

**BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA**

**RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN
COLLECTIVE BARGAINING AGREEMENT WITH NEBRASKA PUBLIC
EMPLOYEES UNION (AFSCME) LOCAL 251**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104, the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, an agreement has been proposed between Sarpy County and the Nebraska Public Employees Union (AFSCME) Local 251, a recognized collective bargaining organization, concerning terms and conditions of employment of the members of the bargaining unit; and,

WHEREAS, said agreement is reasonable and fair in setting the terms and conditions of the employment of those within the covered bargaining unit, and said agreement imposes certain duties and obligations on Sarpy County and the Nebraska Public Employees Union (AFSCME) Local 251.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS that the agreement between Sarpy County and the Nebraska Public Employees Union (AFSCME) Local 251, a recognized collective bargaining organization, a copy of which is attached hereto, is hereby approved.

BE IT FURTHER RESOLVED THAT the Chairman of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this board the agreement with the Nebraska Public Employees Union (AFSCME) Local 251, and any other related documents, the same being approved by the Board.

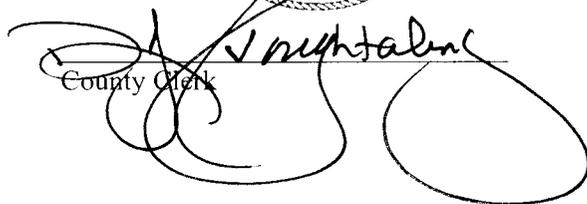
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 21st day of July, 2015.

Attest

SEAL




Sarpy County Board Chairman


County Clerk

Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046-2895
593-4155

www.sarpy.com

ADMINISTRATOR Mark Wayne

DEPUTY ADMINISTRATOR Scott Bovick

FISCAL ADMIN./PURCHASING AGT. Brian Hanson



COMMISSIONERS

Don Kelly District 1
Jim Thompson District 2
Tom Richards District 3
Brenda Carlisle District 4
Jim Warren District 5

MEMO

July 21, 2015

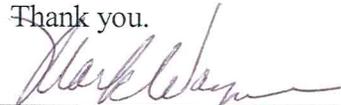
TO: Sarpy County Board of Commissioners
FROM: Mark Wayne, County Administrator
RE: Three-year Agreement with AFSCME Local 251

Administration has concluded negotiations and reached agreement with AFSCME Local 251 for a three-year contract. Attached is a red-line version of the agreement showing the changes along with a clean version. Some of the highlights include:

- Removing several Departments from being covered by the collective bargaining unit
- Aligning the job bidding provisions with the Personnel Rules and Regulations (“PRR”)
- Revising working out of class certification requirements
- Increasing the wage schedule by 2% in 2015-2016, 2% in 2016-2017, and 2% in 2017-2018
- Eliminating longevity pay for new employees hired after July 1, 2015
- Aligning the disciplinary appeal process with the process outlined in the PRR
- Aligning grievance process with the process outlined in the PRR
- Aligning the vacation accrual schedule and maximum accrual amount with the PRR
- Reducing the annual sick leave accrual from 144 hours to 128 hours per year and setting the maximum sick leave accrual amount at 960 hours
- Aligning the educational reimbursement amount with the amounts outlined in the PRR

These changes are similar to the revisions made with the three other collective bargaining units whose contracts were up for renewal.

Please feel free to contact me if you have any questions. Thank you.



Mark Wayne, County Administrator

Cc: Deb Houghtaling, Scott Bovick, Nicole O’Keefe, Bonnie Moore, Kevin Brown – Local 251

NEBRASKA PUBLIC EMPLOYEES

LOCAL 251

**July 1, 2015 – June 30, 2018
(Three Year Contract)**

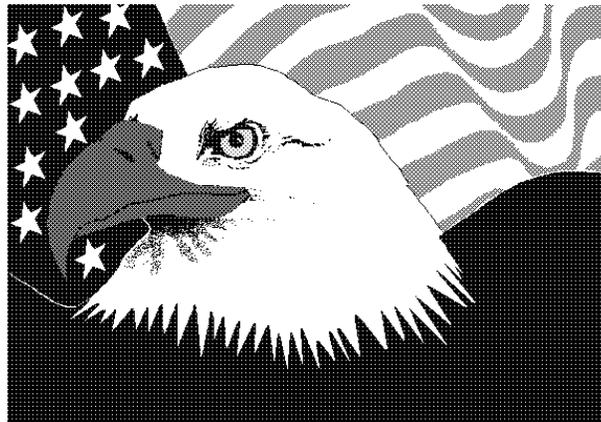


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- Exhibit B: Wage/Salary Schedule
- Exhibit C: Seniority List as of July 1, 2015

SECTION 1 – INTRODUCTION

PREAMBLE

This Agreement, by and between Nebraska Public Employees, Local 251, American Federation of State, County and Municipal Employees, AFL-CIO, hereafter referred to as the “Union” and Sarpy County, Nebraska, hereafter referred to as the County, is designed to promote and strive to maintain a working relationship between the Union and the County.

Several items not addressed in this contract are addressed in the Sarpy County Personnel Rules and Regulations (PRR) and should be used accordingly.

ARTICLE 1

DEFINITIONS

For the purpose of this Agreement, the following words, terms and phrases shall be construed in accordance with the definitions assigned to them unless the context in which the same shall be used would otherwise necessarily require a different definition:

1. DEPARTMENT, for the purposes of this Agreement, shall encompass the entire job responsibility for the elected or appointed official.
2. EMPLOYEE shall mean the employee for Sarpy County covered by the Collective Bargaining Agreement.
3. DEPARTMENT HEAD shall mean the elected/appointed official to include the Department Heads listed in Article 3.
4. PERSONNEL RULES AND REGULATIONS (PRR) shall mean the Sarpy County Personnel Rules and Regulations approved by the Sarpy County Board of Commissioners.
5. LOCAL 251 shall mean Nebraska Public Employees, Local 251.
6. Unless otherwise stipulated elsewhere in this Collective Bargaining Agreement, all references to “days” shall be defined as working days.
7. EMPLOYER shall mean Sarpy County.
8. Any reference to “him” or “his” shall also be meant to include “her” or “hers”.
9. Full-time employee – An employee who has completed the introductory period and is regularly scheduled to work eighty (80) hours in a two week period, excluding overtime hours. For the purposes of “benefits” 30+ hours will be used for full-time hours but benefits may be prorated to match number of hours worked.
10. Part-time employee – An employee who works less than thirty (30) hours per workweek. A part-time employee may be allowed to work up to one thousand five hundred eight hours (1,508) in a fiscal year. Full-time employees must be offered overtime first but part-time may be used when needed.
11. Seasonal employee – An employee who is hired to work for a specific time period during a fiscal year not to exceed one hundred and eighty (180) days. Seasonal employees may be eligible for overtime when assigned. Seasonal employees are not eligible for County benefits.

ARTICLE 2

MANAGEMENT RIGHTS

- SECTION 1 Except where limited by expressed provision elsewhere in this Agreement, nothing in this Agreement shall be construed to restrict, limit, or impair, the rights, powers and the authority of the Employer as granted to it under the laws of the State of Nebraska.
- SECTION 2 The Union acknowledges the concept of inherent management rights. 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 and work shifts so long as changes in day off, shifts and working hours, other than in emergencies, which shall include but not be limited to unplanned absences made only after the order for such change has been posted for seven (7) calendar days.
 - 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 and the right to suspend, demote, discharge or take other disciplinary action against employees, for just cause, and to relieve employees from duties due to lack of work or funds.
 - F. The right to increase, reduce, change, modify and otherwise alter the composition and size of the work force.
 - G. The right to create, establish, change, modify and discontinue any County function, operation, or department.
 - H. The right to adopt, modify, change, enforce or discontinue existing rules, regulations, procedures and policies not in direct conflict with any provision of this Agreement.

ARTICLE 3

UNION RECOGNITION

The Employer recognizes the Nebraska Public Employees, Local 251 (herein referred to as Union) as the sole and exclusive collective bargaining representative for the unit of employees as certified by the Commission of Industrial Relations, Case Number 810, Docket Number 275, excluding part-time employees and those classifications which are mutually agreed to are no longer part of this bargaining unit.

The unit of employees is from the following County departments and does not include any management/exempt (salaried) classifications, as defined by the Employer or any previously not-recognized classifications:

- Facilities Management
- Fleet Services
- Public Works
- Landfill

ARTICLE 4

CHECK-OFF

- SECTION 1 The County Payroll Department shall deduct regular monthly UNION dues and assessments from the pay of each employee who has executed a written check-off form in accordance with the terms and provision of such check-off form.
- SECTION 2 Such deductions shall be made from the first and second payroll period of each calendar month and will be remitted within ten (10) calendar days to the designated UNION office.
- SECTION 3 If in accordance with the terms and provisions of the check-off form, an employee properly revokes such check-off authorization, it shall not become effective until the first payroll period of the succeeding calendar month.
- SECTION 4 At the time of execution of the Agreement, the UNION shall advise the County Payroll Department, in writing, of the exact amount of regular monthly UNION dues. If, subsequently, the UNION requests the County Payroll Department to deduct additional monthly UNION dues, such request shall be effective only upon written assurance by the UNION to the County Payroll Department that additional amounts are regular monthly UNION dues duly approved in accordance with the UNION's constitution and bylaws. Such form shall be in accordance with the terms of the check-off form and such form shall be treated for all purposes in the manner as the initial authorization form.
- SECTION 5 The County shall not be liable for the remittance payment of any sums other than those constituting actual deductions made. 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 from the UNION to the County Payroll Department of the error. If the County Payroll Department makes an overpayment to the UNION, the County Payroll Department will deduct that amount from the next remittance to the UNION. The UNION agrees to indemnify and hold the County harmless against any and all claims, suits, orders or judgments brought or issued against the County as a result of any action taken or not taken by the County Payroll Department under the provision of this Article.
- SECTION 6 The County Payroll Department agrees to provide this service without charge to the UNION.

ARTICLE 5

UNION BUSINESS – Bulletin Boards

SECTION 1 The Employer shall permit Local 251 to use one bulletin board per work site for posting of Local 251 meetings and elections, reports of Local 251 committees and other notices or announcements that would be of benefit or interest to the employee.

SECTION 2 Posted notices shall not contain anything politically discriminatory or anything reflecting adversely upon the Employer, Local 251 or any of its employees.

Copies of the notices to be posted will be provided to the Department Head before posting by the designated Local 251 officer.

UNION BUSINESS - Representation

SECTION 1 The Employer agrees to grant leave from duty with pay for Local 251 officials that represent Sarpy County, not exceeding four (4) in number (no more than two (2) from any one department) to attend bargaining meetings, grievance meetings or other meetings with the Employer when such meetings take place at a time during which members are scheduled to be on duty.

SECTION 2 Local 251 officials not exceeding four (4) in number (no more than two (2) from any one department) shall be granted leave not exceeding ten (10) days per calendar year from duty without pay for the purpose of attending business meetings, convention, education conferences or conducting Local 251 business. Such leave shall be granted by the Employer with forty-eight (48) hour advance notice by Local 251.

SECTION 3 Prior authorization for the absence must be obtained from the Department Head, which authorization will not be unreasonably withheld.

SECTION 4 Local 251 officials may use vacation time or accrued compensatory time for the conduct of Local 251 business.

SECTION 5 The Union will provide a copy of the Steward List (Union Representatives, including the current representative from the AFSCME Union) to be used as contacts for the Human Resource Department.

ARTICLE 6

SAVINGS CLAUSE

SECTION 1 If any provision of this Agreement is subsequently declared to be unlawful or unenforceable by any court of competent jurisdiction or by the operation of any national law or statute of the State of Nebraska, all other provisions of this Agreement shall remain in full force and effect for its duration. In such event, the parties agree to negotiate and attempt to arrive at a substitute provision.

ARTICLE 7

NONDISCRIMINATION

SECTION 1 The parties hereby agree not to discriminate on the basis of any protected class under federal, state, or local law.

SECTION 2 The parties hereby agree that no officers, agents, representatives, members or anyone connected with either party to this Agreement 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.

SECTION 2 – COMPENSATION and HOURS OF WORK

ARTICLE 8

HOURS OF WORK AND OVERTIME

- SECTION 1 The workweek shall begin at 12:01 AM on Sunday and end at midnight on Saturday. Eight consecutive hours of work shall constitute a regular daily work shift. A regular work week consists of five consecutive eight-hour days. A work day is a twenty-four (24) hour period starting at the beginning of an employee's assigned scheduled shift. The consecutive hours of consecutive day requirement set forth herein may be waived by written mutual consent between the County and the Union.
- SECTION 2 Employees required to work more than eight (8) hours per day or forty (40) hours per week shall be compensated at a rate of one and one-half (1 ½) times their normal rate of hourly pay for each hour worked in excess of eight (8) hours per day or forty (40) hours per week. Overtime must be authorized by a supervisor. Vacation, holidays and scheduled sick leave (defined as sick leave scheduled at least 24 hours prior to next scheduled shift) shall count towards overtime. Unscheduled sick leave is not included as time worked for overtime.
- SECTION 3 All regular classified employees within their respective work divisions shall be provided the opportunity to work any overtime hours within their normally assigned job duties prior to the County utilizing part-time or seasonal employees to perform said duties.
- SECTION 3 Employees may accrue compensatory time in lieu of paid overtime to a maximum of 240 hours. Compensatory time must be preapproved by a supervisor. All accrued but unused compensatory time will be paid upon terminating employment.
- SECTION 4 A supervisor as defined by Neb. Rev. Stat. Section 48-801 et seq and cases there under shall not do bargaining unit work. Bargaining unit work must be done by a bargaining unit member except in cases of emergency. In addition, in an overtime situation a working foreman may only perform bargaining unit work if there is no bargaining unit member available to perform that work. The County agrees to keep records showing availability of bargaining members and to provide evidence upon request by the Union that every reasonable effort has been made to obtain a bargaining member to do the bargaining unit work.
- SECTION 5 This Article shall not be construed as a guarantee of hours of work.

