

COMPREHENSIVE MASTER AGREEMENT

BETWEEN

COUNTY OF DAKOTA, NEBRASKA

AND

NEBRASKA PUBLIC EMPLOYEES, LOCAL 251  
AFSCME

JANUARY 1, 2005 TO DECEMBER 31, 2007

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# ARTICLE I

## Recognition

### Section 1 Definitions

A. Regular Full-Time Employee

The term “regular full-time employee”, as used in this Agreement, shall mean an employee who is scheduled to work forty (40) hours or more per week year round.

B. Regular Part-Time Employee

The term “regular part-time employee”, as used in this Agreement, shall mean an employee who is scheduled to work at least thirty (30) hours per week year round but less than forty hours (40) per week year round. Regular part-time employees shall receive benefits in a ratio proportionate to their part-time service.

C. Temporary Employee

The term “temporary employee”, as used in this Agreement, shall mean an employee who is scheduled to work twenty-two (22) weeks or less during the period from April through November.

D. Supervisor

The term “supervisor”, as used in this Agreement, shall mean any individual having authority in the interest of the Employer to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly direct them, or to evaluate their performance, or to adjust their grievances, or effectively to recommend such action if in connection with the foregoing the exercise of such authority is not merely routine or clerical nature but requires the use of independent judgment.

### Section 2 Union Recognition

The County recognizes AFSCME Local Union 251 as the sole and exclusive bargaining agent for the purpose of collective bargaining for all roads department employees, excluding temporary employees and supervisors.

## **ARTICLE II**

### **Check-off**

#### **Section 1 Deduction Authorized**

The Employer shall in accordance with the provisions of this Article deduct certified regular monthly Union dues from the pay of each employee, provided that at the time of such deduction the Employer has in its possession a written authorization executed by the employee in the form attached hereto marked Appendix "A".

#### **Section 2 Effective Date**

The effective date of the written authorization or written cancellation or revocation shall be the first day of the check of the payroll period immediately following receipt of the form marked "Appendix A" by the Employer and the Union.

#### **Section 3 Remitting of Dues**

The Employer shall within fifteen (15) days from the pay date of such payroll deductions remit the amounts thereof showing the names of employees to the treasurer of the Union.

#### **Section 4 Indemnification**

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments, including expenses and attorneys' fees incurred in connection therewith, brought or issued against the Employer as a result of any action taken or not taken by the employee or Union under the provisions of this Article II.

#### **Section 5 Application to Prior Authorizations**

Notwithstanding the terminology of any written authorization executed by an employee prior to the date of this Agreement and in the possession of the Employer, it shall be effective and revocable in accordance with the terms of this Article.

#### **Section 6 Payment Problems**

The Employee shall check off only certified monthly dues for the payroll period involved. If the pay of the employee is insufficient to permit such check-off, such dues shall not be deducted from subsequent pay periods. In such event, it shall be the Union's responsibility to collect these dues from the employee.

If the Employer deducts dues pursuant to the provision of this Agreement and the Employer has made duplicate payment to the Union directly, it shall be the responsibility of the employee to collect such duplicate payment from the Union.

## **ARTICLE III**

### **Labor-Management Committee**

#### **Section 1 Purpose and Formation**

There is hereby established a special joint Labor-Management Committee for the purpose of discussing problems of common interest to the Employer and employees. The Union and the Employer shall each designate two (2) representatives to serve on the Committee.

#### **Section 2 Letters of Understanding**

The Committee shall meet at such times as are mutually agreed to. Any policy or practice agreed upon by the Committee members and ratified by vote of the Employer and by the employees shall be implemented by a formal letter of understanding provided it does not conflict with the terms of this agreement.

## ARTICLE IV

### Management Rights

#### Section 1 Enumeration of Rights

In addition to all powers, duties, and rights of the Employer established by constitutional provision, statute, ordinance, charter, or special act, the Union recognizes the powers, duties, and rights which belong solely, exclusively, and without limitation to the Employer, to-wit:

- (a) The right to manage the Employer's operations and to direct the working force;
- (b) The right to hire employees;
- (c) The right to maintain order and efficiency;
- (d) The right to extend, maintain, curtail, or terminated operations of the Employer;
- (e) The right to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
- (f) The right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
- (g) The right at any time to determine, create, modify and terminate jobs, job vacancies, departments, job classifications, and job duties;
- (h) The right to transfer, promote, and demote employees;
- (i) The right to discipline, suspend, and discharge employees;
- (j) The right to lay off at any time;
- (k) The right to enforce and require employee to observe rules and regulations set forth by the Employer;
- (l) The right to determine when and whether a position or job classification is vacant and when it will be filled;
- (m) The right to determine how many employees shall be in each classification and whether any employees shall be in any classification; and
- (n) The right to determine the individual and relative qualifications, ability, ability to perform, and physical fitness of all employees.

