) above. An employee who is recalled, is eligible for enrollment in the health, dental and life insurance programs without waiting periods and reinstatement in the retirement plan at the percentage of vesting at the time of layoff.

## ARTICLE 19 - DISCHARGE AND DISCIPLINE

**Section 1.** Disciplinary action shall consist of written reprimand, suspension, demotion and dismissal. The Department Head may discipline an employee for just cause. Just cause shall be defined as a cause which a reasonable employer, acting in good faith, would regard as good and sufficient reason for the level of discipline issued against the employee for the infraction that led to the disciplinary action, and the discipline was consistent with how other employees in similar situations were treated as distinguished from arbitrary whim or caprice. In informing an employee of proposed discipline, the County can refer to the Lancaster County Personnel Rules to set forth the basis for the proposed discipline.

Provisions for disciplinary actions should be limited to those listed above. When appropriate, each Department Head or Supervisor should make reasonable efforts to provide an employee with written coaching prior to instituting formal discipline, however, nothing in this Article should be construed to limit a Department Head's authority to determine the appropriate level of discipline. Other solutions may be obtained through mutual consent by management, the Union and the employee.

At a pre-disciplinary meeting, the employee has the right to have legal counsel or a Union steward present. Pre-disciplinary meetings shall be required for all proposed suspensions, demotions and dismissals. A Department Head is not required to hold a pre-disciplinary meeting prior to presenting an employee with a reprimand.

Management reserves the right to investigate employee conduct, potential violations of rules and/or standards of employment. Whenever the Department Head becomes aware of information that may be cause for discipline the Department Head shall within fifteen (15) working days provide the employee written notice of the charges against him which shall identify the rule or policy violated and include an explanation of the agency's evidence against him. The written notice shall include at least five (5) working days notice of the date, time and place for a pre-disciplinary meeting where the employee will have an opportunity to respond to the charges and present mitigating evidence and/or reasons why disciplinary action should not be taken. The employee shall have the right to be represented by counsel or a union representative at the meeting.

After the pre-disciplinary meeting, if disciplinary action is deemed warranted by the Department, the employee will be presented with the disciplinary action in writing within fifteen (15) working days after said disciplinary meeting. The employee will receipt the same without implying agreement or admitting to the infraction. The employee or his/her representative may present a written rebuttal to the final decision which shall be attached to the disciplinary action. Time limitations may be extended by mutual consent.

**Section 2.** A Department Head may reprimand any employee for cause. Such reprimand shall be in writing and addressed and presented to the employee who will initial receipt. The employee may grieve the reprimand directly to the Human Resources Director or his designated representative. The grievance shall be presented within

fifteen (15) working days of receipt of the reprimand. The response to the grievance shall be in writing and shall be issued within fifteen (15) working days of receipt of the grievance. The written decision on the grievance shall be final and binding upon the parties to the grievance. The grievance procedure shall not apply to this Section. The employee may present a written rebuttal to the final decision regarding the grievance within fifteen (15) working days of date of decision which shall be attached to and become a part of the file pertaining to the grievance. The rebuttal shall be delivered to the Human Resources Department and a copy transmitted by the Human Resources Department to the Department Head who wrote the reprimand.

**Section 3.** Written reprimands, written warnings and rebuttals or explanations thereof shall be removed from an employee's personnel file, including such files within a Department, one year after the filing thereof provided there is a written request for removal from the affected employee and further provided there have been no additional disciplinary actions taken against the employee for the same or similar violations.

**Section 4.** A Department Head may suspend an employee without pay for cause for a period or periods not exceeding thirty (30) working days in any twelve (12) months; however, no single suspension shall be for more than fifteen (15) working days, except for the investigative suspension as defined in Section 6 of this Article. The Department Head shall notify the employee concerned and the Human Resources Director in writing no later than one (1) working day after the date of suspension is made effective. Such notice shall include the reasons for and the duration of the suspension. Any status employee who is suspended may appeal for a hearing, in writing, to the Board within fifteen (15) working days of notice of suspension.

**Section 5.** A Department Head may dismiss any employee with status only for just cause at any time and at the time of dismissal shall furnish the employee with a written statement of other reasons for the dismissal and within one (1) working day of such action, furnish the Human Resources Director with a written statement of the reasons for the dismissal. Any employee who is dismissed may appeal, in writing, to the Board within fifteen (15) working days of notice of dismissal.

**Section 6.** Upon being informed that an employee has been accused of behavior which, if substantiated, would be cause for dismissal, the Department Head shall have the option of suspending an employee without pay for a period not to exceed thirty (30) calendar days for the purpose of investigation of the accusation, provided that if after investigation the Department Head determines to dismiss the employee, he shall give written notice of the dismissal in accordance with Section 5, and if after investigation the Department Head determines that the accusation cannot be substantiated or does not constitute cause for dismissal, the employee be reinstated and awarded back pay for any portion of the suspension time not imposed as disciplinary action.