ARTICLE 9

CALL-BACK PAY/ON-CALL PAY

SECTION 1 Call-Back Pay: If an employee is called to duty during his off-duty time and such time does not coincide with his scheduled tour of duty, such employee shall be paid for the hours worked at the rate of one and one-half (1 ½) times his regular rate of pay. The employee shall be paid a minimum of three (3) hours for any overtime call-back.

SECTION 2 On-Call Pay: Employees are eligible for on-call pay when they are required to be available to work during off-duty hours over and above their normal scheduled hours of work. During the designated on-call hours (determined by Department Head), employees assigned to on-call status are unrestricted in movements or location but must remain accessible by phone or pager and in a fit condition to work. On-call employees must be available when called to report to work within the time period established by the Department Head (usually within 30 minutes).

Employees assigned to on-call status will be paid 3.33 hours for every 80 hours on-call. If called in, employees will receive a minimum of two (2) hours pay at the rate of time and one-half (1 1/2) his/her regular rate of pay. If called in again or called back a second time during a normal workday (after hours), the employee will be compensated for a minimum of three (3) hours at time and one-half (1 ½) his/her regular rate of pay.

Employees will not receive on-call pay when they are on vacation, out on sick leave/family medical leave, funeral leave or jury duty and not available to work. Employees assigned to on-call status that cannot be located, who do not respond in a timely manner, or who fail to report to work when called in will forfeit on-call pay and be subject to disciplinary action.

Provisions of Section 1 and Section 2 do not apply if work hours are immediately contiguous to scheduled hours.

ARTICLE 10

SENIORITY

SECTION 1 Seniority is hereby defined as the employee's length of continuous service in the bargaining unit without break or interruption in service.

With the exceptions listed in the following paragraphs, employees on uncompensated status of more than thirty (30) days duration shall cease to accumulate seniority. Example: Employee with a January 1 seniority date is on uncompensated status for 90 days. Employee's new seniority date is "March 2, 1980 adjusted from January 1, 1980". Lay-offs or personal leave of more than one (1) year duration shall be considered an interruption of service and the employee shall lose his or her seniority.

Absence while disabled, while receiving temporary total disability benefits under the Nebraska Worker's Compensation Act, and any absence due to serving as a Union officer or official, whether elected or appointed, shall not constitute a break or interruption in service within the meaning of this article and shall not, for the purposes of the preceding paragraph, be considered as uncompensated status. Additionally, absences while complying with the provisions of the Family and Medical Leave Act (FMLA) or the Uniformed Services Employment and Reemployment Act (USERRA) shall not constitute a break or interruption in service.

The employee's seniority date shall be that date on which the employee was hired in the bargaining unit. Where two or more employees were appointed or hired in the bargaining unit on the same date, their seniority standing shall be determined by the date and time in which they filed their application for such appointment.

SECTION 2 A list of employees arranged in order of their seniority as defined herein shall be compiled and maintained current by the County Human Resources Department and made available for examination by employees. Further, the seniority list shall be revised each July 1st, at a minimum, and a copy of the same shall be transmitted to Local 251. A copy of the current seniority list shall be included in the contract as Exhibit C.

SECTION 3 Seniority shall be given in job bidding (as defined in Article 11), job appointments, assignment of vacations, lay-offs, rehires and job displacements. Overtime is assigned first by job title and then by seniority. It is understood and agreed between the parties that the foregoing language in this section is meant to favor the senior employee over the junior employee in all circumstances.

SECTION 4 Employees that terminate employment and are re-hired must begin seniority as a new employee for purposes of seniority, pay and benefits.

ARTICLE 11

JOB BIDDING

SECTION 1 Department Heads shall post new or vacant positions. Such posting shall be at least five (5) calendar days before the position is awarded.

Current County employees who wish to apply for the new or vacant position shall have until the published close date to apply for the new or vacant position. Fitness and ability being substantially equal, the positions will be awarded pursuant to the seniority provision of Article 10. However, such award shall be subject to PRR Rule 5 Regulation 2 "Trial Period Probations."

If no qualified County employee bids the position, then the position shall be posted by the Human Resources Department for seven (7) calendar days for outside applicants.

SECTION 2 Notwithstanding the above, new hires (persons who did not transfer from different County departments) are entitled to a six (6) month probationary period.

ARTICLE 12

WORKING OUT OF CLASS

- SECTION 1 When an employee works in a higher classification than that to which he/she has been appointed for three (3) work days within any thirty (30) day period, then, beginning the fourth (4th) day, that employee shall receive six percent (6%) additional compensation over and above that employee's present rate of pay for all hours worked in such higher classification for a period not to exceed ninety (90) days per incident. After ninety (90) days the employee will again need to work three (3) days out of class within any thirty (30) day period to receive six percent (6%) additional compensation with a ninety (90) day period/incident.
- SECTION 2 If an employee operates in a higher classification for twenty (20) days in a five-year period then that employee shall be certified at the higher classification. Certification shall mean that the employee is capable of performing the work in that classification and is knowledgeable in the safety requirements of the job. Employees certified at the higher classification shall only receive increased compensation pursuant to Section 1 of this Article but shall be placed on a list showing that they are eligible for promotion once a vacancy in the higher classification occurs.

ARTICLE 13

LAY OFFS

- SECTION 1 Whenever a reduction in the bargaining unit workforce becomes necessary, layoffs shall be made on the basis of seniority as defined in Article 10. Layoffs shall be made by job title.
- SECTION 2 No full-time employee shall be laid off from any job title while there are provisional, probationary, part-time or seasonal employees working in the same job title or any lower job title.
- SECTION 3 In the event an employee becomes subject to layoff in their job title within their department and is qualified to perform duties in a lateral or lower job title within any department, they shall be permitted to take a position in the lateral or next lower job title at that job's rate of pay if they have the necessary skill, ability and qualifications to perform the duties of the position. Any employee in such lateral or lower job title subjected to layoff by virtue of the provision of this Section, shall be laid off in accordance with the provision of Section 1 hereof.
- SECTION 4 The names of employees who have been laid off shall be placed on a layoff list maintained by the Human Resources Department and shall be eligible for re-employment for a period of one (1) year, and the County shall rehire in reverse order of layoff, provided that such employees are otherwise qualified to perform duties of the positions and return to work within fourteen (14) calendar days after notification of re-employment and provided that the employees must notify the Department Head of his/her intention to return within five (5) working days after receiving Notice of Recall.
- SECTION 5 Where an employee has accepted a position in a lower job title by virtue of a reduction in workforce, they shall be recalled to their former job title whenever a job becomes available in reverse order of reduction.

ARTICLE 14

CONTRACTING OUT

- SECTION 1 The employer agrees to notify the Nebraska Public Employees, Local 251 immediately in the event the Employer is considering contracting out any work performed by the bargaining unit employees.

ARTICLE 15

WAGES

SECTION 1 The parties agree wages have been negotiated for this Agreement all on a group and/or an individual basis. Copies of the master contract will be retained by Sarpy County Human Resources, the President of AFSCME Local 251 and individual Departments. Employees may obtain salary information directly from Department Heads.

All bargaining unit employees covered by this agreement shall be placed on the pay plan established and marked Exhibit B. Copies of the pay plan will be retained by the Department Heads and the President of AFSCME Local 251.

The wage increases are as follows:

Contract year July 1, 2015 thru June 30, 2016 the wage increase is 2.0%.

Contract year July 1, 2016 thru June 30, 2017 the wage increase is 2.0%.

Contract year July 1, 2017 thru June 30, 2018 the wage increase is 2.0%.

SECTION 2 All employees will initially be placed on the step pay plan using job titles and seniority. This Agreement shall cover those job titles listed in Exhibit A.

SECTION 3 All employees may be hired at Step 1 of the classification (pay grade) and may be advanced additional steps based on performance and ability until Step 6 is attained. Additional step increases will follow every twenty-four (24) months until the maximum step (Step 6) is attained, normally after nine (9) years. In order to receive a step increase, a satisfactory performance evaluation is necessary.

In addition, incentive step increases may be provided to an employee at the discretion of the Department Head. An incentive step shall be made at the employee's anniversary date and be no more than one (1) step. Justification for a step increase of more than one (1) step at a time must be provided and the step must be approved by mutual agreement of the County and the Union.

SECTION 4 An employee who is promoted shall advance the appropriate promotional job title and shall be placed on the pay step that guarantees a minimum of four percent (4%) pay increase. At that time, a new job title date is established for future step increases.

ARTICLE 16

LONGEVITY

SECTION 1 In addition to their regular compensation full-time employees hired before July 1, 2015 shall annually receive longevity pay based upon the total length of continuous service with the County. The amount of pay will be determined based upon the applicable anniversary date of hire.

As an example, an employee whose hire date is June 4, 1998 and who has no interruption in continuous service would become eligible to receive annual longevity payments once they reach June 4, 2008. Payment is generally made the first pay period following the employee's anniversary date.

Effective July 1, 2004, the longevity pay schedule is as follows for employees hired before July 1, 2015:

Anniversary date of Years 10 thru 14	\$ 885.00
Years 15 thru 19	\$ 1,330.00
Years 20 thru 24	\$ 1,785.00
Years 25 thru 29	\$ 2,165.00
After 30 Years	\$ 2,400.00

Employees hired by the County after July 1, 2015 shall not be eligible to receive longevity pay.

SECTION 3 – EMPLOYEE CONDUCT

ARTICLE 17

DISCIPLINE AND DISCHARGE

SECTION 1 No employee shall be disciplined suspended or discharged without just cause. For purposes of this Article, the provisions of the Sarpy County Personnel Rules and Regulations concerning discipline, which are not inconsistent with the other terms and conditions of this Agreement, shall be made a part of this Agreement. Copies of all notifications of corrective action, suspension or dismissal are to be sent to the Nebraska Public Employees, Local 251.

Disciplinary action shall remain active for progressive discipline and promotion evaluation purposes for the time periods listed below:

Counseling:	6 months (1st incident), 1 yr (2nd incident)
Verbal Warning:	1 Year (documented)
EAP Training/Referral:	1 Year
Written Reprimand:	2 Years
Suspension:	2 Years
Demotion:	4 Years (1st incident), extend 2nd incident
Termination:	Permanent

In the event of a recommended termination, only performance evaluations, written reprimands, suspension and demotions may be taken into consideration. All other disciplines may only be considered within the time frames listed above.

NOTE: A history of performance and/or conduct is general employee information and should not be destroyed.

SECTION 2 Employees shall have the right to appeal directly to the Personnel Policy Board the following actions:

- A. Receipt of three (3) written reprimands, involving the same subject matter, within a 12 consecutive-month period,
- B. Suspension,
- C. Demotion for cause, and
- D. Dismissal.

Prior to discipline becoming effective, a written notice containing the reasons for the recommended discipline shall be transmitted to the employee within ninety (90) calendar days following the date the County became aware of the act that served as the basis for the County to discipline the employee.

Employees shall present their Appeal Form to the Human Resources Director within 15 calendar days from the date on which they became aware of or should have reasonably been aware of the incident giving rise to the Appeal.

The Personnel Policy Board shall hold a Hearing within 30 calendar days, insofar as a quorum can be established, in accordance with *Rule 1: General Provisions, Regulation 4: Personnel Policy Board Hearings*.

The decision of the Board shall be final. Either party shall have the right to appeal the decision of the Board as allowed by law.

Any time limitations provided under this Article may be waived or extended by mutual written agreement of the parties.

ARTICLE 18

FORMAL GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1 Informal Complaints. When employees feel dissatisfied with an aspect of employment over which they have no control and when they desire remedial action, they are encouraged to present the problem informally to their immediate supervisor. If not resolved at this level, employees can discuss the matter with their chain of command or file a grievance.

Employees shall be assured freedom from discrimination, coercion, restraint, or reprisal in presenting complaints.

This Article shall not suspend time limitations for the filing of a grievance or appeal.

SECTION 2 Grievance Procedure. Employees shall have an opportunity to formally address non-disciplinary issues arising out of the PRR, County policies, and/or collective bargaining agreements.

The Grievance Procedure set forth herein is designed to preserve harmony and friendly relations between the County and its employees. Furthermore, the Grievance Procedure provides a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or retaliation against those employees who submit, consider submitting, or are involved in a grievance procedure.

This Article shall not be used to change any portions of the Agreement or the PRR.

A grievance is defined to be any disagreement concerning the interpretation or application of the specific and expressed provisions or terms of County policies, collective bargaining agreements, or the PRR not relating to discipline.

Employees, or their representative, may withdraw a grievance at any time during this Grievance Procedure. Such withdrawal shall be indicated on the Grievance Form.

Any time limitations for this Article may be waived or extended in writing by mutual written agreement of the parties involved.

Employees choosing to file a grievance are to complete a Grievance Form. When filling out the form, the following information must be stated with reasonable clarity:

- A. Nature of the grievance,
- B. Act or acts of commission or omission,
- C. Date of the act or acts,

- D. Identity of the party or parties who claim to be aggrieved,
- E. Identity of the party or parties alleged to have caused the grievance,
- F. Specific provisions of the PRR, County policies, and collective bargaining agreements that are alleged to have been violated, and
- G. Remedy sought.