## **ARTICLE V**

### **Strikes and Lockouts**

#### **Section 1 Lockouts**

The Employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

#### **Section 2 Employee Actions**

No employee shall engage in any strike, sit-down, sit-in, slow-down, sick-out, cessation of stoppage or interruption of work, boycott, or picketing, with the exception of informational picketing, of any place where the activities of the Employer are or may be carried out.

#### **Section 3 Union Actions**

The Union, its officers, agents, representatives, and members, shall not, in any way, directly or indirectly, authorize, assist, encourage, participate in, or sanction any strike, sit-down, sit-in, slow-down, sick-out, cessation or stoppage or interruption of work, boycott, or picketing, with the exception of informational picketing, of any place where the activities of the Employer are or may be carried out, or ratify, condone, or lend support to any such conduct or action.

#### **Section 4 Remedies**

In addition to all legal remedies provided for a violation of a section of this Article, the Employer shall have the right to discipline or discharge any employee who violates any section of this Article.

## **ARTICLE VI**

### **Work Breaks and Meal Periods**

#### **Section 1 Work Breaks**

Employees shall be granted a fifteen (15) minute rest period with pay during the approximate middle of each one-half (  $\frac{1}{2}$  ) shift.

Employees shall be granted a fifteen (15) minute rest period of ten and one-half (10  $\frac{1}{2}$ ) hours (including the one-half (  $\frac{1}{2}$  ) hour meal period) after they have reported for duty. Said break shall be without pay and shall be taken at a time designated by the employee's supervisor.

#### **Section 2 Meal Period**

Employees shall be granted a one-half (  $\frac{1}{2}$  ) hour meal period without pay scheduled at the approximate middle of the shift.

With the approval of their supervisor, employees may schedule their work breaks to coincide with their meal period and be relieved of duties for a one-hour period. It is understood that this rescheduling of break periods shall not be a regular practice.

## **ARTICLE VII**

### **Hours of Work**

#### **Section 1 Work Day, Work Week, Arrival and Dismissal Times**

The regular work day shall consist of eight (8) hours exclusive of the meal period.

The regular work week shall consist of forty (40) hours, exclusive of meal periods, Monday through Friday.

The regular arrival time for all employees shall be 8 a.m. and the regular dismissal time for all employees shall be 4:30 p.m. All employees will be allowed ten (10) minutes for cleanup and clothes changing from 4:20 p.m. to dismissal time at 4:30 p.m.

#### **Section 2 Change in Hours**

Daily and weekly work schedules may be changed by the Employer from time to time to meet the Employer's requirements. Employees shall be given one (1) week notice, both orally and in writing, of any change in work schedules except in cases of emergency. Employees shall be required to work the hours scheduled by the Employer, including all hours scheduled during any emergency or emergency situation, subject to the restriction on maximum hours as contained with this Article.

#### **Section 3 Emergencies**

The existence of emergencies and emergency situations shall be determined exclusively by the Employer, provided such determination shall not conflict with Section 5 of Article VII.

#### **Section 4 Paydays**

Employees shall be paid every other Friday at 12 p.m. one week following the last day of the pay period. Pay checks shall be delivered to employees at their work place or made available to them at the headquarters of the department for which they work.

#### **Section 5 Maximum Hours**

No employee shall be required to work more than fourteen (14) consecutive hours.

#### **Section 6 Limitation**

This Article is intended to be construed as a basis for establishing hours of work and shall not be construed as a guarantee of hours.

## **Section 7      Clean-Up Time**

Where established by practice, job-related nonpersonal clean-up time shall be considered work time.

## **Section 8      Closing Due to Weather or Emergencies**

If because of inclement weather conditions or some other emergency the Employer directs employees not to report to work, or to leave work prior to their scheduled dismissal time, or to report for work after their scheduled arrival time, employees shall be paid for hours they were scheduled to work but did not work due to the Employer's directive, Unless employees are directed not to work or have been granted a paid leave, they will not be required to work in order to be paid.

## **Section 9      Show-Up Time**

Except in cases of inclement weather conditions, where employees report to work during their normal work day and where no work is available, and if the Employer has not advised employees not to report for work, they shall be compensated for two (2) hours at straight time.

## **Section 10     Call-In Time**

Employees who are called to duty during their off-duty time shall be paid at the rate of one and one-half (1 ½ ) times for a minimum of three (3) hours, unless the time extends to their regular work shift.

## **ARTICLE VIII**

### **Overtime**

#### **Section 1 Definition**

Work performed by all employees in excess of forty (40) hours in any week shall be overtime hours.

#### **Section 2 Holidays**

Holidays and sick leave days shall be counted as days worked in computing overtime. All days on which an employee does not work, other than holidays and sick leave days, shall not be counted as days worked in computing overtime.