**Section 7.** An employee who receives three (3) or more reprimands within a twelve (12) consecutive month period shall be authorized to utilize the appeal procedure of this Agreement. In the event that an employee appeals the third or additional reprimand

during a twelve (12) consecutive month period, documents relating to the preceding like reprimands shall be admissible in the appeal procedure.

## ARTICLE 20 - GRIEVANCE AND APPEAL PROCEDURE

A grievance is hereby defined as any disagreement arising during the term of this Agreement which is expressly limited to matters of interpretation or uniform enforcement of express provisions of this Agreement, the Rules, and any and all conditions of employment. The Union may file a grievance on behalf of any represented employee(s) or the employee(s) may individually file a grievance.

**Section 1.** Grievances. It shall be the policy of the County to give status employees an opportunity to discuss their grievances with the County in order to find mutually satisfactory solutions as rapidly as possible. The grievance procedure set forth herein is designed to preserve harmony and friendly relations between the County and its employees. Furthermore, the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee who may submit or be involved in a grievance. The grievance procedure shall not be used to change any provisions of this Agreement or the Rules, or filed for the purpose of getting an established policy, standard or procedure changed unless it is in conflict with the provisions of this Agreement.

In reducing a grievance to writing, the following information must be stated with reasonable clearness: the exact nature of the grievance, the act or acts of commission or omission, the exact date of the act or acts of commission or omission, the identity of the party or parties who claim to be aggrieved, the identity of the party or parties alleged to have caused the grievance, the specific provisions of this Agreement that are alleged to have been violated, and the remedy which is sought.

For the purposes of this Article, "working days" shall be defined as Monday through Friday, excluding Saturdays, Sundays and holidays.

Grievances shall be processed in the following manner:

**Step 1.** The aggrieved employee shall present in writing his grievance to his Department Head within fifteen (15) working days from the date on which the employee became aware of or should reasonably have been aware of the incident giving rise to the grievance. The Department Head shall respond in writing to the employee presenting the grievance within fifteen (15) working days.

**Step 2.** If satisfactory settlement is not reached under Step 1, the employee or his designated representative shall resubmit the grievance in writing within fifteen (15) working days of receipt of the response from the Department Head to the Human Resources Director or his designated representative for submission to the Board. The Board shall hold a hearing with the employee or his designated representative within thirty (30) working days after receipt of the grievance in an attempt to settle the grievance. The hearing date may be continued if the parties mutually agree to a continuance or the Board does not have a quorum. The decision of the Board concerning a grievance shall be

made within fifteen (15) working days of the final hearing and reduced to writing, including both findings and decisions, and it shall be filed with the Human Resources Director with a copy to the Department Head, the subject employee and the Union President.

Decisions of the Board concerning a grievance are binding on all Department Heads and employees in the bargaining unit.

Time limitations as outlined in Step 1 may be extended in writing by mutual agreement between the employee or his designated representative and the Department Head.

**Section 2.** Appeals. Any status employee may appeal directly to the Board the following actions: Receipt of three (3) written reprimands within a twelve (12) consecutive month period, suspension, demotion for cause, reduction in classification resulting in loss of pay, and dismissal.

The appeal shall be processed in the following manner:

Within fifteen (15) working days of the notice of the third written reprimand, suspension, demotion for cause, reduction in classification resulting in loss of pay, or dismissal, the employee may request to appeal the action to the Board.

Intent to appeal must be submitted in writing to the Human Resources Director or his designated representative for submission to the Board. The Board shall hold a hearing with the employee or his designated representative within thirty (30) working days after receipt of the appeal. The hearing date may be continued if the parties mutually agree to a continuance or the Board does not have a quorum. The decision of the Board shall be made within fifteen (15) working days of the final hearing and reduced to writing, including both findings and decisions, and it shall be filed with the Human Resources Director with a copy to the Department Head, the subject employee and the Union President.

## ARTICLE 21 - HOURS OF WORK

**Section 1.** For all employees the regular hours of work each day shall be consecutive except that they may be interrupted by a lunch hour not to exceed one (1) hour.

**Section 2.** Work week shall mean the number of hours regularly scheduled to be worked during any seven (7) consecutive days by an individual employee. The work week shall begin at 0001 Thursday and end the following Wednesday at 2359.

**Section 3.** Generally eight (8) hours shall constitute a work day and forty (40) hours or five (5) days shall constitute a work week for full-time employees. Effort will be made to give full-time employees a five (5) day week and an eight (8) hour day from 7:30 a.m. to 4:00 p.m. with one-half ( $\frac{1}{2}$ ) hour for lunch. However, it sometimes may be necessary for a full-time employee to work his forty (40) hours in more or less than five (5) days by working more or less than eight (8) hours per day, or those working eight (8) hours per day may be required to start the day some other time than 7:30 a.m. and complete the day some other time than 4:00 p.m.

**Section 4.** No employee's work schedule will be changed without at least two (2) weeks' notice unless an emergency exists. Temporary work schedule changes shall not be made for the purpose of avoiding overtime.