Grievances shall be processed in the following manner:

Step 1: Aggrieved employees shall present the Grievance Form to their Department Head within 15 calendar days from the date on which they became aware of or should reasonably have been aware of the incident giving rise to the grievance.

The Department Head shall address the nature of the grievance and note the specific reason for accepting or denying the grievance by writing their response on the Grievance Form. The Department Head will return the signed form to the aggrieved employee within 15 calendar days. The Department Head will forward a copy of the completed form to the Human Resources Department to be placed in the employee's civil service personnel file.

Step 2: If satisfactory settlement is not reached under Step 1, aggrieved employees, or their representative, or the Department Head shall submit the Grievance Form to the Human Resources Director for appeal to the Personnel Policy Board. This submission must occur within 15 calendar days from the date the employee receives the Department Head's response in accordance with Step 1.

The Board shall hold a Hearing on the matter within 30 calendar days, insofar as a quorum can be achieved, after receipt of the grievance by the Human Resources Director. Refer to *Rule 1: General Provisions, Regulation 4: Personnel Policy Board Hearings* for specific details.

The decision of the Board shall be final and binding on all parties; however, this does not prevent either party from pursuing further actions as allowed for by law.

SECTION 3 If a grievance is not appealed to the next step of the procedure within the applicable time limits and an extension has not been agreed to in advance, the grievance will be considered resolved on the basis of the last County response to the grievance and shall be considered ineligible for further appeal. If the County fails to respond to the grievance within the time limits prescribed in the grievance procedure, then the grievance shall be resolved in favor of the grievant for the relief sought in the grievance.

SECTION 4 When an employee elects to process a grievance without a union representative, as is his/her right, the union shall have the right to intervene and become a party to the proceedings. Any adjustment of grievance between the County and an employee not choosing to be represented or

assisted by the union must be consistent with the terms of this Collective Bargaining Agreement.

SECTION 5 No remedy shall exceed restoring to the employee the pay, benefits, or rights lost as a result of the violation of the contract, less any income earned from any other source including, but not limited to, workers compensation or any other employment.

SECTION 6 All correspondence/documentation relating to a grievance shall be kept confidential to the extent reasonably possible and consistent with the resolution of the grievance.

ARTICLE 19

SARPY COUNTY PERSONNEL POLICY BOARD

SECTION 1 The parties agree to the establishment of the Sarpy County Personnel Policy Board to be established for the purpose of reviewing and finally deciding employees' grievances, including grievances involving disciplinary action. The Personnel Policy Board shall consist of six members, two of which shall be appointed by the Sarpy County Commissioners, two of which shall be appointed by the elected department heads, and two members who shall be appointed by classified employees who are covered by the county personnel system.

The Personnel Policy Board shall have the authority to establish rules and regulations regarding its procedures which are not inconsistent with the terms and conditions of this Agreement.

ARTICLE 20

DRUG TESTING POLICY

The County will follow and hold employees accountable to all State and Federal guidelines for the CDL Drug/Alcohol Testing Policy. See Sarpy County Personnel Rules and Regulations for Drug Free Workplace and Drug Enforcement policies.

SECTION 4 – EMPLOYMENT BENEFITS

ARTICLE 21 - LEAVE TIME

HOLIDAYS

SECTION 1 In addition to any other days that may be designated by the employer, the following are paid holidays for all employees:

- | | |
|--------------------------------|--------------------------------------|
| 1. New Years' Day | January 1 |
| 2. Martin Luther King Day | 3 rd Monday in January |
| 3. President's Day | 3 rd Monday in February |
| 4. Memorial Day | Last Monday in May |
| 5. Independence Day | July 4 |
| 6. Labor Day | First Monday in September |
| 7. Columbus Day | Second Monday in October |
| 8. Veteran's Day | November 11 |
| 9. Thanksgiving Day | 4 th Thursday in November |
| 10. Day after Thanksgiving Day | 4 th Friday in November |
| 11. Christmas Day | December 25 |
| 12. Floating Holiday | |

SECTION 2 All employees shall be compensated at their normal rate of pay for each holiday. If the employee is required to work any of the aforementioned holidays or the day observed as that holiday, the employee shall be paid one and one-half (1 ½) times the hourly rate of pay for each hour worked in addition to the holiday pay.

SECTION 3 When a holiday occurs during an employee's regularly scheduled day off or during such employee's vacation, the employee at his/her option shall receive either pay or extended leave time.

SECTION 4 A holiday, for time worked, shall be defined as twenty-four (24) hours, commencing at 12:00 a.m. midnight and ending the following 12:00 a.m. midnight.

SECTION 5 One (1) floating holiday shall be provided to each employee per calendar year upon their request. The requested day shall not unreasonably be denied by the employee's supervisor. Should the employee not be allowed to take a requested floating holiday prior to December 31st, they shall be paid for eight (8) hours holiday pay at one and one-half (1 ½) times his/her regular rate. The employee must request the floating holiday during the calendar year. It cannot be carried over from one calendar year to the next.

ARTICLE 22

VACATION

SECTION 1 The Employer shall compensate full time Employees with up to 360 hours of vacation time computed as follows:

0-5 years	88 hours vacation	3.385hrs/pay period
6-9 years	128 hours vacation	4.923hrs/pay period
10 years	136 hours vacation	5.230hrs/pay period
11 years	144 hours vacation	5.538hrs/pay period
12 years	152 hours vacation	5.846hrs/pay period
13 years	160 hours vacation	6.153hrs/pay period
14 years	168 hours vacation	6.461hrs/pay period
15-19 years	176 hours vacation	6.769hrs/pay period
20-24 years	188 hours vacation	7.231hrs/pay period
25-29 years	196 hours vacation	7.538hrs/pay period
30 or more years	204 hours vacation	7.846hrs/pay period

Vacation may be taken at any time during the year with the consent of the Department Head, which consent shall not be unreasonably withheld.

SECTION 2 Vacation may be taken at a minimum of one half (1/2) hour and a maximum of the total vacation accumulated.

SECTION 3 Employees may only accumulate a maximum of 360 hours of vacation leave. If the maximum is reached, there will be no additional accrual of vacation leave until the employee's balance drops below the maximum.

SECTION 4 Any employee who has resigned or has been separated or dismissed shall be entitled to and shall receive all accrued vacation leave computed on the basis of the compensation plan in effect on the last day of employment.

SECTION 5 Upon successful completion of the six (6) month probationary period, a new employee shall be eligible to use any accrued vacation leave with the approval of his/her supervisor.

SECTION 6 Employees on an unpaid non-FMLA leave of absence will not earn vacation benefits until they return to service.

ARTICLE 23

SICK LEAVE

Definition The purpose of sick leave is to provide a benefit to those eligible County employees who are unable to attend work due to short term illness or injury. It may also be used in conjunction with a long term medical leave of absence to provide some measure of income protection for extended illness or disabilities.

Sick leave will be considered for a bona fide illness or injury for reasons other than illness or injury arising out of and in the course of County employment.

Accrual and Accumulation

1. Full-time employees will accrue sick pay benefits at a rate of 4.924 hours per payroll period (128 hours per year – 16 days per year).
2. Nine-hundred and sixty (960) hours of sick leave may be accumulated.

Sick leave shall not be accrued by emergency, seasonal, or temporary employees.

General Procedure

Sick leave will be considered for a non-work related, bona-fide illness or injury. An "ABSENCE FROM OFFICE SLIP" will need to be completed for any time being utilized. Employees will be entitled to utilize sick leave for treatment of drug or alcohol addiction, injury, pregnancy or sickness which renders an employee incapable of performing his or her required job duties, for medical and dental care or for exposure to contagious disease under circumstances in which the health of other employees or the public would be endangered by the employees attendance on duty. Employees may utilize their sick time in order to keep medical or dental appointments.

Employees may utilize their sick time for the illness of his or her immediate family (Spouse, child(ren), mother/father, or spouse's parents) where the employees attendance is required. Only forty (40) hours per fiscal year of the employee's sick time may be used for immediate family members as defined by FMLA living outside the home.

Sick leave may be used at a minimum of one half (1/2) hour increments. Sick leave will not be granted if the employee is absent due to a disability arising out of and in the course of their employment as governed by the provisions of Workmen's Compensation Laws. SEE WORKER'S COMP. POLICY.

When unable to report to work, the employee must notify his/her immediate supervisor as early as possible, except in an obvious emergency. During

absence due to non-FMLA illness, the employee must notify his/her supervisor daily of their progress and expected date of return.

Sick pay will be paid only for approved absences and for time when the employee would normally be scheduled for work.

Employees on non-FMLA sick leave in excess of three (3) consecutive work days must submit a physician's certificate in order to receive sick pay, unless waived by the Department Head or elected official. The cost, if any, of the certificate shall be paid by the employee. For a lesser period of absence, the Department Head or elected official may at his or her discretion require evidence of illness from a physician for other reasons, as defined by this section. If the Department Head or elected official requires an employee to produce evidence from a physician for a period of absence of less than three (3) consecutive days and that employee chooses to grieve the employer's action to the Sarpy County Personnel Board, it shall be the Department Head's burden to demonstrate sufficient justification or other such rationale for requiring such evidence from a physician.

Sick leave shall not be used as vacation leave. Upon written request, vacation pay may be used to continue compensation during non-FMLA illness when all sick pay has been exhausted. For FMLA illness, once sick leave is exhausted, vacation leave must be used to cover absences.

SECTION 1 For employees with less than ten (10) years of service upon separation of service (except for dismissal for disciplinary cause), such employee shall be paid one-fourth ($\frac{1}{4}$) of his or her accumulated sick leave up to a maximum of two hundred eight (208) hours.

For employees with ten (10) or more years of service upon separation of service (except for dismissal for disciplinary cause), an employee shall be paid one-half ($\frac{1}{2}$) of his/her accumulated sick leave up to a maximum of four hundred sixteen (416) hours.

Under either case, such amounts shall be paid at the rate of payment based upon the employee's regular rate of pay at the time of separation.

SECTION 2 Any employee, at his/her option, who has accumulated eight hundred (800) hours of sick leave may convert each two (2) hours of sick leave, up to a maximum of one hundred sixty (160) hours of sick leave to one (1) hour of vacation or regular pay. Such conversion shall only be allowed one (1) time per contract year.

ARTICLE 24

ADDITIONAL LEAVE (Funeral, Court/Jury, Military)

SECTION 1 Funeral Leave – Funeral leave up to five (5) days will be granted to employees for the attendance at the funeral of the following current family member group: spouse, parent, sibling or child related by blood, marriage or adoption.

Funeral leave of up to four (4) days will be granted to employees for the attendance at the funeral of the following current family member group: grandparent, grandchildren, parent-in-law, son-in-law or daughter-in-law.

Funeral leave of one (1) day will be granted to employees for the attendance at the funeral of the following current family member group: aunt, uncle, nieces, nephews and the following in-laws; grandparent, sister or brother.

In addition, at the discretion of the Department Head, one (1) additional day of funeral leave may be granted for those relatives in the third group.

Further, in addition, the Department Head may grant one (1) additional day if travel of more than three hundred (300) miles one way to the funeral or memorial service site is involved.

If an employee wishes to attend the funeral of a relative not listed above, the employee should request use of vacation and/or compensatory time.

SECTION 2 Court/Jury Duty or Election Service – When an employee is summoned for jury duty by a court of competent jurisdiction or for election board duty and that employee's attendance at such is required during his regularly scheduled duty shift with the employer, he shall receive his regular pay from the employer during such service. The employee may also be required to furnish proof of said service. The employees shall be required to turn over to the employer any compensation received for such jury duty or election service. Employees that serve in Sarpy County shall sign a waiver of payment for jury duty or election service. Employees that have been released from jury duty while their normal workday has not been completed should return to work and notify their supervisor that they are available for work.

If the jury or election duty occurs outside an employees' normal work schedule, they are entitled to compensation received for jury or election duty and normal compensation if normal shift is worked or to receive their normal compensation for their regularly scheduled shift that is missed, they must turn over their payment for jury or election duty.

SECTION 3 See details on Military Leave and Family Medical Leave in the Personnel Rules and Regulations.

ARTICLE 25

INSURANCE

- SECTION 1 All employees working a minimum of thirty (30) hours a week may participate in the County's health insurance program by meeting the established requirements as determined by the County. The employer shall pay eighty-three percent (83%) of the monthly premium for employee/spouse, employee/family and employee/children coverage and pay ninety percent (90%) of the monthly premium for single coverage.
- SECTION 2 All employees working a minimum of thirty (30) hours a week may participate in the County's dental insurance program by meeting the established requirements as determined by the County. The employee portion of the monthly premium shall be nineteen dollars (\$19) for family coverage and there will be no charge for single coverage. The employer shall pay the remaining amount of the premium.
- SECTION 3 The County shall provide fully paid term-life insurance coverage, in the minimum amount of thirty thousand dollars (\$30,000.00), for each employee working a minimum of thirty (30) hours a week.
- SECTION 4 The County shall provide fully paid long-term disability insurance coverage for each employee who works a minimum of thirty (30) hours a week and has completed one (1) year continuous service.
- SECTION 5 In the event it becomes necessary to change insurance carriers or coverage, the County and the Union representatives shall meet to discuss alternative ways to maintain the level of benefits substantially equal to what is currently in effect. The County Board maintains the right to change insurance carriers and/or coverage. The County will notify the Union of their meetings regarding insurance prior to making any changes.
- SECTION 6 Employees who retire with a minimum of fifteen (15) years of service and are at least sixty-two (62) years of age, until reaching his/her sixty-fifth (65th) birthday, may continue in the County's primary health insurance program and receive insurance coverage as provided for retirees.