#### **Section 3 Approval of Overtime**

No employee shall be compensated for overtime work unless such work has been approved by the employee's supervisor. Where overtime is allowed, it shall be distributed equitable among employees in the same job classification with the understanding that nothing herein shall prohibit the Employer from assigning overtime on a given job to an employee already assigned to that job.

Overtime assignments shall be reviewed on a quarterly basis to determine whether their distribution has been equitable. If the distribution of overtime has not been equitable, overtime assignments in the succeeding quarter(s) shall be allocated in such a manner so as to equalize the distribution of overtime within a job classification.

#### **Section 4 Overtime Pay and Compensatory Time**

The employees', supervisor shall have the option of providing either overtime compensation or compensatory time off to employees who work overtime and shall notify employees accordingly on or before the payday following the performance of overtime work.

If overtime hours are compensated in cash, payment shall be made in accordance with Section 7 of the Fair Labor Standards Act for all overtime hours worked on or after April 15, 1986.

If overtime hours are compensated with time off, compensatory time shall be provided at a rate of one and one-half hours for each hour of overtime employment. For hours worked after April 15, 1986, compensatory time may be accumulated to a maximum of 480 hours. Any employee, who, after April 15, 1986, has accrued 480 hours of compensatory time off shall be paid overtime compensation for additional overtime hours of work. If compensation is paid to an employee for accrued compensatory time off, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives the compensation.

Upon termination of employment, employees who have accrued compensatory time after April 15, 1986, shall be paid for unused compensatory time at a rate of compensation not less than: (1) the average regular rate received by the employee during the last three years of the individual's employment or (2) the final regular rate received by the employee, whichever is higher.

Employees who have accrued compensatory time off after April 15, 1986, may request the use of compensatory time and shall be permitted to use such time within a reasonable time period after making the request if the use of compensatory time does not unduly disrupt the operations of the department.

## ARTICLE IX

### Tool / Clothing Allowance

- (A) The County shall provide all goggles, aprons, safety glasses and hard hats deemed by the Employer to be necessary. Employees shall be accountable for protective clothing issued to them, less normal wear and tear.
- (B) Clothing allowance shall be paid to the employee once the employee presents a receipt (or copy of receipt) to the County showing that the clothing has been purchased. Examples of allowable expenses are, but not limited to; work boots, overshoes, coveralls, insulated coveralls, coats, jackets, work gloves, rain protection.

Reimbursement for clothing allowance will be made by separate check. Clothing allowance may be paid for more than one item, but shall not exceed the total amount as provided.

#### Reimbursement:

First Year: Fifty dollars (\$50.00)  
Second Year: Fifty dollars (\$50.00)  
Third Year: Seventy five dollars (\$75.00)

## **ARTICLE X**

### **Sick Leave**

#### **Section 1 Allowance**

Employees shall be allowed twelve (12) days of sick leave per year. Sick leave shall be used in not less than one-half ( ½ ) day increments.

Employees shall have the right to accumulated unused sick leave up to a maximum of sixty (60) working days. Employees shall have sick leave credits given to them based on the above rate upon the execution of this Agreement.

Sick leave shall not accumulate during periods when an employee is absent due to sickness, injury, layoff, or when an employee is on an extended leave of absence.

#### **Section 2 Permissible Uses**

Sick leave shall be used for personal illnesses and injury, including on-the-job injury or disability, subject to the provisions set out hereinafter. Sick leave will not be allowed if an employee is injured while gainfully employed by a different Employer.

An employee may use a maximum of one (1) day of sick leave for attending routine doctor or dentist appointments.

#### **Section 3 Holiday Limitations**

Except in cases of serious confining illnesses which are certified by a physician, sick leave will not be paid on the working day immediately preceding or following a holiday.

#### **Section 4 Physician's Statement**

The Employer reserves the right to require a physician's statement for any absence of three (3) or more consecutive working days due to sickness. If the Employer suspects that sick leave is being abused, it may in its discretion require the employee suspected of abuse to provide a physician's statement for all subsequent sick leave days regardless of number, provided it first notifies the employee that he/she is suspected of abusing sick leave.

#### **Section 5 Notice to Employer**

To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible but, in any event one hour prior to the starting time of the employee's work day.

## **Section 6      Leaves for On-the-Job Injuries**

A leave of absence will be granted by the Employer to any employee for absence required as a result of on-the-job injury covered by Workmen's Compensation Insurance. During such leave, the employee at his/her option may apply his/her accumulated sick leave benefits to be prorated against the difference between his/her regular straight time wages and the compensation to which he/she is entitled under the Workmen's Compensation Law. Employees may use sick leave for the first seven calendar days of absence which are not covered by Workmen's Compensation Law.