**Section 5.** All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half ( $\frac{1}{2}$ ) shift. The rest period shall be scheduled at the approximate middle of each one-half ( $\frac{1}{2}$ ) shift.

Employees who for any reason work beyond their regular quitting time into the next shift shall be granted the regular rest periods that occur during the shift.

**Section 6.** All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of the shift.

**Section 7.** If an employee is contacted by telephone, pager, or other means by any supervisory employee during their off duty time, for any reason other than scheduling, the employee shall receive one-half ( $\frac{1}{2}$ ) hour of pay during an eight (8) hour period or actual time spent on work in response to any telephone call or follow-up calls, whichever is greater.



## ARTICLE 22 - OVERTIME

**Section 1.** General Employees - Work performed by employees in excess of forty (40) hours in any work week shall be compensated at the rate of one and one-half (1 ½) times the regular hourly rate of the employee.

**Section 2.** No overtime work will be allowed without prior approval by the Department Head.

**Section 3.** All paid leaves of absence shall be counted as hours worked in computing overtime with the exception of sick leave which will not count as hours worked for the purpose of computing weekly overtime.

The above paragraph does not apply to call-back, call-in, stand-by, or emergency situations.

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

**Section 4.** Comp Time. In lieu of payment for overtime hours worked, the employee may request to take compensatory time off. Approval shall be at the discretion of the Department Head. If the request is approved by the Department Head, one and one-half (1 ½) hours of compensatory time shall be credited for each overtime hour worked. A maximum accrual of compensatory time shall be twenty (20) hours.

Flex Time. The County recognizes and supports the concept of Flex time. Flex time is allowed within the work week as it is defined in Article 21, Section 2 of this contract. If an employee requests, an employee and their department head may agree to allow an employee to flex their schedule. However, in some departments and under some circumstances flex time may not be feasible and will not be permitted. No employee shall be required to take flex time off in order to avoid the payment of overtime or as a condition of continued employment.

## ARTICLE 23 - HOLIDAYS AND VACATION

**Section 1.** Compensation for Absence on Holidays. All holidays shall not exceed eight (8) hours in duration. The following shall be considered legal holidays:

New Year's Day	Labor Day
Martin Luther King Jr.'s Day	Veterans Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Fourth of July	Christmas Day

In addition, the County will provide 20 hours of non-cumulative personal holidays to all eligible employees. The personal holidays may be taken at any time during the payroll fiscal year of the following year (or be forfeited), provided the day selected by the employee has the prior approval of the Department Head.

**Section 2.** Compensation for Work Performed on Holidays. Any employee who is eligible for holiday pay and who shall be required to perform work or to render services on one of the holidays listed in Section 1 of this Article shall receive pay at time and one-half (1 ½) for hours worked. The employee shall have the option of requesting equivalent time off with the permission of the Department Head.

**Section 3.** Qualification for Holiday Pay. In order to qualify for holiday pay, an employee must be in a pay status on the regular work days immediately before and after the holiday.

**Section 4.** Vacation Leave. Employees shall earn vacation leave with pay according to the following schedule:

- A. Less than five (5) years of service — At the factored hourly equivalent of eighty (80) hours per year.
- B. After five (5) years of service — At the factored hourly equivalent of one hundred twenty (120) hours per year.
- C. After ten (10) years of service — At the factored hourly equivalent of one hundred fifty-two (152) hours per year.
- D. After fifteen (15) years of service — At the factored hourly equivalent of one hundred sixty-four (164) hours per year.
- E. After twenty (20) years of service — At the factored hourly equivalent of one hundred ninety-eight (198) hours per year.

Vacation leave shall be earned but not granted during the first six (6) months of employment.

Vacation requests in excess of 40 hours will require at least two weeks notice. Vacation requests for a period of leave of more than 8 hours will require at least three (3) working days notice. It shall be at the discretion of supervisory personnel to grant vacation leave without prior request/approval. The supervisors may request proof of circumstances beyond control. Without adequate proof of circumstances, employee may be put on leave without pay. Such vacation leave shall not be unreasonably denied.

Accumulation of vacation leave credit shall be on a continuous basis not to exceed two hundred forty (240) hours. Unused vacation accumulation shall be paid upon termination of employment.

Each Department Head shall schedule vacation leaves to accord with operating requirements and, insofar as possible, to coincide with the request of the employee. The County shall answer an employee's request for vacation within five (5) working days of the date the employee submits such request.

Vacation leave shall not accrue during any period of absence without pay or without leave.