Eligible employees must be enrolled in the County's health Insurance program prior to retirement. The County will pay 75% of the premium for those electing single coverage, 65% of the premium for those electing employee/spouse and 50% of the premium for family coverage.

ARTICLE 26

EDUCATIONAL REIMBURSEMENT

SECTION 1 All full-time, non-probationary employees shall receive education reimbursement of job related courses at 90% of the cost of tuition, books and fees up to a maximum of \$2,000 per fiscal year if the employee successfully completes the course with a grade "C" or above from an accredited college, university, community college, or trade school.

Notwithstanding the above, the other provisions of the Sarpy County Personnel Rules and Regulations regarding educational reimbursement apply.

ARTICLE 27

DURATION OF AGREEMENT AND REOPENER

SECTION 1 This Agreement shall take effect upon the ratification of the membership of the Nebraska Public Employees, Local 251, and the Sarpy County Board and shall remain in effect from and after July 1, 2015 through June 30, 2018 and thereafter for successive one year periods, unless one of parties thereto on or before May 1, 2018 shall notify the other party thereto in writing of its desire to modify same. Written notification shall be accomplished by written notice to the President of Nebraska Public Employees, Local 251, and the Sarpy County Administrator.

IN WITNESS WHEREOF the parties hereto have set their hand this 21st day of July, 2015.


Nebraska Public Employees Local 251


Sarpy County Board Chair

This contract is approved as to form and content.

BY Muade O'Kafe
Deputy County Attorney


BY [Signature]
County Clerk

Exhibit A: Position Titles/Classifications

Job Class
Building Technician
Building Mechanic I
Building Maint. Repair II
Building Maint. Repair I
Construction Inspector
Survey Tech I
Inventory Technician
Lead Operator
Heavy Equip Oper III
Heavy Equip Oper II
Heavy Equip Oper I
Skilled Laborer

Job Class
Laborer
Lead Custodian
Custodian
Lead Mechanic
Diesel Mechanic
Auto Mechanic II
Auto Mechanic I
Gatekeeper
Admin Asst III
Admin Asst II
Admin Asst I
Clerk Typist III

Exhibit B: Wage/Salary Schedule

Job Title	Adj	Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Building Technician		2014-2015	\$17.53	\$18.92	\$20.31	\$21.70	\$23.10	\$24.49
	2.00%	2015-2016	\$17.88	\$19.30	\$20.72	\$22.13	\$23.56	\$24.98
	2.00%	2016-2017	\$18.24	\$19.68	\$21.13	\$22.58	\$24.03	\$25.48
	2.00%	2017-2018	\$18.60	\$20.08	\$21.55	\$23.03	\$24.51	\$25.99
Building Mechanic I		2014-2015	\$16.46	\$17.64	\$18.82	\$19.99	\$21.17	\$22.35
	2.00%	2015-2016	\$16.79	\$17.99	\$19.20	\$20.39	\$21.59	\$22.80
	2.00%	2016-2017	\$17.12	\$18.35	\$19.58	\$20.80	\$22.03	\$23.25
	2.00%	2017-2018	\$17.47	\$18.72	\$19.97	\$21.21	\$22.47	\$23.72
Building Maintenance Repair II		2014-2015	\$16.34	\$17.11	\$17.89	\$18.67	\$19.44	\$20.22
	2.00%	2015-2016	\$16.67	\$17.45	\$18.25	\$19.04	\$19.83	\$20.62
	2.00%	2016-2017	\$17.00	\$17.80	\$18.61	\$19.42	\$20.23	\$21.04
	2.00%	2017-2018	\$17.34	\$18.16	\$18.99	\$19.81	\$20.63	\$21.46
Building Maintenance Repair I		2014-2015	\$14.51	\$15.20	\$15.89	\$16.59	\$17.28	\$17.97
	2.00%	2015-2016	\$14.80	\$15.50	\$16.21	\$16.92	\$17.63	\$18.33
	2.00%	2016-2017	\$15.10	\$15.81	\$16.53	\$17.26	\$17.98	\$18.70
	2.00%	2017-2018	\$15.40	\$16.13	\$16.86	\$17.61	\$18.34	\$19.07
Construction Inspector		2014-2015	\$17.36	\$18.57	\$19.81	\$21.05	\$22.29	\$23.53
	2.00%	2015-2016	\$17.71	\$18.94	\$20.21	\$21.47	\$22.74	\$24.00
	2.00%	2016-2017	\$18.06	\$19.32	\$20.61	\$21.90	\$23.19	\$24.48
	2.00%	2017-2018	\$18.42	\$19.71	\$21.02	\$22.34	\$23.65	\$24.97
Survey Tech I		2014-2015	\$16.38	\$17.55	\$18.73	\$19.90	\$21.07	\$22.25
	2.00%	2015-2016	\$16.71	\$17.90	\$19.10	\$20.30	\$21.49	\$22.70
	2.00%	2016-2017	\$17.04	\$18.26	\$19.49	\$20.70	\$21.92	\$23.15
	2.00%	2017-2018	\$17.38	\$18.62	\$19.88	\$21.12	\$22.36	\$23.61
Public Works Specialist		2014-2015	\$16.38	\$17.55	\$18.73	\$19.90	\$21.07	\$22.25
	2.00%	2015-2016	\$16.71	\$17.90	\$19.10	\$20.30	\$21.49	\$22.70
	2.00%	2016-2017	\$17.04	\$18.26	\$19.49	\$20.70	\$21.92	\$23.15
	2.00%	2017-2018	\$17.38	\$18.62	\$19.88	\$21.12	\$22.36	\$23.61
Inventory Technician		2014-2015	\$19.29	\$19.72	\$20.15	\$20.59	\$21.02	\$21.46
	2.00%	2015-2016	\$19.68	\$20.11	\$20.55	\$21.00	\$21.44	\$21.89
	2.00%	2016-2017	\$20.07	\$20.52	\$20.96	\$21.42	\$21.87	\$22.33
	2.00%	2017-2018	\$20.47	\$20.93	\$21.38	\$21.85	\$22.31	\$22.77
Lead Operator		2014-2015	\$23.67	\$24.29	\$24.89	\$25.48	\$26.07	\$26.66
	2.00%	2015-2016	\$24.14	\$24.78	\$25.39	\$25.99	\$26.59	\$27.19
	2.00%	2016-2017	\$24.63	\$25.27	\$25.90	\$26.51	\$27.12	\$27.74
	2.00%	2017-2018	\$25.12	\$25.78	\$26.41	\$27.04	\$27.67	\$28.29
Heavy Equipment Operator III		2014-2015	\$21.24	\$21.77	\$22.29	\$22.82	\$23.34	\$23.86
	2.00%	2015-2016	\$21.66	\$22.21	\$22.74	\$23.28	\$23.81	\$24.34
	2.00%	2016-2017	\$22.10	\$22.65	\$23.19	\$23.74	\$24.28	\$24.82
	2.00%	2017-2018	\$22.54	\$23.10	\$23.65	\$24.22	\$24.77	\$25.32
Heavy Equipment Operator II		2014-2015	\$19.66	\$20.21	\$20.77	\$21.33	\$21.88	\$22.44
	2.00%	2015-2016	\$20.05	\$20.61	\$21.19	\$21.76	\$22.32	\$22.89
	2.00%	2016-2017	\$20.45	\$21.03	\$21.61	\$22.19	\$22.76	\$23.35
	2.00%	2017-2018	\$20.86	\$21.45	\$22.04	\$22.64	\$23.22	\$23.81
Heavy Equipment Operator I		2014-2015	\$19.29	\$19.72	\$20.15	\$20.59	\$21.02	\$21.46
	2.00%	2015-2016	\$19.68	\$20.11	\$20.55	\$21.00	\$21.44	\$21.89
	2.00%	2016-2017	\$20.07	\$20.52	\$20.96	\$21.42	\$21.87	\$22.33
	2.00%	2017-2018	\$20.47	\$20.93	\$21.38	\$21.85	\$22.31	\$22.77

Exhibit B: Wage/Salary Schedule (cont.)

Skilled Laborer		2014-2015	\$17.25	\$17.81	\$18.37	\$18.93	\$19.49	\$20.05
	2.00%	2015-2016	\$17.60	\$18.17	\$18.74	\$19.31	\$19.88	\$20.45
	2.00%	2016-2017	\$17.95	\$18.53	\$19.11	\$19.69	\$20.28	\$20.86
	2.00%	2017-2018	\$18.31	\$18.90	\$19.49	\$20.09	\$20.68	\$21.28
Laborer		2014-2015	\$15.83	\$16.34	\$16.85	\$17.33	\$17.88	\$18.39
	2.00%	2015-2016	\$16.15	\$16.67	\$17.19	\$17.68	\$18.24	\$18.76
	2.00%	2016-2017	\$16.47	\$17.00	\$17.53	\$18.03	\$18.60	\$19.13
	2.00%	2017-2018	\$16.80	\$17.34	\$17.88	\$18.39	\$18.97	\$19.52
Lead Custodian		2014-2015	\$13.66	\$14.39	\$15.13	\$15.86	\$16.59	\$17.32
	2.00%	2015-2016	\$13.93	\$14.68	\$15.43	\$16.18	\$16.92	\$17.67
	2.00%	2016-2017	\$14.21	\$14.97	\$15.74	\$16.50	\$17.26	\$18.02
	2.00%	2017-2018	\$14.50	\$15.27	\$16.06	\$16.83	\$17.61	\$18.38
Custodian		2014-2015	\$12.75	\$13.43	\$14.11	\$14.79	\$15.48	\$16.16
	2.00%	2015-2016	\$13.01	\$13.70	\$14.39	\$15.09	\$15.79	\$16.48
	2.00%	2016-2017	\$13.27	\$13.97	\$14.68	\$15.39	\$16.11	\$16.81
	2.00%	2017-2018	\$13.53	\$14.25	\$14.97	\$15.70	\$16.43	\$17.15
Lead Mechanic		2014-2015	\$23.67	\$24.29	\$24.89	\$25.48	\$26.07	\$26.66
	2.00%	2015-2016	\$24.14	\$24.78	\$25.39	\$25.99	\$26.59	\$27.19
	2.00%	2016-2017	\$24.63	\$25.27	\$25.90	\$26.51	\$27.12	\$27.74
	2.00%	2017-2018	\$25.12	\$25.78	\$26.41	\$27.04	\$27.67	\$28.29
Diesel Mechanic		2014-2015	\$20.71	\$21.49	\$22.27	\$23.05	\$23.82	\$24.60
	2.00%	2015-2016	\$21.12	\$21.92	\$22.72	\$23.51	\$24.30	\$25.09
	2.00%	2016-2017	\$21.55	\$22.36	\$23.17	\$23.98	\$24.78	\$25.59
	2.00%	2017-2018	\$21.98	\$22.81	\$23.63	\$24.46	\$25.28	\$26.11
Auto Mechanic II		2014-2015	\$19.52	\$20.25	\$20.98	\$21.71	\$22.44	\$23.18
	2.00%	2015-2016	\$19.91	\$20.66	\$21.40	\$22.14	\$22.89	\$23.64
	2.00%	2016-2017	\$20.31	\$21.07	\$21.83	\$22.59	\$23.35	\$24.12
	2.00%	2017-2018	\$20.71	\$21.49	\$22.26	\$23.04	\$23.81	\$24.60
Auto Mechanic I		2014-2015	\$18.55	\$19.24	\$19.94	\$20.63	\$21.32	\$22.02
	2.00%	2015-2016	\$18.92	\$19.62	\$20.34	\$21.04	\$21.75	\$22.46
	2.00%	2016-2017	\$19.30	\$20.02	\$20.75	\$21.46	\$22.18	\$22.91
	2.00%	2017-2018	\$19.69	\$20.42	\$21.16	\$21.89	\$22.62	\$23.37
Gatekeeper		2014-2015	\$15.83	\$16.34	\$16.85	\$17.33	\$17.88	\$18.39
	2.00%	2015-2016	\$16.15	\$16.67	\$17.19	\$17.68	\$18.24	\$18.76
	2.00%	2016-2017	\$16.47	\$17.00	\$17.53	\$18.03	\$18.60	\$19.13
	2.00%	2017-2018	\$16.80	\$17.34	\$17.88	\$18.39	\$18.97	\$19.52
Administrative Assistant III		2014-2015	\$16.54	\$17.70	\$18.86	\$20.01	\$21.17	\$22.33
	2.00%	2015-2016	\$16.87	\$18.05	\$19.24	\$20.41	\$21.59	\$22.78
	2.00%	2016-2017	\$17.21	\$18.42	\$19.62	\$20.82	\$22.03	\$23.23
	2.00%	2017-2018	\$17.55	\$18.78	\$20.01	\$21.23	\$22.47	\$23.70
Administrative Assistant II		2014-2015	\$15.54	\$16.27	\$17.35	\$18.43	\$19.50	\$20.58
	2.00%	2015-2016	\$15.85	\$16.60	\$17.70	\$18.80	\$19.89	\$20.99
	2.00%	2016-2017	\$16.17	\$16.93	\$18.05	\$19.17	\$20.29	\$21.41
	2.00%	2017-2018	\$16.49	\$17.27	\$18.41	\$19.56	\$20.69	\$21.84
Administrative Assistant I		2014-2015	\$15.20	\$16.15	\$16.75	\$17.38	\$17.96	\$18.57
	2.00%	2015-2016	\$14.36	\$15.38	\$16.40	\$17.41	\$18.43	\$19.45
	2.00%	2016-2017	\$14.65	\$15.69	\$16.72	\$17.76	\$18.80	\$19.83
	2.00%	2017-2018	\$14.94	\$16.00	\$17.06	\$18.12	\$19.17	\$20.23