## **ARTICLE XI**

### **Vacation Leave**

#### **Section 1      Vacation Benefits**

Subject to and in accordance with the provision of this Article, paid vacations shall be granted to employees after continuous active service pursuant to the following schedules:

- (a)      An employee in the continuous active service of the Employer for one (1) year or more as of the anniversary of his most recent date of hire shall be given one (1) week vacation with pay at his regular hourly rate.
- (b)      An employee in the continuous active service of the Employer for two (2) years or more as of the anniversary of his most recent date of hire shall be given two (2) weeks vacation with pay at his regular hourly rate.
- (c)      An employee in the continuous active service of the Employer for ten (10) years or more as of the anniversary of his most recent date of hire shall be given three (3) weeks vacation with pay at his regular hourly rate.
- (d)      An employee in the continuous active service of the Employer for eighteen (18) years or more as of the anniversary of his most recent date of hire shall be given four (4) weeks vacation with pay at this regular hourly rate.

For purposes of determining years of continuous active service, the following absences that are in excess of six months shall be deducted: layoff or an extended leave of absence.

#### **Section 2      Limitations**

The purpose of a vacation is to enable the employee to enjoy periodic rest from his regular job so that he may return to his work refreshed. The vacation year will be the individual employee's anniversary date to anniversary date. Accordingly:

- (a)      Except that an employee may carry over up to five (5) days earned, unused vacation from one vacation year to the next, vacations earned must be taken by the employee prior to the employee's next anniversary date and each employee entitled to do so must take at least five (5) days of vacation during each vacation year.
- (b)      No employee shall be entitled to vacation pay in lieu of vacation.
- (c)      Vacation must be used in increment of no less than one (1) day.

- (d) An employee whose services are terminated, except by discharge, shall receive any vacation earned and not previously taken. Such vacations shall be taken before the employee is dropped from the payroll provided that no vacation may be earned on a pro rata basis until after the employee has worked his first full year.

### **Section 3 Notification of Accrual**

Employees will be notified of their accrued vacation by March 1 of each year. The notification of accrued vacation will be final and binding upon each employee unless he/she objects in writing to the Department Head by March 10 of the year in which the notification is received.

### **Section 4 Selection**

No later than April 1 of each year each department head shall post a vacation schedule of open periods for vacations along with a notice concerning the maximum number of employees who may be on vacation at any given time. Employees shall have fifteen (15) calendar days within which to designate their choice. In the case of a conflict between designated choices within a department, seniority shall govern. At the end of said fifteen calendar day period, each department head shall designate on the posted schedule those vacation period selections which have been approved.

All remaining employees entitled to a vacation shall be granted their vacation at the time that they select provided such selection does not conflict with a vacation period previously designated by another employee, or exceed the maximum number of employees who may be on vacation at any given time, or conflict with the operation of the Employer.

During the first year of their employment, employees shall earn but shall not be permitted to take vacation, subject, however, to the following. Any employee serving a probationary period by virtue of a promotion shall be entitled to take a vacation in accordance with the provisions of this Section. All other probationary employees may, at the sole discretion of their department head, be granted the opportunity to use vacation leave for emergency purposes. The decision of the department head shall be final and binding and shall not be subject to the grievance procedure.

### **Section 5 Holidays Within Vacations**

In the event that a holiday falls within an employee's vacation period, such day will not be counted as a day of vacation.

## **ARTICLE XII**

### **Temporary Leaves of Absence**

#### **Section 1 Bereavement Leave**

A leave with pay of not more than four (4) consecutive work days per occurrence shall be granted in the event of a death in an employee's immediate family. For purposes of this section "immediate family" shall mean only the following: spouse, child, step-child, parent (including step or foster parent), mother-in-law, and father-in-law.

A leave with pay of not more than two (2) consecutive work days per occurrence shall be granted in the event of the death of an employee's brother, sister, grandfather, grandmother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild.

Funeral leave must be approved by the department head or his/her designated representative and must include the date of the funeral.

#### **Section 2 Jury Duty and Court Appearance**

Any employee who is subpoenaed for jury duty during working hours by any person or party, or who is subpoenaed by any person or party to appear in any Court of Administrative proceedings shall be provided leave with pay for such duty or appearance. Any fees received by an employee for such jury duty or appearance as a witness shall be turned over to the Employer.

#### **Section 3 Union Leave**

Employees who are authorized delegates of the local union to a State Council, State AFL-CIO, Union Seminar, or International Union Convention shall upon request be entitled to use earned vacation leave or unpaid leave for such purposes. The Employer may limit to four (4) the number of employees utilizing unpaid leave or vacation leave for this purpose and may limit to two (2) the number of employees in any given office or department utilizing unpaid leave or vacation leave for this purpose.

## **ARTICLE XIII**

### **Extended Leaves of Absence**

#### **Section 1 Duration**

In the discretion of the Employer an employee may be granted an extended leave of absence without pay not to exceed the probationary period set out herein in Article XVII.