## ARTICLE 24 - SICK LEAVE AND INJURY LEAVE

### Section 1. Sick Leave.

- A. Sick Leave shall be earned at the factored hourly equivalent of ninety-nine (99) hours per year. Accumulation of sick leave credit shall not exceed two thousand eighty (2080) hours at any one time. Disability retirement shall not be effective until accumulated sick leave has been used. Upon retirement or death the employee shall receive forty-five percent (45%) of accumulated sick leave (distributed into the employee's PEHP account). The payment will be at the regular hourly rate of the employee at the time of retirement. No refund of vacation shall be allowed due to illness incurred while on vacation leave. This payment will be made to those employees who have an active PEHP account.
- B. An employee eligible for sick leave with pay may use such sick leave for absence due to sickness, family illness, personal and family medical appointments, disability, non-work related injury, exposure to contagious disease or funeral leave as outlined in this article and for no other purpose. An employee who uses sick leave for any other purpose may be subject to discipline.
- C. An employee may use up to forty (40) hours per calendar year from his sick leave balance for illness in the immediate family or family medical appointments. Immediate family is defined to be spouse, child, parent, stepparent, sister, brother, employee's grandparents and the parents of the employee's spouse. Immediate family will also include any other family member, whether it be by blood or marriage, or legal adoption or foster children, residing in the same household. Upon written request, the Human Resources Director may waive the forty (40) hour limit after reviewing the individual circumstances in support of the request.
- D. At the employee's discretion, he/she may supplement their Worker's Compensation payment to bring the total sum of the Worker's Compensation payment and sick leave to a figure equivalent to a full pay check.
- E. An employee who is absent because of sickness shall first attempt to inform his immediate supervisor, if on duty, or any supervisor on duty at the employee's usual work location of the fact and the reason therefore as soon as possible; failure to do so within a reasonable time may be cause for denial of pay for the period of absence. The Department Head may require a doctor's certificate or other evidence of illness before approving sick leave with pay.
- F. Sick leave may be denied when the County has facts showing that an employee is abusing sick leave.
- G. Once an employee has exhausted Sick Leave the County shall automatically deduct as necessary from any available paid leaves.

- H. Disability retirement shall not be effective until accumulated sick leave has been used. Upon retirement or death the employee shall receive forty-five percent (45%) of accumulated sick leave into the employee's PEHP account.
- I. The County agrees to pay an employee who voluntarily separates from employment after fifteen (15) consecutive years of service with Lancaster County forty-five percent (45%) of their sick leave balance which is greater than 1000 hours. The hours will be based on their current hourly rate of pay. This pay out shall be distributed as one hundred percent (100%) cash.
- J. Any employee who is laid off, and is later recalled within one (1) year, shall have available upon his return such unused sick leave accrual as he may have earned up to the time of his departure.
- K. The Union and County agree to comply with the rules and regulations of the Family and Medical Leave Act of 1993 and the County's policy governing the application of the Act.

**Section 2.** Injury Leave. Any employee who is injured in the performance of his duties shall receive the difference between his regular pay and the Worker's Compensation payment for a period not to exceed ten (10) working days. Failure to immediately report an accident which may result in injury may cause forfeiture of the additional benefit.

Such injury leave shall not be deducted from vacation or sick leave credits.

The County will provide a long term disability policy in order to provide some relief from lost wages due to sickness, injury or disability.

## **ARTICLE 25 - FUNERAL LEAVE**

- A. Funeral Leave. In the case of the death of the employee's spouse, child, step-child, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother, sister, grandfather, grandmother, grandchild, the full-time employee shall be allowed twenty-four (24) hours funeral leave with regular pay to attend the funeral without deduction from his pay or accumulated sick leave.
- B. In the case of the death of the employee's sister-in-law, brother-in-law, daughter-in-law, son-in-law, aunt, uncle, nephew, niece, or the grandparents of an employee's spouse, the full-time employee shall be allowed sixteen (16) hours funeral leave with regular pay to attend the funeral without deduction from his pay or accumulated sick leave.
- C. Further, the full-time employee may also be allowed to use up to twenty-four (24) hours of his accumulated sick leave in the case of death of any of the above designated persons.
- D. Upon the request, through normal administrative procedure, up to four (4) hours paid leave may be granted if a full-time employee attends the funeral of a co-worker from the department in which the requesting employee is employed.

## ARTICLE 26 - OTHER LEAVES

**Section 1.** Leave for Jury Duty. Any employee called to serve jury duty shall receive his regular pay in addition to the compensation received for ten (10) working days of jury service. For jury service exceeding ten (10) work days during one (1) jury term, the employee shall receive the difference between his regular pay and the compensation received for such jury service.

**Section 2.** Military Leave. All employees who shall be members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, and Coast Guard Reserve, shall be entitled to leave of absence from their respective duties, without loss of pay, on all days during which they are employed with or without pay under the orders or authorization of competent authority in the active service of the State of Nebraska or of the United States, but not to exceed fifteen (15) work days in any one (1) calendar year. Such leave of absence shall be in addition to the regular annual leave of the persons named herein. When the Governor of the State of Nebraska shall declare that a state of emergency exists, and any of the persons named in this section are ordered to active service of the State of Nebraska, an additional leave of absence will be granted until such member is released from active service by competent authority. During the additional leave of absence because of the call of the Governor, any official or employee subject to the provisions of this section shall receive such portion of his salary or compensation as will equal the loss he may suffer while in active service of the State. Governmental officers serving a term of office shall receive their compensation as provided by law. No employee shall be treated any differently than as outlined in Federal statutes addressing military leave.