Exhibit C: Seniority List as of July 1, 2015

Union	Payroll Name	Home Dept	Job Title	Hire Date	Years of Service
AFSCME	Vargas, Larry H	Landfill	Hvy.Equip.Oper.II	08/13/1975	39 year, 10 months
AFSCME	Brazeal, Daniel	Public Works	Hvy.Equip.Oper.III	10/17/1975	39 year, 8 months
AFSCME	Krzycki, Keith E	Public Works	Hvy.Equip.Oper.III	06/20/1983	32 year, 0 month
AFSCME	Meisinger, David L	Public Works	Hvy.Equip.Oper.II	11/01/1984	30 year, 8 months
AFSCME	Fornoff, Ray W	Public Works	Hvy.Equip.Oper.II	12/14/1987	27 year, 6 months
AFSCME	Callahan, James M	Public Works	Hvy.Equip.Oper.I	04/10/1989	26 year, 2 months
AFSCME	Burbee, Robert	Fleet Services	Auto.Mech.II	05/01/1989	26 year, 2 months
AFSCME	Pribyl, S Mike	Landfill	Hvy.Equip.Oper.I	04/19/1993	22 year, 2 months
AFSCME	Lang, Michael R	Public Works	Survey.Tech.I	04/26/1993	22 year, 2 months
AFSCME	Giese, Robert H	Public Works	Hvy.Equip.Oper.III	05/03/1993	22 year, 2 months
AFSCME	Shook, Judith A	Public Works	Admin.Asst.II	09/27/1993	21 year, 9 months
AFSCME	Krapp, Chris C	Public Works	Hvy.Equip.Oper.III	01/02/1995	20 year, 6 months
AFSCME	Masonbrink, David	Fleet Services	Inventory.Tech	07/01/1996	19 year, 0 month
AFSCME	Heisner, Jeffrey A	Fleet Services	Diesel.Mech	03/31/1997	18 year, 3 months
AFSCME	Bazar, Timothy J	Public Works	Hvy.Equip.Oper.II	12/07/1998	16 year, 6 months
AFSCME	Tex Jr, Ronald D	Public Works	Hvy.Equip.Oper.III	09/20/1999	15 year, 9 months
AFSCME	Twiford, Terry L	Public Works	Public Works Specialist	09/27/1999	15 year, 9 months
AFSCME	Haynie, Kenneth J	Public Works	Hvy.Equip.Oper.II	11/15/1999	15 year, 7 months
AFSCME	Heisner, Brian T	Public Works	Hvy.Equip.Oper.I	03/14/2000	15 year, 3 months
AFSCME	Bryant, Travis J	Public Works	Hvy.Equip.Oper.I	10/23/2000	14 year, 8 months
AFSCME	Gloe, Todd A	Public Works	Hvy.Equip.Oper.III	04/30/2001	14 year, 2 months
AFSCME	Brauckmuller, Thomas E	Public Works	Hvy Eq Op III/Crane Operator	05/29/2001	14 year, 1 month
AFSCME	Larsen, Ronald R	Facilities Mgmt	Build.Maint.Repair.II	09/24/2001	13 year, 9 months
AFSCME	Bryant, Nicholas L	Public Works	Hvy.Equip.Oper.II	09/23/2002	12 year, 9 months
AFSCME	Martin, James E	Public Works	Operator II/Welder	11/18/2002	12 year, 7 months
AFSCME	Davis, Kristi	Sheriff - Admin/maint	Custodian	01/20/2004	11 year, 5 months
AFSCME	Inserra III, Sam	Public Works	Hvy.Equip.Oper.II	09/26/2005	9 year, 9 months
AFSCME	Adams, Don A	Public Works	Hvy.Equip.Oper.I	12/12/2005	9 year, 6 months
AFSCME	Swanson, Linda R	Fleet Services	Fleet Services Admin Assist	03/14/2006	9 year, 3 months
AFSCME	Becker, Brian L	Public Works	Construction.Inspect	07/10/2006	8 year, 11 months
AFSCME	Bergquist, Nora R	Jjc Maintenance	Custodian	07/17/2006	8 year, 11 months
AFSCME	McEnamey, Dennis A	Facilities Mgmt	Building Technician	09/05/2006	8 year, 10 months
AFSCME	McLaughlin, Jeremy D	Public Works	Hvy.Equip.Oper.II	09/18/2006	8 year, 9 months
AFSCME	Mimick, Paul A	Landfill	Hvy.Equip.Oper.II	10/09/2006	8 year, 8 months
AFSCME	Penke, Jason R	Public Works	Hvy.Equip.Oper.I	03/19/2007	8 year, 3 months
AFSCME	McCoy, Eric J	Public Works	Hvy.Equip.Oper.I	03/22/2007	8 year, 3 months
AFSCME	Mitchell, Christopher A.	Facilities Mgmt	Build.Maint.Repair.II	10/09/2007	7 year, 8 months
AFSCME	Haack, Russell L.	Fleet Services	Lead Mechanic	03/17/2008	7 year, 3 months
AFSCME	Hoth, Larry H.	Sheriff - Admin/maint	Building Technician	05/27/2008	7 year, 1 month
AFSCME	Koffi, Edoh	Jail Maintenance	Custodian	07/14/2008	6 year, 11 months
AFSCME	Ruffcorn, Russell D.	Facilities Mgmt	Custodian	10/06/2008	6 year, 9 months
AFSCME	Hartman Jr., Fred B.	Public Works	Hvy.Equip.Oper.II	11/10/2008	6 year, 7 months
AFSCME	Burbee, Jason R.	Public Works	Hvy.Equip.Oper.I	11/17/2008	6 year, 7 months
AFSCME	Haywood, Eva L.	Facilities Mgmt	Admin.Asst.II	05/18/2009	6 year, 1 month
AFSCME	Grunke Jr., William S	Landfill	Laborer	06/08/2009	6 year, 0 month
AFSCME	Eggert, Christopher A.	Facilities Mgmt	Building Technician	07/20/2009	5 year, 11 months
AFSCME	Braesch III, Bill H.	Public Works	Hvy.Equip.Oper.I	11/23/2009	5 year, 7 months
AFSCME	Knight, Stuart D.	Landfill	Hvy.Equip.Oper.I	01/05/2010	5 year, 6 months
AFSCME	Coultas, Harry D.	Jail Maintenance	Building Technician	04/12/2010	5 year, 2 months
AFSCME	Horst, Andrew M.	Facilities Mgmt	Building Technician	09/13/2010	4 year, 9 months
AFSCME	Sueper, Scott A	Landfill	Gatekeeper	09/26/2011	3 year, 9 months
AFSCME	Oliver, Kevin P	Public Works	Hvy.Equip.Oper.I	01/23/2012	3 year, 5 months
AFSCME	Acers, Ronald J	Facilities Mgmt	Custodian	05/04/2012	3 year, 2 months
AFSCME	Shimerdla, Scott J	Facilities Mgmt	Custodian	03/18/2013	2 year, 3 months
AFSCME	Hagan, Keith M	Landfill	Hvy.Equip.Oper.I	04/27/2013	2 year, 2 months
AFSCME	Krapp, Tyler J	Public Works	Skilled Laborer	07/08/2013	1 year, 11 months
AFSCME	Mahoney, Cody A	Fleet Services	Diesel Mech/Fabrication/Welder	08/05/2013	1 year, 11 months
AFSCME	Caniglia, Jason A	Facilities Mgmt	Custodian	08/27/2013	1 year, 10 months
AFSCME	Simpson, Jeffrey W	Landfill	Hvy.Equip.Oper.II	10/05/2013	1 year, 9 months
AFSCME	Krapp, Chad R	Public Works	Hvy.Equip.Oper.I	11/25/2013	1 year, 7 months
AFSCME	Simonson, John D.	Jail Maintenance	Building Technician	09/29/2014	0 year, 9 months
AFSCME	Cox, Jeffrey W	Fleet Services	Auto.Mech.II	10/14/2014	0 year, 8 months
AFSCME	Lutz, Clinton D.	Fleet Services	Diesel.Mech	12/15/2014	0 year, 6 months
AFSCME	Erickson, Adam J	Facilities Mgmt	Custodian	03/31/2015	0 year, 3 months
AFSCME	Flaherty, Cynthia J	Facilities Mgmt	Custodian	05/13/2015	0 year, 1 month

NEBRASKA PUBLIC EMPLOYEES

LOCAL 251

July 1, 20154 – June 30, 20185
(OneThree Year Contract)

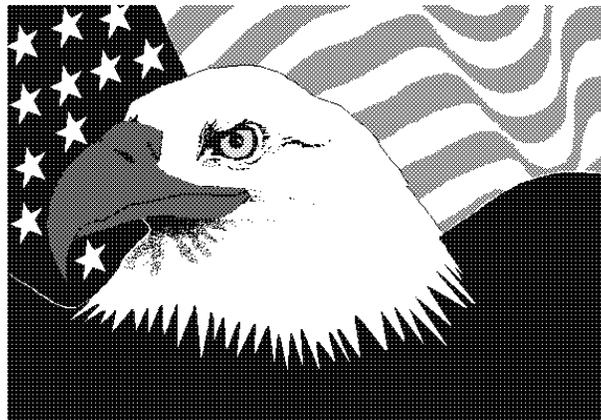


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SECTION 1 – INTRODUCTION

PREAMBLE

This Agreement, by and between Nebraska Public Employees, Local 251, American Federation of State, County and Municipal Employees, AFL-CIO, hereafter referred to as the “Union” and Sarpy County, Nebraska, hereafter referred to as the County, is designed to promote and strive to maintain a working relationship between the Union and the County.

Several items not addressed in this contract are addressed in the Sarpy County Personnel Rules and Regulations (PRR)olicies and Procedures Manual and should be used accordingly. ~~The following is an example of items that can be found in that Manual:~~

~~Cellular Phone Policy
College Savings Plan
County Employment Process
Courthouse Closing – Weather/Emergency
Disability Policy
Drug Free Workplace
Electronic Communications
Employee Conduct
Employees Assistance Program
Equal Opportunity Policy Statement
Harassment
Illness Leave Donation Policy
Military Leave
Nepotism
No Smoking
Personal Business
Personnel & Public Records
Political Activity
Purchasing County Surplus Property
Secondary Employment
Travel Policy
Vehicles – Use of County Vehicles
Veteran’s Preference
Whistle Blower’s Policy~~

ARTICLE 1

DEFINITIONS

For the purpose of this Agreement, the following words, terms and phrases shall be construed in accordance with the definitions assigned to them unless the context in which the same shall be used would otherwise necessarily require a different definition:

1. DEPARTMENT, for the purposes of this Agreement, shall encompass the entire job responsibility for the elected or appointed official.
2. EMPLOYEE shall mean the employee for Sarpy County covered by the Collective Bargaining Agreement.
3. DEPARTMENT HEAD shall mean the elected/appointed official to include the Department Heads listed in Article 3.
4. PERSONNEL ~~RULES AND REGULATIONS (PRR) AND PROCEDURAL MANUAL~~ shall mean the Sarpy County Personnel Rules and Regulations Policies and Procedures Manual approved by the Sarpy County Board of Commissioners, ~~on August 13, 2002 and as revised from time to time.~~
5. LOCAL 251 shall mean Nebraska Public Employees, Local 251.
6. Unless otherwise stipulated elsewhere in this Collective Bargaining Agreement, all references to “days” shall be defined as working days.
7. EMPLOYER shall mean Sarpy County.
8. Any reference to “him” or “his” shall also be meant to include “her” or “hers”.
9. Full-time employee – An employee who has completed the introductory period and is regularly scheduled to work eighty (80) hours in a two week period, excluding overtime hours. For the purposes of “benefits” 30+ hours will be used for full-time hours but benefits may be prorated to match number of hours worked.
10. Part-time employee – An employee who works less than thirty (30) hours per workweek. A part-time employee may be allowed to work up to one thousand five hundred eight hours (1,508) in a fiscal year. Full-time employees must be offered overtime first but part-time may be used when needed.
11. Seasonal employee – An employee who is hired to work for a specific time period during a fiscal year not to exceed one hundred and eighty (180) days. Seasonal employees may be eligible for overtime when assigned. Seasonal employees are not eligible for County benefits.

ARTICLE 2

MANAGEMENT RIGHTS

SECTION 1 Except where limited by expressed provision elsewhere in this Agreement, nothing in this Agreement shall be construed to restrict, limit, or impair, the rights, powers and the authority of the Employer as granted to it under the laws of the State of Nebraska.

SECTION 2 The Union acknowledges the concept of inherent management rights. 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 and work shifts so long as changes in day off, shifts and working hours, other than in emergencies, which shall include but not be limited to unplanned absences made only after the order for such change has been posted for seven (7) calendar days.
- 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 and the right to suspend, demote, discharge or take other disciplinary action against employees, for just cause, and to relieve employees from duties due to lack of work or funds.
- F. The right to increase, reduce, change, modify and otherwise alter the composition and size of the work force.
- G. The right to create, establish, change, modify and discontinue any County function, operation, or department.
- H. The right to adopt, modify, change, enforce or discontinue existing rules, regulations, procedures and policies not in direct conflict with any provision of this Agreement.