#### **Section 2 Application**

Application for such a leave of absence must be made in writing to the Employer not less than thirty (3) days, whenever possible, before the beginning date of the leave, setting forth in writing the length of leave desired and the reasons therefore.

#### **Section 3 Union Leave**

Employees elected or selected by the Union to do full-time work for the Union or its affiliates shall, at the written request of the Union, be granted leave for a period of up to one (1) year. An employee hired to replace an employee on Union leave shall be considered probationary for the full period of the Union leave. The Employer shall not be required to grant more than two (2) employees Union leave at any give time.

#### **Section 4 Benefits During Leave**

No vacation time, sick leave, seniority, or other benefits contained in this Agreement shall accrue during the time an employee is on a leave of absence without pay.

#### **Section 5 Return Rights**

Employees returning from an extended leave of absence shall return to the job classification in which they worked prior to commencing the leave. Failure to return from an extended leave of absence may be considered by the Employer to be voluntary resignation.

## ARTICLE XIV

### Holidays

#### Section 1 Holidays Recognized

The following days shall be recognized as paid holidays and observed on the dates established by the Employer:

New Year's Day	President's Day
Arbor Day or Personal Holiday	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Thanksgiving Friday
Christmas Day	

Employee's shall be dismissed with pay for the last one half (  $\frac{1}{2}$  ) of their work day, four (4) hours of holiday pay on December 24<sup>th</sup> whenever December 24<sup>th</sup> falls on Monday, Tuesday, Wednesday, Thursday or Friday. If an employee is on a regularly scheduled leave on Christmas Eve, the employee's leave will only be charged with four (4) hours of usage for that day.

If the Employer recognizes Dr. Martin Luther King, Jr.'s birthday as a holiday for other non-bargaining unit employees during the term of this Agreement, then that holiday shall be recognized as a paid holiday for bargaining unit employees.

#### Section 2 Observance of Holidays

The Employer shall designate the day on which the holiday is to be observed except that if an aforementioned holiday falls on a Saturday, the preceding Friday will be observed as a holiday, and in an aforementioned holiday falls on a Sunday, the following Monday will be observed as the holiday.

Personal holidays will be scheduled by mutual agreement between the employee and the employee's supervisor. Requests for scheduling of a personal holiday on a day designated for religious observation (Yom Kippur, etc.) shall not be unreasonably denied. Personal holidays shall not be carried over from contract year to contract year, nor shall they be granted, if unused, to any employee upon retirement, termination or discharge. An employee shall not be granted a personal holiday during the first six (6) months of his/her employment. No employee shall be permitted to work his/her personal holiday. Personal leave may be used in increments of no less than one-half (  $\frac{1}{2}$  ) day.

#### Section 3 Eligibility for Holiday Pay

In order to be eligible for receiving holiday pay, an employee must report for work on the last scheduled work day before the holiday and on the first scheduled work day after the holiday

unless the employee is absent due to an illness which satisfies the conditions contained in Article X, Section 3, due to a funeral leave granted in accordance with Article XII, Section 1, due to a leave for jury duty or court appearance granted in accordance with Article XII, Section 2, or due to a vacation. No employee who has been laid off, or discharged, or who is under suspension, will be eligible for holiday pay.

**Section 4 Pay for Holidays**

Regular full-time employees eligible for holiday pay shall receive as holiday pay their normal rate of pay at straight time up to a maximum of eight (8) hours for any one holiday. Regular part-time employees eligible for holiday pay shall receive as holiday pay their normal rate of pay at straight time prorated based upon their average daily hours of work.

**Section 5 Holidays During Vacations**

If an observed holiday falls during an employee's vacation period, such observed holiday shall not be charged against the employee's vacation leave.

**Section 6 Overtime Pay**

Employees required to work on the day in which any holiday listed in Section 1 is observed shall receive compensation at the rate of one and one-half (1 ½ ) times their normal hourly rate of pay for the actual number of hours worked and shall receive holiday pay as set out in Section 4 hereof in addition to such overtime pay.

**Section 7 Assignment of Holiday Work**

Holiday work shall be scheduled by the Employer in a manner which will assure fair and equitable distribution of holiday work among classifications of employees required to work on a holiday. Except in cases of emergency, no employee shall be required to work more than two (2) holidays in succession unless no other employee is available to perform the required work.

## **ARTICLE XV**

### **Seniority and Layoff**

#### **Section 1 Definition of Seniority**

Seniority is defined as an employee's length of continuous service with the County from his most recent date of hire.

#### **Section 2 Seniority Records**

The seniority records for employees shall be maintained by the Employer, shall be updated annually, and shall be provided to the Union upon request. Any protest as to the correctness of the list must be made in writing to the Employer.