**Section 3.** Special Leave. In addition to leaves authorized above, a Department Head may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed thirty (30) working days in any calendar year, provided he has used all accumulated vacation leave. The Human Resources Director must approve any leaves in excess of thirty (30) calendar days. All requests for leave of absence must be made in writing.

A Department Head, with approval of the Human Resources Director, may grant such employee leave of absence without pay for a period not to exceed one (1) year for travel or study which will render the employee of greater value to the County upon his return to duty. Such leave shall be granted only when it will not result in undue prejudice to the interests of the County as an employer beyond any benefits to be realized. No leave without pay shall be granted except upon written request of the employee. No such leave shall be granted primarily in the interests of the employee except in the case of one who has shown by his record of service or by other evidence to be of more than average value to the County, and whose service it is desirable to retain even at such sacrifice. Failure on the part of an employee on leave to report promptly at its expiration, without good cause, shall be considered as a resignation.

Leave with pay for public health or safety duties of an emergency nature may be authorized by the Department Head upon approval of the Human Resources Director. Such leave will not be deducted from vacation or sick leave.

**Section 4.** Pregnancy and Parental Leave. A pregnant employee shall request in writing and with a physician's certificate that leave be granted at any time during the period of pregnancy and the period immediately following the birth.

This leave may be with pay if the employee has sufficient accrued sick leave and/or vacation leave to be allocated as per the employee's directions. Otherwise, the leave will be without pay. It is the responsibility of the employee to obtain a doctor's statement within four (4) weeks following the birth which certifies the date the employee is physically able to return to work.

Parental leave for bonding after the birth or adoption of a child may be granted pursuant to the provisions of the Family and Medical Leave Act of 1993.

**Section 5.** Absence Without Leave. Any unauthorized absence of an employee from duty shall be deemed to be an absence without pay and may be made grounds for disciplinary action by the Department Head. In the absence of such disciplinary action, any employee who absents himself for three (3) or more days without authorized leave shall be deemed to have resigned. Such absence may be excused, however, by the Department Head by a subsequent grant of leave with or without pay where extenuating circumstances are found to have existed.

**Section 6.** Leaves of Absence. All leaves of absence must be requested in writing to and approved by the Department Head in advance of leave being taken. Exceptions may be made in an emergency.



## ARTICLE 27 - WAGES

Reference to Rules in this Article shall mean the Rules of Lancaster County, Nebraska, as they are now in existence or as they may be changed in the future by the County Board as per the provisions of Nebraska Revised Statutes, Sections 23-2517 to 23-2533 (Reissue 2007).

**Section 1.** The scale of wages for job classifications covered by this Agreement shall be prescribed by a resolution adopted by the County Board which shall be in accord with Appendix "A" so far as said resolution relates to job classifications covered by this Agreement. Wages as set forth in Appendix "A" become effective August 17, 2017 and reflects a one and one half percent (1.5%) increase.

**Section 2.** Upon agreement between the bargaining committees of the County and the Union, the County through its Human Resources Director or other designated representative will take the necessary procedural steps mandated by statute for ratification of the Agreement and presentation of the Agreement to the County Board.

**Section 3.** Administration of the Compensation Plan shall be as provided in Rule 17, where such provisions do not conflict with this agreement or where this agreement is silent.

**Section 4.** Retirement: The County will provide a retirement plan as outlined in the following manner:

A. Each status employee who is eligible to make contributions to the retirement plan will contribute five and two-tenths percent (5.2%) of his wages and the County will match with one hundred fifty percent (1.5) times the employee contribution.

B. Each status employee who was hired after August 22, 2013 and is eligible to make contributions to the retirement plan will contribute six and one-half percent (6.5) of his wages and the County will match with one hundred percent (1.0) times the employee contribution.

**Section 5.** An employee will be paid at their regular rate of pay to take the initial Commercial Drivers License examination one time (each of the three phases). Time off with pay for repeat examination will be at the Department Head's discretion. The County will reimburse an employee the difference in cost between a regular drivers license and a Commercial Drivers License, when the employee's position requires a Commercial Drivers License, and only when that license is renewed.

## **ARTICLE 28 - TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION**

Temporary assignment out of class shall mean assignment to an out of class position which is temporarily vacant due to termination, resignation, leave of absence, or initial creation. In the event an employee is directed by management personnel to engage in work having substantially similar duties and responsibilities as those of another permanent position (classification) with a higher maximum salary (out of class work), that employee shall receive at least a step increase in pay during the period he is so engaged in that activity, provided the following is accomplished:

- A. The employee is authorized to perform the full range of duties of the out of class work, even though he may not actually perform the full range of duties during the term of that activity; and
- B. The employee must perform the out of class work eight (8) or more consecutive hours before being eligible for out of class pay. The employee shall then be compensated for the original eight (8) consecutive hours worked plus any additional consecutive hours he is engaged in the out of class work.

In the event an employee is performing out of class work and requests and receives approval for paid leave, such paid leave shall be compensated at the employee's rate of pay prior to the assignment of the out of class work.