ARTICLE 3

UNION RECOGNITION

The Employer recognizes the Nebraska Public Employees, Local 251 (herein referred to as Union) as the sole and exclusive collective bargaining representative for the unit of employees as certified by the Commission of Industrial Relations, Case Number 810, Docket Number 275, excluding part-time employees and those classifications which are mutually agreed to are no longer part of this bargaining unit.

The unit of employees is from the following County departments and does not include any management/exempt (salaried) classifications, as defined by the Employer or any previously not-recognized classifications:

- Facilities Management
- ~~Building & Planning~~
- ~~CASA~~
- ~~Pre-Trial Release/Community Service~~
- Fleet Services
- Public Works
- ~~Human Services Office~~
- Landfill
- ~~Purchasing~~

ARTICLE 4

CHECK-OFF

- SECTION 1 The County Payroll Department shall deduct regular monthly UNION dues and assessments from the pay of each employee who has executed a written check-off form in accordance with the terms and provision of such check-off form.
- SECTION 2 Such deductions shall be made from the first and second payroll period of each calendar month and will be remitted within ten (10) calendar days to the designated UNION office.
- SECTION 3 If in accordance with the terms and provisions of the check-off form, an employee properly revokes such check-off authorization, it shall not become effective until the first payroll period of the succeeding calendar month.
- SECTION 4 At the time of execution of the Agreement, the UNION shall advise the County Payroll Department, in writing, of the exact amount of regular monthly UNION dues. If, subsequently, the UNION requests the County Payroll Department to deduct additional monthly UNION dues, such request shall be effective only upon written assurance by the UNION to the County Payroll Department that additional amounts are regular monthly UNION dues duly approved in accordance with the UNION's constitution and bylaws. Such form shall be in accordance with the terms of the check-off form and such form shall be treated for all purposes in the manner as the initial authorization form.
- SECTION 5 The County shall not be liable for the remittance payment of any sums other than those constituting actual deductions made. 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 from the UNION to the County Payroll Department of the error. If the County Payroll Department makes an overpayment to the UNION, the County Payroll Department will deduct that amount from the next remittance to the UNION. The UNION agrees to indemnify and hold the County harmless against any and all claims, suits, orders or judgments brought or issued against the County as a result of any action taken or not taken by the County Payroll Department under the provision of this Article.
- SECTION 6 The County Payroll Department agrees to provide this service without charge to the UNION.

ARTICLE 5

UNION BUSINESS – Bulletin Boards

SECTION 1 The Employer shall permit Local 251 to use one bulletin board per work site for posting of Local 251 meetings and elections, reports of Local 251 committees and other notices or announcements that would be of benefit or interest to the employee.

SECTION 2 Posted notices shall not contain anything politically discriminatory or anything reflecting adversely upon the Employer, Local 251 or any of its employees.

Copies of the notices to be posted will be provided to the Department Head before posting by the designated Local 251 officer.

UNION BUSINESS - Representation

SECTION 1 The Employer agrees to grant leave from duty with pay for Local 251 officials that represent Sarpy County, not exceeding four (4) in number (no more than two (2) from any one department) to attend bargaining meetings, grievance meetings or other meetings with the Employer when such meetings take place at a time during which members are scheduled to be on duty.

SECTION 2 Local 251 officials not exceeding four (4) in number (no more than two (2) from any one department) shall be granted leave not exceeding ten (10) days per calendar year from duty without pay for the purpose of attending business meetings, convention, education conferences or conducting Local 251 business. Such leave shall be granted by the Employer with forty-eight (48) hour advance notice by Local 251.

SECTION 3 Prior authorization for the absence must be obtained from the Department Head, which authorization will not be unreasonably withheld.

SECTION 4 Local 251 officials may use vacation time or accrued compensatory time for the conduct of Local 251 business.

SECTION 5 The Union will provide a copy of the Steward List (Union Representatives, including the current representative from the AFSCME Union) to be used as contacts for the Human Resource Department.

ARTICLE 6

SAVINGS CLAUSE

| SECTION 1 If any provision of this ~~A~~greement is subsequently declared to be unlawful or unenforceable by any court of competent jurisdiction or by the operation of any national law or statute of the State of Nebraska, all other provisions of this Agreement shall remain in full force and effect for its duration. In such event, the parties agree to negotiate and attempt to arrive at a substitute provision.

ARTICLE 7

NONDISCRIMINATION

SECTION 1 The parties hereby agree not to discriminate on the basis of any protected class under federal, state, or local law.

| SECTION 2 The parties hereby agree that no officers, agents, representatives, members or anyone connected with either party to this ~~A~~greement 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.

SECTION 2 – COMPENSATION and HOURS OF WORK

ARTICLE 8

HOURS OF WORK AND OVERTIME

SECTION 1 The workweek shall begin at 12:01 AM on Sunday and end at midnight on Saturday. Eight consecutive hours of work shall constitute a regular daily work shift. A regular work week consists of five consecutive eight-hour days. A work day is a twenty-four (24) hour period starting at the beginning of an employee's assigned scheduled shift. The consecutive hours of consecutive day requirement set forth herein may be waived by written mutual consent between the County and the Union.

SECTION 2 Employees required to work more than eight (8) hours per day or forty (40) hours per week shall be compensated at a rate of one and one-half (1 ½) times their normal rate of hourly pay for each hour worked in excess of eight (8) hours per day or forty (40) hours per week. Overtime must be authorized by a supervisor. Vacation, holidays and scheduled sick leave (defined as sick leave scheduled at least 24 hours prior to next scheduled shift) shall count towards overtime. Unscheduled sick leave is not included as time worked for overtime.

SECTION 3 All regular classified employees within their respective work divisions shall be provided the opportunity to work any overtime hours within their normally assigned job duties prior to the County utilizing part-time or seasonal employees to perform said duties.

SECTION 3 Employees may accrue compensatory time in lieu of paid overtime to a maximum of 240 hours. Compensatory time must be preapproved by a supervisor. All accrued but unused compensatory time will be paid upon terminating employment.

SECTION 4 A supervisor as defined by Neb. Rev. Stat. Section 48-801 et seq and cases there under shall not do bargaining unit work. Bargaining unit work must be done by a bargaining unit member except in cases of emergency. In addition, in an overtime situation a working foreman may only perform bargaining unit work if there is no bargaining unit member available to perform that work. The County agrees to keep records showing availability of bargaining members and to provide evidence upon request by the Union that every reasonable effort has been made to obtain a bargaining member to do the bargaining unit work.

SECTION 5 This Article shall not be construed as a guarantee of hours of work.

ARTICLE 9

CALL-BACK PAY/~~ON-CALL PAY~~~~STAND-BY PAY~~

SECTION 1 Call-Back Pay: If an employee is called to duty during his off-duty time and such time does not coincide with his scheduled tour of duty, such employee shall be paid for the hours worked at the rate of one and one-half (1 ½) times his regular rate of pay. The employee shall be paid a minimum of three (3) hours for any overtime call-back.

SECTION 2 On-Call Pay: Employees are eligible for on-call pay when they are required to be available ~~(on stand-by)~~ to work during off-duty hours over and above their normal scheduled hours of work. During the designated on-call hours (determined by Department Head), employees assigned to on-call status are unrestricted in movements or location but must remain accessible by phone or pager and in a fit condition to work. On-call employees must be available when called to report to work within the time period established by the ~~D~~department ~~H~~head (usually within 30 minutes).

Employees assigned to ~~“continual” stand-by on-call~~ status will be paid 3.33 hours for every 80 hours ~~on-call worked~~. If called in, employees will receive a minimum of two (2) hours pay at the rate of time and one-half (1 1/2) his/her regular rate of pay. If called in again or called back a second time during a normal workday (after hours), the employee will be compensated for a minimum of three (3) hours at time and one-half (1 ½) his/her regular rate of pay.

Employees will not receive on-call ~~pay or standby pay (pager pay)~~ when they are on vacation, out on sick leave/family medical leave, funeral leave or jury duty and not available to work. Employees assigned to on-call status that cannot be located, who do not respond in a timely manner, or who fail to report to work when called in will forfeit on-call pay and be subject to disciplinary action.

Provisions of Section 1 and Section 2 do not apply if work hours are immediately contiguous to scheduled hours.

ARTICLE 10

SENIORITY

SECTION 1 Seniority is hereby defined as the employee's length of continuous service in the bargaining unit without break or interruption in service.

With the exceptions listed in the following paragraphs, employees on uncompensated status of more than thirty (30) days duration shall cease to accumulate seniority. Example: Employee with a January 1 seniority date is on uncompensated status for 90 days. Employee's new seniority date is "March 2, 1980 adjusted from January 1, 1980". Lay-offs or personal leave of more than one (1) year duration shall be considered an interruption of service and the employee shall lose his or her seniority.

Absence while disabled, while receiving temporary total disability benefits under the Nebraska Worker's Compensation Act ~~of twenty-four (24) months or less~~, and any absence due to serving as a Union officer or official, whether elected or appointed, shall not constitute a break or interruption in service within the meaning of this article and shall not, for the purposes of the preceding paragraph, be considered as uncompensated status. Additionally, absences while complying with the provisions of the Family and Medical Leave Act (FMLA) or the Uniformed Services Employment and Reemployment Act (USERRA) shall not constitute a break or interruption in service.

The employee's seniority date shall be that date on which the employee was hired in the bargaining unit. Where two or more employees were appointed or hired in the bargaining unit on the same date, their seniority standing shall be determined by the date and time in which they filed their application for such appointment.

SECTION 2 A list of employees arranged in order of their seniority as defined herein shall be compiled and maintained current by the County Human Resources Department and made available for examination by employees. Further, the seniority list shall be revised each July 1st, at a minimum, and a copy of the same shall be transmitted to Local 251. A copy of the current seniority list shall be included in the contract as Exhibit C.

SECTION 3 Seniority shall be given in job bidding (as defined in Article 11), job appointments, assignment of vacations, lay-offs, rehires and job displacements. Overtime is assigned first by job ~~title classification~~ and then by seniority. It is understood and agreed between the parties that the foregoing language in this section is meant to favor the senior employee over the junior employee in all circumstances.

SECTION 4 Employees that terminate employment and are re-hired must begin seniority as a new employee for purposes of seniority, pay and benefits.

ARTICLE 11

JOB BIDDING

SECTION 1 Department ~~H~~heads shall ~~either notify department employees or~~ post new or vacant positions. Such ~~notification or~~ posting shall be at least five (5) ~~and not more than ten (10)~~ calendar days before the position is awarded.

Current ~~County department~~ employees who wish to apply for the new or vacant position shall have until the published close date to apply for the new or vacant position. Fitness and ability being substantially equal, the positions will be awarded pursuant to the seniority provision of Article 10. However, such award shall be subject to PRR Rule 5 Regulation 2 "Trial Period Probations."~~a sixty (60) day probationary period, during which time the employee will be required to satisfactorily learn and perform the duties of the new position.~~

If no qualified ~~County department~~ employee bids the position, then the position shall be posted by the Human Resources Department for seven (7) ten (10) calendar days for ~~bid by other County employees or~~ outside applicants.

SECTION 2 Notwithstanding the above, new hires (persons who did not transfer from different ~~C~~county departments) are entitled to a six (6) month probationary period.

ARTICLE 12

WORKING OUT OF CLASS

SECTION 1 When an employee works in a higher classification than that to which he/she has been appointed for three (3) work days within any thirty (30) day period, then, beginning the fourth (4th) day, that employee shall receive six percent (6%) additional compensation over and above that employee's present rate of pay for all hours worked in such higher classification for a period not to exceed ninety (90) days per incident. After ninety (90) days the employee will again need to work three (3) days out of class within any thirty (30) day period to receive six percent (6%) additional compensation with a ninety (90) day period/incident.

SECTION 2 If an employee operates in a higher classification for twenty (20) days in a five-year period then that employee shall be certified at the higher classification. Certification shall mean ~~The certification shall state~~ that the employee is capable of performing the work in that classification and is knowledgeable in the safety requirements of the job. Employees certified at the higher classification shall only receive increased compensation pursuant to Section 1 of this Article but shall be placed on a list showing that they are eligible for promotion once a vacancy in the higher classification occurs.

ARTICLE 13

LAY OFFS

- SECTION 1 Whenever a reduction in the bargaining unit workforce becomes necessary, layoffs shall be made on the basis of seniority as defined in Article 10. Layoffs shall be made by job titleclassification.
- SECTION 2 No full-time employee shall be laid off from any job titleclassification while there are provisional, probationary, part-time or seasonal employees working in the same job titleclassification or any lower job titleclassification.
- SECTION 3 In the event an employee becomes subject to layoff in their job titleclassification within their department and is qualified to perform duties in a lateral or lower job titleclassification within any department, they shall be permitted to take a position in the lateral or next lower job titleclassification at that job classification's rate of pay if they have the necessary skill, ability and qualifications to perform the duties of the position. Any employee in such lateral or lower job titleclassification subjected to layoff by virtue of the provision of this Section, shall be laid off in accordance with the provision of Section 1 hereof.
- SECTION 4 The names of employees who have been laid off shall be placed on a layoff list maintained by the Human Resources Department and shall be eligible for re-employment for a period of one (1) year, and the County shall rehire in reverse order of layoff, provided that such employees are otherwise qualified to perform duties of the positions and return to work within fourteen (14) calendar days after notification of re-employment and provided that the employees must notify the Ddepartment Hhead of his/her intention to return within five (5) working days after receiving Notice of Recall.
- SECTION 5 Where an employee has accepted a position in a lower job titleclassification by virtue of a reduction in workforce, they shall be recalled to their former job titleclassification whenever a job becomes available in reverse order of reduction.