#### **Section 3 Termination of Seniority**

Seniority and the employment relationship shall be broken and terminated if an employee quits for any reason, is discharged, is absent from work for three consecutive working days without notification to and authorization from the Employer, is laid off and fails to report to work within fourteen (14) calendar days after having been recalled, fails to report for work at the termination of a leave of absence, accepts other employment without Employer permission while on leave of absence for personal or health reasons, or is retired. Provided further that layoff of one (1) year or less, any suspension for disciplinary purposes, absence on authorized leave with or without pay and absence while receiving temporary total disability benefits under the Nebraska Workmen's Compensation Act, not to exceed one year, shall not constitute a break or interruption in service within the meaning of this Article.

#### **Section 4 Non-Bargaining Unit Employees**

When an employee holds a non-bargaining unit position, he/she shall maintain bargaining unit seniority for a period of three (3) months after initial appointment. Following this three-month period, the employee will no longer accrue seniority, and, if the employee returns to a bargaining unit position, the employee will have restored to him/her the seniority which he/she accrued in a bargaining unit position. All other benefits which are based upon length of service shall be determined on the basis of continuous service with the County.

#### **Section 5 Preference for Regular Full-Time Employees**

No regular full-time employee shall be laid off from any classification while there are provisional, probationary, part-time, seasonal, CETA (or any newly-created agency which supersedes CETA) employees performing same or similar work under same or similar conditions as full-time employees in the same classification.

## **Section 6      Bumping Rights**

In the event an employee becomes subject to layoff in his classification, and is qualified to perform the duties in a lower or equivalent allied classification in the same department, he shall be permitted to take a position in the next lower or equivalent classification in the same department at the classification's rate of pay, and any employees in such lower or equivalent allied classifications subjected to layoff by virtue of the provisions of this Section shall be laid off in accordance with the provisions of Section 8 hereof.

## **Section 7      Return to Former Position**

Where an employee has accepted a position in a lower or equivalent classification by virtue of the provision of Section 6, he/she shall be recalled to his former position when the same becomes available in the reverse order of reduction.

## **Section 8      Layoffs**

If in the discretion of the Employer a reduction in force is necessary or appropriate, employees shall first be grouped by department and job classification. The Employer shall consider the ability to perform the work of all employees in the job classification where a reduction is to take place. If the ability to perform the work of all employees is substantially equal, seniority shall govern. If the ability to perform the work of all employees is not substantially equal, then the Employer may lay off the employee who in its discretion is considered least qualified regardless of seniority. If the Employer lays off employees other than by seniority, the Employer shall provide the reasons why in writing to the Union and the employees to be laid off.

## **Section 9      Notice of Layoff**

Employees to be laid off will be notified ten (10) working days prior to the effective date of layoff.

## **Section 10     Recall**

If employees are recalled, they shall be recalled in inverse order of layoff. It shall be the employee's responsibility to provide the Employer with his/her current address. If an employee fails to report for duty within fourteen (14) calendar days of the date on which notice of recall is postmarked, his/her recall rights shall terminate. Laid-off employees shall retain their recall rights for twelve (12) months after their last day of work prior to layoff.

## **ARTICLE XVI**

### **Transfer Procedure**

#### **Section 1 Definition of Transfer**

A “transfer” shall be defined to mean a voluntary movement from one bargaining unit position to another bargaining unit position within the same department.

#### **Section 2 Transfer Procedure**

If the Employer decides to fill a vacancy, the Employer may advertise for applicants from outside the bargaining unit, may post the vacancy and seek applicants from within the bargaining unit or may do both. If the Employer advertises and fills the vacancy from outside the bargaining unit, then this procedure shall not apply. If the Employer seeks applicants both from within and from outside the bargaining unit, then the Employer may select any applicant. If the applicant is from outside the bargaining unit, the Employer shall provide the bargaining unit applicants and the Union with a written explanation of the reason for the selection.

Transfers made from within the bargaining unit shall be made on the basis of ability to perform the work and seniority. Where ability to perform the work is relatively equal, seniority shall govern. If the Employer selects a less-senior employee, the Employer shall provide the employee and the Union with a written explanation of the reasons for the selection

If an employee transfers to a lower-rated or equally-rated job classification, the employee shall retain his/her pay step placement in the new job classification.

If an employee transfers to a higher-rated job classification, the employee shall be placed on the pay step in the new job classification which is closest to and higher than his/her pay step placement prior to transfer.

If the Employer decides to fill a vacancy from within the bargaining unit, the vacancy shall first be posted for five (5) working days, and employees who wish to apply for a transfer shall make written application for transfer within said five-day period.

## **ARTICLE XVII**

### **Probationary and Trial Periods**

#### **Section 1      New Hires**

All newly-hired employees shall serve a probationary period of six (6) months. Probationary periods shall not be extended.

#### **Section 2      Transfers**

Transferred employees shall serve a three (3) month trial period from the date of transfer. The purpose of the trial period is to determine the employee's ability and desire to perform the work. If the Employer is not satisfied with the employee's performance during the trial period or if the employee desires to return to his former position, such employee shall be reinstated to his former position without loss of seniority and at a salary not lower than that received by him/her in such former position at the time of transfer.