Examples of out of class pay are for demonstrative purposes, and are not inclusive of all instances when out of class pay may be paid to an employee.

Examples of out of class pay might include an employee working four (4) hours out of class at the end of a shift, returning to work the next day and working an additional four (4) hours out of class. In this example, the employee would be paid out of class pay for the eight (8) consecutive hours of work.

In another scenario, an employee may be assigned to perform out of class work for an eight (8) hour work day. The beginning of the following work day the employee is assigned and performs two (2) hours of out of class work resulting in ten (10) consecutive hours of out of class work. The employee would be paid ten (10) hours of out of class pay in this example.

Exceptions to this Article for receipt of out of class pay may be made or approved by the Human Resources Director.

## ARTICLE 29 - INSURANCE

**Section 1.** Health Insurance. The County shall maintain a group health insurance policy. The County shall have the sole discretion to contract annually with one or more carriers on any terms of this coverage.

The County shall contribute ninety-five percent (95%) of the carrier single premium cost, eighty-five percent (85%) of the carrier 2/4 premium cost, and eighty-five percent (85%) of the carrier family premium cost.

**Section 2.** Dental Insurance. The County agrees to provide a comprehensive dental program. The County will pay eighty-five percent (85%) of the monthly premium for Dental Insurance for single coverage. The employee will pay the remaining fifteen percent (15%) of the premium. The County will pay seventy-five percent (75%) of the monthly premium for Dental Insurance for 2/4 and family coverages. The employee will pay the remaining twenty-five percent (25%) of the premium.

**Section 3.** Life Insurance. The County will pay the full premium on \$30,000 group term life insurance coverage for the employee upon adoption of the addendum to the present Guaranteed Mutual Life Insurance contract. Additional coverage and dependent coverage may be purchased and the employee will pay one hundred percent (100%) of the monthly premium.

## **ARTICLE 30 - EYEGLASS REPLACEMENT**

An employee whose eyeglasses are broken or lost in the performance of duty shall submit a written report before the end of his duty shift explaining what caused said glasses to break. The County shall provide safety lens, scratch resistance and tinting as requested by the employee as replacement lens. Replacement frame cost shall not exceed two hundred seventy-five (\$275) dollars.

## ARTICLE 31 - SAVINGS CLAUSE

**Section 1.** If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**Section 2.** Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree to negotiate a substitute for the invalidated Article, Section, or portion thereof.

## **ARTICLE 32 - UNION BARGAINING COMMITTEE**

**Section 1.** The Union bargaining committee will include not more than five (5) employees of the County. It may also include two (2) non-employee representatives of AFSCME Local 2468, AFL-CIO. The Union will provide Human Resources with the names of its employee representatives on the bargaining committee in writing.

**Section 2.** There will be no discrimination against any employee because of his duties as a Union Official, Steward, or Committee Member.

**Section 3.** Employee members of the bargaining committee will be paid by the employer for time spent in negotiations with management, a cumulative total of fifty (50) straight time hours that they would otherwise have worked their regular schedule. None of the time spent in negotiations shall be used to compute hours worked for overtime compensation.

### **ARTICLE 33 - INFECTIOUS DISEASE**

The County recognizes the risk of exposure to contagious diseases of employees. Therefore, the County will annually provide voluntary influenza vaccinations for all employees. It shall be the responsibility of the County to develop, implement and manage this program.

## **ARTICLE 34 - LICENSES AND CREDENTIALS**

In the event that an employee is required to maintain a license or other credential pursuant to the qualification requirements in their job description, each Department Head shall maintain a record of the status of the license or credential, and the dates for required renewals. The status of an employee's license or credential shall also be reviewed with the employee during the employee's annual evaluation.



## **ARTICLE 35 – SAFETY BOOTS**

**Section 1.** The County shall provide a method by which employees in designated classifications can obtain approved safety footwear (safety boots) that is either ANSI or ASTM approved. Only ANSI Z41 PT-1999; ANSI Z41-1991 or ASTM F2412-05 (compliant with 29 CFR 1910.136) are required. The County will provide \$125.00 per designated employee per contract.

**Section 2.** Replacement footwear will be at the discretion of the Department Head after reviewing the condition of the employee's footwear including cases in which an employee's safety boots are damaged on the job either in a single event or over time such that the boots are rendered inadequate for proper protection. When required by the Department Head, employees who have received such boots or allowance shall wear such safety boots while engaged in work. Not wearing required safety boots may be the basis for disciplinary action.

**ARTICLE 36 - DURATION**

**Section 1.** This Agreement shall be effective as of the 17<sup>th</sup> day of August, 2017, and shall remain in full force and effect until August 30<sup>th</sup>, 2018.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2018.

LOCAL NO. 2468, AMERICAN  
FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES,  
AFSCME, AFL-CIO

LANCASTER COUNTY, NEBRASKA

  
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Steve Slapnick

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WITNESSES

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COUNTY COMMISSIONERS

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COUNTY CLERK

APPROVED AS TO FORM THIS 18  
DAY OF January, 2018.