ARTICLE 14

CONTRACTING OUT

- SECTION 1 The employer agrees to notify the Nebraska Public Employees, Local 251 immediately in the event the Employer is considering contracting out any work performed by the bargaining unit employees.

ARTICLE 15

WAGES

SECTION 1 The parties agree wages have been negotiated for this Agreement ~~for contract years 2011-2014,~~ all on a group and/or an individual basis. Copies of the master contract will be retained by Sarpy County Human Resources, the President of AFSCME Local 251 and individual Departments. Employees may obtain salary information directly from ~~Department~~ Hheads.

All bargaining unit employees covered by this agreement shall be placed on the pay plan established and marked Exhibit B. Copies of the pay plan will be retained by the ~~Elected Officials and/or Department~~ Department Heads and the President of AFSCME Local 251.

The wage increases are as follows:

Contract year July 1, 201~~5~~4 thru June 30, 201~~6~~5 the wage increase is ~~2.02-0~~2.0%.

Contract year July 1, 2016 thru June 30, 2017 the wage increase is 2.0%.

Contract year July 1, 2017 thru June 30, 2018 the wage increase is 2.0%.

SECTION 2 All employees will initially be placed on the step pay plan using job ~~titles~~classifications and seniority. This ~~A~~greement shall cover those job ~~titles~~classifications listed in Exhibit A.

SECTION 3 All employees may be hired at Step 1 of the classification (pay grade) and may be advanced additional steps based on performance and ability until Step 6 is attained. Additional step increases will follow every twenty-four (24) months until the maximum step (Step 6) is attained, normally after nine (9) years. In order to receive a step increase, a satisfactory performance evaluation is necessary.

In addition, incentive step increases may be provided to an employee at the discretion of the ~~elected official or D~~epartment Hhead. An incentive step shall be made at the employee's anniversary date and be no more than one (1) step. Justification for a step increase of more than one (1) step at a time must be provided and the step must be approved by mutual agreement of the County and the Union.

SECTION 4 An employee who is promoted shall advance the appropriate promotional job ~~title~~classification and shall be placed on the pay step that guarantees a minimum of four percent (4%) pay increase. At that time, a new job ~~title~~classification date is established for future step increases.

~~SECTION 5 — If an employee reaches a new step during the first seven days of a pay period, he/she shall receive the higher pay rate for the entire pay period. If the new step is reached during the last seven days of a pay period, the employee shall not receive the higher rate until the subsequent pay period. If July 1 falls in the first seven days of a pay period, employees~~

~~shall receive the higher pay rate for the entire pay period. If July 1 falls in the last seven days of a pay period employees shall not receive the higher pay rate until the subsequent pay period.~~

ARTICLE 16

LONGEVITY

SECTION 1 In addition to their regular compensation full-time employees hired before July 1, 2015 shall annually receive longevity pay based upon the total length of continuous service with the County. The amount of pay will be determined based upon the applicable anniversary date of hire.

~~As an example, an employee whose hire date is June 4, 1998 and who has no interruption in continuous service would become eligible to receive annual longevity payments once they reach June 4, 2008. Payment is generally made the first pay period following the employee's anniversary date.~~

Effective July 1, 2004, the longevity pay schedule is as follows for employees hired before July 1, 2015:

Anniversary date of Years 10 thru 14	\$ 885.00
Years 15 thru 19	\$ 1,330.00
Years 20 thru 24	\$ 1,785.00
Years 25 thru 29	\$ 2,165.00
After 30 Years	\$ 2,400.00

Employees hired by the County after July 1, 2015 shall not be eligible to receive longevity pay.

~~As an example, an employee whose hire date is June 4, 1998 and who has no interruption in continuous service would become eligible to receive annual longevity payments once they reach June 4, 2008. Payment is generally made the first pay period following the employee's anniversary date.~~

SECTION 3 – EMPLOYEE CONDUCT

ARTICLE 17

DISCIPLINE AND DISCHARGE

SECTION 1 No employee shall be disciplined suspended or discharged without just cause. For purposes of this ~~a~~Article, the provisions of the Sarpy County Personnel Rules and Regulations~~olicies and Procedures Manual~~ concerning discipline, which are not inconsistent with the other terms and conditions of this ~~A~~agreement, shall be made a part of this ~~A~~agreement. Copies of all notifications of corrective action, suspension or dismissal are to be sent to the Nebraska Public Employees, Local 251.

Disciplinary action shall remain active for progressive discipline and promotion evaluation purposes for the time periods listed below:

Counseling:	6 months (1st incident), 1 yr (2nd incident)
Verbal Warning:	1 Year (documented)
EAP Training/Referral:	1 Year
Written Reprimand:	2 Years
Suspension:	2 Years
Demotion:	4 Years (1st incident), extend 2nd incident
Termination:	Permanent

In the event of a recommended termination, only performance evaluations, written reprimands, suspension and demotions may be taken into consideration. All other disciplines may only be considered within the time frames listed above.

NOTE: A history of performance and/or conduct is general employee information and should not be destroyed.

SECTION 2 Employees shall have the right to appeal directly to the Personnel Policy Board the following actions:

- A. Receipt of three (3) written reprimands, involving the same subject matter, within a 12 consecutive-month period.
- B. Suspension,
- C. Demotion for cause, and
- D. Dismissal.

Prior to discipline becoming effective, a written notice containing the reasons for the recommended discipline shall be transmitted to the employee within ninety (90) calendar days following the date the County became aware of the act that served as the basis for the County to discipline the employee.

Employees shall present their *Appeal Form* to the Human Resources Director within 15 calendar days from the date on which they became aware of or should have reasonably been aware of the incident giving rise to the Appeal.

The Personnel Policy Board shall hold a Hearing within 30 calendar days, insofar as a quorum can be established, in accordance with *Rule 1: General Provisions, Regulation 4: Personnel Policy Board Hearings.*

The decision of the Board shall be final. Either party shall have the right to appeal the decision of the Board as allowed by law.

Any time limitations provided under this Article may be waived or extended by mutual written agreement of the parties.

ARTICLE 18

FORMAL GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1 Informal Complaints. When employees feel dissatisfied with an aspect of employment over which they have no control and when they desire remedial action, they are encouraged to present the problem informally to their immediate supervisor. If not resolved at this level, employees can discuss the matter with their chain of command or file a grievance.

Employees shall be assured freedom from discrimination, coercion, restraint, or reprisal in presenting complaints.

This Article shall not suspend time limitations for the filing of a grievance or appeal.

SECTION 2 Grievance Procedure. Employees shall have an opportunity to formally address non-disciplinary issues arising out of the PRR, County policies, and/or collective bargaining agreements.

The Grievance Procedure set forth herein is designed to preserve harmony and friendly relations between the County and its employees. Furthermore, the Grievance Procedure provides a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or retaliation against those employees who submit, consider submitting, or are involved in a grievance procedure.

This Article shall not be used to change any portions of the Agreement or the PRR.

A grievance is defined to be any disagreement concerning the interpretation or application of the specific and expressed provisions or terms of County policies, collective bargaining agreements, or the PRR not relating to discipline.

Employees, or their representative, may withdraw a grievance at any time during this Grievance Procedure. Such withdrawal shall be indicated on the *Grievance Form*.

Any time limitations for this Article may be waived or extended in writing by mutual written agreement of the parties involved.

Employees choosing to file a grievance are to complete a *Grievance Form*. When filling out the form, the following information must be stated with reasonable clarity:

- A. Nature of the grievance,
- B. Act or acts of commission or omission,
- C. Date of the act or acts,

- D. Identity of the party or parties who claim to be aggrieved,
- E. Identity of the party or parties alleged to have caused the grievance,
- F. Specific provisions of the PRR, County policies, and collective bargaining agreements that are alleged to have been violated, and
- G. Remedy sought.

Grievances shall be processed in the following manner:

Step 1: Aggrieved employees shall present the *Grievance Form* to their Department Head within 15 calendar days from the date on which they became aware of or should reasonably have been aware of the incident giving rise to the grievance.

The Department Head shall address the nature of the grievance and note the specific reason for accepting or denying the grievance by writing their response on the *Grievance Form*. The Department Head will return the signed form to the aggrieved employee within 15 calendar days. The Department Head will forward a copy of the completed form to the Human Resources Department to be placed in the employee's civil service personnel file.

Step 2: If satisfactory settlement is not reached under Step 1, aggrieved employees, or their representative, or the Department Head shall submit the *Grievance Form* to the Human Resources Director for appeal to the Personnel Policy Board. This submission must occur within 15 calendar days from the date the employee receives the Department Head's response in accordance with Step 1.

The Board shall hold a Hearing on the matter within 30 calendar days, insofar as a quorum can be achieved, after receipt of the grievance by the Human Resources Director. Refer to *Rule 1: General Provisions, Regulation 4: Personnel Policy Board Hearings* for specific details.

The decision of the Board shall be final and binding on all parties; however, this does not prevent either party from pursuing further actions as allowed for by law.

~~A grievance is defined as a complaint, claim, or dispute arising under and during the term of this Agreement. Grievances are limited to matters of interpretation or application of express provisions of this Agreement.~~

~~The grievance procedure is designed to maintain friendly working relationships between the County Department Heads and their non-introductory employees. Furthermore, the procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, or reprisal against any employee who may submit or be involved in a grievance.~~

~~All grievances and disputes arising from the application and interpretation of this contract shall be settled in the following manner:~~

~~SECTION 2—Step 1 Informal Step: An employee, with or without union representation, can approach his/her appropriate supervisor and attempt to resolve a grievance. The employee and/or a union representative have fifteen (15) calendar days from the grievable event to bring the matter to the Department Head's or designee's attention. The Department Head or designee then has fifteen (15) calendar days to meet with the employee for discussion and to provide a response to the employee and/or union representative. A settlement can be reached provided it is consistent with the collective bargaining agreement. Every effort should be made to resolve grievances at this step.~~

~~Step 2 Written Step: If the matter is not satisfactorily resolved at Step 1, the employee needs to complete a grievance form. The form must be signed and dated by the employee or an officer or designee of the Nebraska Public Employees Local 251, and then presented to the Department Head or designee within fifteen (15) calendar days from the decision in Step 1. The Department Head or designee shall respond to the grievance in writing within fifteen (15) calendar days from the date on which the grievance is received.~~

~~Grievance forms can be obtained from the Union, the Human Resources Department, or from the INTRA employee website. Grievance forms shall be obtained or submitted only during an employee's off-duty time.~~

~~Step 3 Personnel Policy Board: If satisfactory settlement is not reached under Step 2, the employee and/or union may file a written request for a hearing to the Personnel Policy Board within fifteen (15) calendar days of the decision reached under Step 2 of the grievance procedure. The "Request for Hearing" form must contain a description of the grievance, what contract provision(s), employment law, and/or Personnel Policy Board policy were violated as well as what the employee and/or union seeks as a remedy.~~

~~The Personnel Policy Board will conduct a hearing within thirty (30) calendar days or as soon thereafter that a quorum can be assembled.~~

~~Upon hearing the matter, the Personnel Policy Board shall issue a written decision to all parties by no later than fifteen (15) calendar days from the date concluding the hearing.~~

~~Step 4, Appeal: If satisfactory settlement is not reached, either party may seek such other remedies as may be allowed by law.~~

~~SECTION 3—Deadlines that fall on a day that is not a regular business day will automatically be extended to the next business day. Time limitations can be extended or waived by written mutual agreement of all parties.~~

SECTION ~~34~~ If a grievance is not appealed to the next step of the procedure within the applicable time limits and an extension has not been agreed to in advance, the grievance will be considered resolved on the basis of the last County response to the grievance and shall be considered ineligible for further appeal. If the County fails to respond to the grievance within the time limits prescribed in the grievance procedure, then the grievance shall be resolved in favor of the grievant for the relief sought in the grievance.

SECTION ~~45~~ When an employee elects to process a grievance without a union representative, as is his/her right, the union shall have the right to intervene and become a party to the proceedings. Any adjustment of grievance between the County and an employee not choosing to be represented or assisted by the union must be consistent with the terms of this Collective Bargaining Agreement.

SECTION ~~56~~ No remedy shall exceed restoring to the employee the pay, benefits, or rights lost as a result of the violation of the contract, less any income earned from any other source including, but not limited to, workers compensation or any other employment.

SECTION ~~67~~ All correspondence/documentation relating to a grievance shall be kept confidential to the extent reasonably possible and consistent with the resolution of the grievance.

ARTICLE 19

SARPY COUNTY PERSONNEL POLICY BOARD

SECTION 1 The parties agree to the establishment of the Sarpy County Personnel Policy Board to be established for the purpose of reviewing and finally deciding employees' grievances, including grievances involving disciplinary action. The Personnel Policy Board shall consist of six members, two of which shall be appointed by the Sarpy County Commissioners, two of which shall be appointed by the elected department heads, and two members who shall be appointed by classified employees who are covered by the county personnel system.

The Personnel Policy Board shall have the authority to establish rules and regulations regarding its procedures which are not inconsistent with the terms and conditions of this Agreement.