## **ARTICLE XVIII**

### **Union Stewards and Union Activities**

#### **Section 1 Union Stewards**

The Union shall designate two (2) Road Department employees as Union Stewards and one (1) Road Department employee as an Alternate Steward. The Union shall advise the Employer in writing of the names and the areas of responsibility of the Union Stewards and the Alternate Steward immediately upon their appointment.

#### **Section 2 Union Activities**

A Union Steward (1) shall be permitted to investigate and discuss a grievance as defined by this Agreement during working hours, but such investigation or discussion normally shall be limited to the hours of 8 a.m. to 8:30 a.m. If the investigation or discussion of a grievance cannot be accomplished between the hours of 8 a.m. and 8:30 a.m., the Union Steward may investigate or discuss a grievance at other times approved by his/her non-bargaining unit supervisor limited, however, to thirty (30) minutes. In no event shall such visits be allowed to interfere with the work of the employee.

#### **Section 3 Grievance Hearings**

The Employer shall have the right to designate the time at which a grievance hearing specified in the grievance procedure shall take place. If such time occurs during working hours, neither the Grievant nor the Union Steward shall be docked in pay for time spent in the hearing.

#### **Section 4 Union Representatives**

Representatives of the Union, other than Stewards, shall be able to come on County property for the purpose of investigating and discussing grievances and to observe contract adherence. In no event will such visits be allowed to interfere with the work of the employee.

## **ARTICLE XIX**

### **Grievance Procedure**

#### **Section 1 Definitions**

A “grievance” is a claim that there has been a violation of a provision of this Agreement.

A “grievant” is the employee, group of employees, or the Union filing the grievance.

“Days” shall mean work days.

#### **Section 2 General provision**

The number of days indicated at each step shall be considered a maximum. The time limits specified may, however, be extended by mutual written agreement.

The failure of a grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and the Employer’s failure to give a decision within the time limits shall permit the grievant to proceed to the next step.

Grievants may be represented at any step of the procedure by themselves and/or, at their option, by a representative of the Union.

#### **Section 3 First Step (Department Head)**

Within ten (10) days of the act which gives rise to a grievance, the grievant shall complete, deliver, and file the written Grievance Report Form, set forth in Appendix “B” attached, to his/her Department Head. If either party requests a hearing within seven (7) days after the grievance is filed, such hearing shall be held within fourteen (14) days after the grievance is filed.

The Department Head and the Road Committee of the Board shall make a decision on the grievance, enter such decision on the Grievance Report Form, and communicate such decision in writing to the grievant. Such action shall be taken within ten (10) days after the grievance is filed if neither party requests a hearing or within seven (7) days following the hearing.

#### **Section 4 Second Step (Board of Commissioners)**

In the even the grievance has not been satisfactorily resolved at the First Step, the grievant shall file a copy of the grievance with the Board of Commissioners within ten (10) days of the decision of the Department Head and Road Committee. If either party requests a hearing within seven (7) days after the grievance is filed, such hearing shall be held within fourteen (14) days after the grievance is filed.

The Board shall make a decision on the grievance, enter such decision on the Grievance Report Form, and communicate such decision in writing to the grievant. Such action shall be taken within ten (10) days after the grievance is filed if neither party requests a hearing or within seven (7) days following the hearing.

**Section 5      Third Step (District Court)**

If the grievance is not resolved satisfactorily at the Second Step, the matter may, with the consent of the Union, be submitted to the District Court for the State of Nebraska. In order to submit a grievance to District Court, the Union must file a petition in District Court within thirty (30) days of the receipt of the answer in the Second Step.

The decision of the District Court shall be subject to appeal to the Nebraska Supreme Court by either party in accordance with the statutes and rules governing appeals in civil cases. The decision of the District Court shall be final and binding on the parties unless it is appealed to the Nebraska Supreme Court.

Each party shall be responsible for its own attorney fees and other expenses incurred other than court costs. Court costs shall be paid as ordered by the Court.

## **ARTICLE XX**

### **Subcontracting**

It shall be the general policy of the Employer to utilize its employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of efficiency, economy, improved work product, or emergency.

Except in cases of emergency, before the Employer changes its policy involving the overall subcontracting of work in a department where such policy change amounts to a significant deviation from past practice which will result in the loss of work of any bargaining unit employees, the Employer shall consult with the Union and shall confer about the desirability of subcontracting such work. It is understood that the Employer retains the right to subcontract work.

## **ARTICLE XXI**

### **Bulletin Boards**

The Employer shall provide the Union with bulletin board space at the County Maintenance Shop in South Sioux City and the shop at Homer. Any materials posted on the bulletin boards shall not contain anything in violation of federal or state law and shall be authenticated and authorized by the local Union.