*for* Kristy Bauer  
LANCASTER COUNTY ATTORNEY

## AFSCME COUNTY ENGINEER PAY PLAN

Reflects a 1.5% increase  
Effective August 17, 2017  
3.6% between steps

CLASS CODE	CLASSIFICATION TITLE	PAY									
		GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
2437	MAINTENANCE STORES CLERK	G09	17.684	18.322	18.979	19.664	20.373	21.104	21.864	22.650	
4511	EQUIPMENT MECHANIC I	G10	18.322	18.979	19.664	20.373	21.104	21.864	22.650	23.466	
4512	EQUIPMENT MECHANIC II	G14	21.104	21.864	22.650	23.466	24.310	25.185	26.094	27.032	
4520	HEAVY TRUCK OPERATOR	G10	18.322	18.979	19.664	20.373	21.104	21.864	22.650	23.466	
4521	EQUIPMENT OPERATOR I	G09	17.684	18.322	18.979	19.664	20.373	21.104	21.864	22.650	
4522	EQUIPMENT OPERATOR II	G13	20.373	21.104	21.864	22.650	23.466	24.310	25.185	26.094	
4523	SENIOR EQUIPMENT OPERATOR	G14	21.104	21.864	22.650	23.466	24.310	25.185	26.094	27.032	
4524	TRAFFIC SIGN WORKER	G10	18.322	18.979	19.664	20.373	21.104	21.864	22.650	23.466	
4740	ROAD CONSTRUCTION & MAINTENANCE HELPER	G01	13.325	13.806	14.302	14.816	15.352	15.904	16.476	17.068	
4742	LABORER	G08	17.068	17.684	18.322	18.979	19.664	20.373	21.104	21.864	
4745	LABOR SUPERVISOR	G15	21.864	22.650	23.466	24.310	25.185	26.094	27.032	28.005	

## AFSCME COUNTY ENGINEER PAY GRADES

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PAY GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
G01	ANNUAL	27,716.00	28,716.48	29,748.16	30,817.28	31,932.16	33,080.32	34,270.08	35,501.44
	MONTHLY	2,309.67	2,393.04	2,479.01	2,568.11	2,661.01	2,756.69	2,855.84	2,958.45
	BIWEEKLY	1,066.00	1,104.48	1,144.16	1,185.28	1,228.16	1,272.32	1,318.08	1,365.44
	HOURLY	13.325	13.806	14.302	14.816	15.352	15.904	16.476	17.068
G02	ANNUAL	28,716.48	29,748.16	30,817.28	31,932.16	33,080.32	34,270.08	35,501.44	36,782.72
	MONTHLY	2,393.04	2,479.01	2,568.11	2,661.01	2,756.69	2,855.84	2,958.45	3,065.23
	BIWEEKLY	1,104.48	1,144.16	1,185.28	1,228.16	1,272.32	1,318.08	1,365.44	1,414.72
	HOURLY	13.806	14.302	14.816	15.352	15.904	16.476	17.068	17.684
G03	ANNUAL	29,748.16	30,817.28	31,932.16	33,080.32	34,270.08	35,501.44	36,782.72	38,109.76
	MONTHLY	2,479.01	2,568.11	2,661.01	2,756.69	2,855.84	2,958.45	3,065.23	3,175.81
	BIWEEKLY	1,144.16	1,185.28	1,228.16	1,272.32	1,318.08	1,365.44	1,414.72	1,465.76
	HOURLY	14.302	14.816	15.352	15.904	16.476	17.068	17.684	18.322
G04	ANNUAL	30,817.28	31,932.16	33,080.32	34,270.08	35,501.44	36,782.72	38,109.76	39,476.32
	MONTHLY	2,568.11	2,661.01	2,756.69	2,855.84	2,958.45	3,065.23	3,175.81	3,289.69
	BIWEEKLY	1,185.28	1,228.16	1,272.32	1,318.08	1,365.44	1,414.72	1,465.76	1,518.32
	HOURLY	14.816	15.352	15.904	16.476	17.068	17.684	18.322	18.979
G05	ANNUAL	31,932.16	33,080.32	34,270.08	35,501.44	36,782.72	38,109.76	39,476.32	40,901.12
	MONTHLY	2,661.01	2,756.69	2,855.84	2,958.45	3,065.23	3,175.81	3,289.69	3,408.43
	BIWEEKLY	1,228.16	1,272.32	1,318.08	1,365.44	1,414.72	1,465.76	1,518.32	1,573.12
	HOURLY	15.352	15.904	16.476	17.068	17.684	18.322	18.979	19.664