ARTICLE 20

DRUG TESTING POLICY

The County will follow and hold employees accountable to all State and Federal guidelines for the CDL Drug/Alcohol Testing Policy. See Sarpy County [Personnel Rules and Regulations](#)~~Policies and Procedures Manual~~ for Drug Free Workplace and Drug Enforcement policies.

SECTION 4 – EMPLOYMENT BENEFITS

ARTICLE 21 - LEAVE TIME

HOLIDAYS

SECTION 1 In addition to any other days that may be designated by the employer, the following are paid holidays for all employees:

- | | |
|--------------------------------|--------------------------------------|
| 1. New Years' Day | January 1 |
| 2. Martin Luther King Day | 3 rd Monday in January |
| 3. President's Day | 3 rd Monday in February |
| 4. Memorial Day | Last Monday in May |
| 5. Independence Day | July 4 |
| 6. Labor Day | First Monday in September |
| 7. Columbus Day | Second Monday in October |
| 8. Veteran's Day | November 11 |
| 9. Thanksgiving Day | 4 th Thursday in November |
| 10. Day after Thanksgiving Day | 4 th Friday in November |
| 11. Christmas Day | December 25 |
| 12. Floating Holiday | |

SECTION 2 All employees shall be compensated at their normal rate of pay for each holiday. If the employee is required to work any of the aforementioned holidays or the day observed as that holiday, the employee shall be paid one and one-half (1 ½) times the hourly rate of pay for each hour worked in addition to the holiday pay.

SECTION 3 When a holiday occurs during an employee's regularly scheduled day off or during such employee's vacation, the employee at his/her option shall receive either pay or extended leave time.

SECTION 4 A holiday, for time worked, shall be defined as twenty-four (24) hours, commencing at 12:00 a.m. midnight and ending the following 12:00 a.m. midnight.

SECTION 5 One (1) floating holiday shall be provided to each employee per calendar year upon their request. The requested day shall not unreasonably be denied by the employee's supervisor. Should the employee not be allowed to take a requested floating holiday prior to December 31st, they shall be paid for eight (8) hours holiday pay at one and one-half (1 ½) times his/her regular rate. The employee must request the floating holiday during the calendar year. It cannot be carried over from one calendar year to the next.

ARTICLE 22

VACATION

SECTION 1 The Employer shall compensate full time Employees with up to ~~36040~~ hours of vacation time computed as follows:

0-5 years	8880 hours vacation	3.385 hrs/pay period
6- 9 4 years	1280 hours vacation	4.923 hrs/pay period
10 years	136 hours vacation	5.230 hrs/pay period
11 years	14428 hours vacation	5.538 hrs/pay period
12 years	15236 hours vacation	5.846 hrs/pay period
13 years	16044 hours vacation	6.153 hrs/pay period
14 years	16852 hours vacation	6.461 hrs/pay period
15- 19 years	17668 hours vacation	6.769 hrs/pay period
20- 24 years	18880 hours vacation	7.231 hrs/pay period
25-29 years 1 and over	19692 hours vacation	7.538 hrs/pay period
30 or more years	204 hours vacation	7.846 hrs/pay period

Vacation may be taken at any time during the year with the consent of the ~~De~~partment ~~H~~head, which consent shall not be unreasonably withheld.

SECTION 2 Vacation may be taken at a minimum of one half (1/2) hour and a maximum of the total vacation accumulated.

SECTION 3 Employees may only accumulate a maximum of ~~36040~~ hours of vacation leave. If the maximum is reached, there will be no additional accrual of vacation leave until the employee's balance drops below the maximum. ~~The provisions of this Article 22, Section 3 shall be implemented on January 1, 2011.~~

SECTION 4 Any employee who has resigned or has been separated or dismissed shall be entitled to and shall receive all accrued vacation leave computed on the basis of the compensation plan in effect on the last day of employment.

SECTION 5 Upon successful completion of the six (6) month probationary period, a new employee shall be eligible to use any accrued vacation leave with the approval of his/her supervisor.

SECTION 6 Employees on an unpaid non-FMLA leave of absence will not earn vacation benefits until they return to service.

ARTICLE 23

SICK LEAVE

Definition The purpose of sick leave is to provide a benefit to those eligible County employees who are unable to attend work due to short term illness or injury. It may also be used in conjunction with a long term medical leave of absence to provide some measure of income protection for extended illness or disabilities.

Sick leave will be considered for a bona fide illness or injury for reasons other than illness or injury arising out of and in the course of County employment.

Accrual and Accumulation

1. Full-time employees will accrue sick pay benefits at a rate of ~~4.9245-539~~ hours per payroll period (1~~2844~~ hours per year – 1~~68~~ days per year).
2. ~~Nine-hundred and sixty (960)~~~~Eight-hundred thirty two (832)~~ hours of sick leave may be accumulated.

Sick leave shall not be accrued by emergency, seasonal, or temporary employees.

General Procedure

Sick leave will be considered for a nonwork-related, bona-fide illness or injury. An "ABSENCE FROM OFFICE SLIP" will need to be completed for any time being utilized. Employees will be entitled to utilize sick leave for treatment of drug or alcohol addiction, injury, pregnancy or sickness which renders an employee incapable of performing his or her required job duties, for medical and dental care or for exposure to contagious disease under circumstances in which the health of other employees or the public would be endangered by the employees attendance on duty. Employees may utilize their sick time in order to keep medical or dental appointments.

Employees may utilize their sick time for the illness of his or her immediate family (Spouse, child(ren), mother/father, or spouse's parents) where the employees attendance is required. Only forty (40) hours per fiscal year of the employee's sick time may be used for immediate family members as defined by FMLA~~parents or children~~ living outside the home.

Sick leave may be used at a minimum of one half (1/2) hour increments. Sick leave will not be granted if the employee is absent due to a disability arising out of and in the course of their employment as governed by the provisions of Workmen's Compensation Laws. SEE WORKER'S COMP. POLICY.

When unable to report to work, the employee must notify his/her immediate supervisor as early as possible, except in an obvious emergency. During absence due to non-FMLA illness, the employee must notify his/her supervisor daily of their progress and expected date of return.

Sick pay will be paid only for approved absences and for time when the employee would normally be scheduled for work.

Employees on non-FMLA sick leave in excess of three (3) consecutive work days must submit a physician's certificate in order to receive sick pay, unless waived by the Department Head or elected official. The cost, if any, of the certificate shall be paid by the employee. For a lesser period of absence, the Department Head or elected official may at his or her discretion require evidence of illness from a physician for other reasons, as defined by this section. If the ~~d~~Department Head or elected official requires an employee to produce evidence from a physician for a period of absence of less than three (3) consecutive days and that employee chooses to grieve the employer's action to the Sarpy County Personnel Board, it shall be the Department Head's ~~or elected official's~~ burden to demonstrate sufficient justification or other such rationale for requiring such evidence from a physician.

Sick leave shall not be used as vacation leave. Upon written request, vacation pay may be used to continue compensation during non-FMLA illness when all sick pay has been exhausted. For FMLA illness, once sick leave is exhausted, vacation leave must be used to cover absences.

SECTION 1 For employees with less than ten (10) years of service upon separation of service (~~retirement, resignation or dismissal~~ [except for dismissal for disciplinary cause], ~~or death~~), such employee ~~or his/her beneficiaries~~ shall be paid one-fourth ($\frac{1}{4}$) of his or her accumulated sick leave up to a maximum of two hundred eight (208) hours.

For employees with ten (10) or more years of service upon separation of service (~~retirement, resignation or dismissal~~ [except for dismissal for disciplinary cause], ~~or death~~), an employee ~~or his/her beneficiaries~~ shall be paid one-half ($\frac{1}{2}$) of his/her accumulated sick leave up to a maximum of four hundred sixteen (416) hours.

Under either case, such amounts shall be paid at the rate of payment based upon the employee's regular rate of pay at the time of separation.

SECTION 2 Any employee, at his/her option, who has accumulated eight hundred (800) hours of sick leave may convert each two (2) hours of sick leave, up to a maximum of one hundred sixty (160) hours of sick leave to one (1) hour of vacation or regular pay. Such conversion shall only be allowed one (1) time per contract year.

ARTICLE 24

ADDITIONAL LEAVE (Funeral, Court/Jury, Military)

SECTION 1 Funeral Leave – Funeral leave up to five (5) days will be granted to employees for the attendance at the funeral of the following current family member group: spouse, parent, sibling or child related by blood, marriage or adoption.

Funeral leave of up to four (4) days will be granted to employees for the attendance at the funeral of the following current family member group: ~~father, mother, sister, brothers,~~ grandparent~~mother, grandfather,~~ grandchildren, parent~~father~~-in-law, ~~mother-in-law~~, son-in-law or daughter-in-law.

Funeral leave of one (1) day will be granted to employees for the attendance at the funeral of the following current family member group: aunt, uncle, nieces, nephews and the following in-laws; grandparent~~father, grandmother,~~ sister or brother.

In addition, at the discretion of the Department Head, one (1) additional day of funeral leave may be granted for those relatives in the third group.

Further, in addition, the Department Head~~employer~~ may grant one (1) additional day if travel of more than three hundred (300) miles one way to the funeral or memorial service site is involved.

If an employee wishes to attend the funeral of a relative not listed above, the employee should request use of vacation and/or compensatory time.

SECTION 2 Court/Jury Duty or Election Service – When an employee is summoned for jury duty by a court of competent jurisdiction or for election board duty and that employee's attendance at such is required during his regularly scheduled duty shift with the employer, he shall receive his regular pay from the employer during such service. The employee may also be required to furnish proof of said service. The employees shall be required to turn over to the employer any compensation received for such jury duty or election service. Employees that serve in Sarpy County shall sign a waiver of payment for jury duty or election service. Employees that have been released from jury duty while their normal workday has not been completed should return to work and notify their supervisor that they are available for work.

If the jury or election duty occurs outside an employees' normal work schedule, they are entitled to compensation received for jury or election duty and normal compensation if normal shift is worked or to receive their normal compensation for their regularly scheduled shift that is missed, they must turn over their payment for jury or election duty.

SECTION 3 See details on Military Leave and Family Medical Leave in the Personnel Rules and Regulations~~Policies and Procedures Manual and Family Medical Leave as addressed in the Policies and Procedures Manual.~~

ARTICLE 25

INSURANCE

SECTION 1 All employees working a minimum of thirty (30) hours a week may participate in the County's health insurance program by meeting the established requirements as determined by the County. The employer shall pay eighty-three percent (83%) of the monthly premium for employee/spouse, employee/family and employee/children coverage and pay ninety percent (90%) of the monthly premium for single coverage.

SECTION 2 All employees working a minimum of thirty (30) hours a week may participate in the County's dental insurance program by meeting the established requirements as determined by the County. The employee portion of the monthly premium shall be nineteen dollars (\$19) for family coverage and there will be no charge for single coverage. The employer shall pay the remaining amount of the premium.

SECTION 3 The County shall provide fully paid term-life insurance coverage, in the minimum amount of thirty thousand dollars (\$30,000.00), for each employee working a minimum of thirty (30) hours a week.

SECTION 4 The County shall provide fully paid long-term disability insurance coverage for each employee who works a minimum of thirty (30) hours a week and has completed one (1) year continuous service.

SECTION 5 In the event it becomes necessary to change insurance carriers or coverage, the County and the Union representatives shall meet to discuss alternative ways to maintain the level of benefits substantially equal to what is currently in effect. The County Board maintains the right to change insurance carriers and/or coverage. The County will notify the Union of their meetings regarding insurance prior to making any changes.

SECTION 6 ~~Effective July 1, 2000, e~~Employees who retire with a minimum of fifteen (15) years of service and are at least sixty-two (62) years of age, until reaching his/her sixty-fifth (65th) birthday, may continue in the County's primary health insurance program and receive insurance coverage as provided for retirees.

Eligible employees must be enrolled in the County's health Insurance program prior to retirement. The County will pay 75% of the premium for those electing single coverage, 65% of the premium for those electing employee/spouse and 50% of the premium for family coverage.

ARTICLE 26

EDUCATIONAL REIMBURSEMENT

SECTION 1 All full-time, non-probationary employees shall receive education reimbursement of job related courses at ~~90~~50% of the cost of tuition, books and fees up to a maximum of ~~\$2,000~~1,000 per fiscal year if the employee successfully completes the course with a grade "C" or above from an accredited college, university, community college, or trade school. ~~Employees who successfully complete the course with a grade of "B" or higher (as stated above) shall receive reimbursement of job related courses at 65% of the cost of tuition, books and fees up to a maximum of \$1,300.00 per fiscal year.~~

Notwithstanding the above, the other provisions of the Sarpy County Personnel Rules and Regulations~~olicies and Procedures Manual~~ regarding educational reimbursement apply.

ARTICLE 27

DURATION OF AGREEMENT AND REOPENER

SECTION 1 This Agreement shall take effect upon the ratification of the membership of the Nebraska Public Employees, Local 251, and the Sarpy County Board and shall remain in effect from and after July 1, 2014~~5~~ through June 30, 201~~5~~~~8~~ and thereafter for successive one year periods, unless one of parties thereto on or before May 1, 201~~5~~~~8~~ shall notify the other party thereto in writing of its desire to modify same. Written notification shall be accomplished by written notice to the President of Nebraska Public Employees, Local 251, and the Sarpy County Administrator.

IN WITNESS WHEREOF the parties hereto have set their hand this ____ day of _____, 2014~~5~~.

Nebraska Public Employees Local 251

Sarpy County Board Chair

This contract is approved as to form and content.

BY _____
Deputy County Attorney

BY _____
County Clerk