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G06	ANNUAL	33,080.32	34,270.08	35,501.44	36,782.72	38,109.76	39,476.32	40,901.12	42,375.84
	MONTHLY	2,756.69	2,855.84	2,958.45	3,065.23	3,175.81	3,289.69	3,408.43	3,531.32
	BIWEEKLY	1,272.32	1,318.08	1,365.44	1,414.72	1,465.76	1,518.32	1,573.12	1,629.84
	HOURLY	15.904	16.476	17.068	17.684	18.322	18.979	19.664	20.373
G07	ANNUAL	34,270.08	35,501.44	36,782.72	38,109.76	39,476.32	40,901.12	42,375.84	43,896.32
	MONTHLY	2,855.84	2,958.45	3,065.23	3,175.81	3,289.69	3,408.43	3,531.32	3,658.03
	BIWEEKLY	1,318.08	1,365.44	1,414.72	1,465.76	1,518.32	1,573.12	1,629.84	1,688.32
	HOURLY	16.476	17.068	17.684	18.322	18.979	19.664	20.373	21.104
G08	ANNUAL	35,501.44	36,782.72	38,109.76	39,476.32	40,901.12	42,375.84	43,896.32	45,477.12
	MONTHLY	2,958.45	3,065.23	3,175.81	3,289.69	3,408.43	3,531.32	3,658.03	3,789.76
	BIWEEKLY	1,365.44	1,414.72	1,465.76	1,518.32	1,573.12	1,629.84	1,688.32	1,749.12
	HOURLY	17.068	17.684	18.322	18.979	19.664	20.373	21.104	21.864
G09	ANNUAL	36,782.72	38,109.76	39,476.32	40,901.12	42,375.84	43,896.32	45,477.12	47,112.00
	MONTHLY	3,065.23	3,175.81	3,289.69	3,408.43	3,531.32	3,658.03	3,789.76	3,926.00
	BIWEEKLY	1,414.72	1,465.76	1,518.32	1,573.12	1,629.84	1,688.32	1,749.12	1,812.00
	HOURLY	17.684	18.322	18.979	19.664	20.373	21.104	21.864	22.650
G10	ANNUAL	38,109.76	39,476.32	40,901.12	42,375.84	43,896.32	45,477.12	47,112.00	48,809.28
	MONTHLY	3,175.81	3,289.69	3,408.43	3,531.32	3,658.03	3,789.76	3,926.00	4,067.44
	BIWEEKLY	1,465.76	1,518.32	1,573.12	1,629.84	1,688.32	1,749.12	1,812.00	1,877.28
	HOURLY	18.322	18.979	19.664	20.373	21.104	21.864	22.650	23.466

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PAY GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
G11	ANNUAL	39,476.32	40,901.12	42,375.84	43,896.32	45,477.12	47,112.00	48,809.28	50,564.80
	MONTHLY	3,289.69	3,408.43	3,531.32	3,658.03	3,789.76	3,926.00	4,067.44	4,213.73
	BIWEEKLY	1,518.32	1,573.12	1,629.84	1,688.32	1,749.12	1,812.00	1,877.28	1,944.80
	HOURLY	18.979	19.664	20.373	21.104	21.864	22.650	23.466	24.310
G12	ANNUAL	40,901.12	42,375.84	43,896.32	45,477.12	47,112.00	48,809.28	50,564.80	52,384.80
	MONTHLY	3,408.43	3,531.32	3,658.03	3,789.76	3,926.00	4,067.44	4,213.73	4,365.40
	BIWEEKLY	1,573.12	1,629.84	1,688.32	1,749.12	1,812.00	1,877.28	1,944.80	2,014.80
	HOURLY	19.664	20.373	21.104	21.864	22.650	23.466	24.310	25.185
G13	ANNUAL	42,375.84	43,896.32	45,477.12	47,112.00	48,809.28	50,564.80	52,384.80	54,275.52
	MONTHLY	3,531.32	3,658.03	3,789.76	3,926.00	4,067.44	4,213.73	4,365.40	4,522.96
	BIWEEKLY	1,629.84	1,688.32	1,749.12	1,812.00	1,877.28	1,944.80	2,014.80	2,087.52
	HOURLY	20.373	21.104	21.864	22.650	23.466	24.310	25.185	26.094
G14	ANNUAL	43,896.32	45,477.12	47,112.00	48,809.28	50,564.80	52,384.80	54,275.52	56,226.56
	MONTHLY	3,658.03	3,789.76	3,926.00	4,067.44	4,213.73	4,365.40	4,522.96	4,685.55
	BIWEEKLY	1,688.32	1,749.12	1,812.00	1,877.28	1,944.80	2,014.80	2,087.52	2,162.56
	HOURLY	21.104	21.864	22.650	23.466	24.310	25.185	26.094	27.032
G15	ANNUAL	45,477.12	47,112.00	48,809.28	50,564.80	52,384.80	54,275.52	56,226.56	58,250.40
	MONTHLY	3,789.76	3,926.00	4,067.44	4,213.73	4,365.40	4,522.96	4,685.55	4,854.20
	BIWEEKLY	1,749.12	1,812.00	1,877.28	1,944.80	2,014.80	2,087.52	2,162.56	2,240.40
	HOURLY	21.864	22.650	23.466	24.310	25.185	26.094	27.032	28.005