## **ARTICLE XXII**

### **Miscellaneous Provisions**

#### **Section 1      First Aid Supplies**

Reasonable first aid supplies shall be available to employees during working hours.

#### **Section 2      Mileage Reimbursement**

Employees required to use their personal car in the course of their employment shall be reimbursed at the rate established by state law.

#### **Section 3      Access to Information**

An employee is entitled to information relating to accumulated sick leave, vacation, holidays, overtime, and payroll deductions at reasonable times during the employee's non-working or working hours; however, time spent by employees obtaining such information during working hours shall be without pay. The County shall provide all employees with a report of their accumulated sick leave benefits, annual leave, and compensatory time with each paycheck.

#### **Section 4      Political Campaigns**

Employees shall not be required to contribute to any political campaign funds or services to any candidate for political office.

#### **Section 5      Construction of Terms**

Whenever the contexts of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, and the reference to any party includes its agents, officials and employees.

#### **Section 6      Savings Clause**

In the event any provision of this Agreement is held invalid by any court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

#### **Section 7      Eyeglass Reimbursement**

Employees whose eyeglasses are damaged by a work-related accident shall be reimbursed for the expenses of repair or replacement subject to the following restrictions: (a) the damage must be reported to the foreman as soon as possible after it occurs, (b) reimbursement will be limited to the portion of the eyeglasses (e.g. the lenses or the frame) that has been damaged, (c) there

shall be no reimbursement for any examination and (d) the Employer may require that the eyeglasses be repaired or replaced at a designated store.

## ARTICLE XXIII

### Wages

#### Section 1 Coverage

The pay rate for all employees covered by this Agreement shall be as set forth in Section 3 of this Article. Employees shall be paid only for hours actually worked unless otherwise provided herein.

#### Section 2 Placement

Employees who are employed by the County on the effective date of this Agreement shall be placed on the salary schedule in accordance with their job classification.

Employees hired after the effective date of this Agreement shall be placed on the salary schedule in accordance with their job rate specified in Section 3. Newly hired Operators will be paid \$1.00 per hour less than the Operator rate for the first twelve months of their employment and will be paid \$0.50 per hour less than the Operator rate for the 13<sup>th</sup> through 24<sup>th</sup> month of employment. Thereafter, Operators will be paid the regular Operator rate. However, in the discretion of the department head of the office in which they are employed, newly-hired employees may be paid the full established rate for their job classification provided they have at least four (4) years of experience performing comparable work.

#### Section 3 Pay Classification

Effective January 1, 2005, all employees shall be placed in and paid in accordance with one of the following job classifications:

Operator	\$13.77 per hour
Mechanic	\$13.77 per hour
Laborer/Truck Driver	\$12.60 per hour

All wages will be retro-active to the beginning of the contract year.

Effective January 1, 2006, all employees shall be placed in and paid in accordance with one of the following job classifications:

Operator	\$14.18 per hour
Mechanic	\$14.18 per hour
Laborer/Truck Driver	\$12.98 per hour

Effective January 1, 2007, all employees shall be placed in and paid in accordance with one of the following job classifications:

Operator	\$14.60 per hour
Mechanic	\$14.60 per hour
Laborer/Truck Driver	\$13.36 per hour

If an employee performs work in a higher-rated pay classification for eight hours or more during a work week, the employee shall be paid at the higher-rate for each hour of higher-rated work performed.

#### **Section 4 Longevity Pay**

In addition to their regular compensation, employees shall be eligible to receive longevity pay as follows: five cents per hour after five (5) years of completed service, ten cents per hour after ten (10) years of completed service, and fifteen cents per hour after fifteen (15) years of completed service.

#### **Section 5 Anniversary Date**

An employee's anniversary date shall be the most recent date on which he/she was hired by the County provided he/she has been continuously employed by the County since that date.

## **ARTICLE XXIV**

### **Insurance**

#### **Section 1 Health and Dental Insurance**

The Employer agrees to pay one hundred percent (100%) of the premium for group health insurance, including dental insurance, for individual employees with benefits equivalent to those in effect on the date of the execution of this Agreement.

#### **Section 2 Life Insurance**

The Employer agrees to pay one hundred percent (100%) of the premium for a group term life insurance program which provides a death benefit of \$10,000.

#### **Section 3 Long-Term Disability Insurance**

The Employer agrees to pay one hundred percent (100%) of the premium for a group long-term disability insurance program which provides employees with benefits at sixty percent (60%) of covered wages up to a maximum of \$3,600 per month and which includes ninety (90) calendar day waiting period.

## **ARTICLE XXV**

### **Evaluation Procedures**

#### **Section 1 Required Evaluations**

Employees will be evaluated by the Engineer at such frequency as the Engineer may determine, but not less than annually. Evaluations concerning an employee's probationary period of employment shall not be subject to the grievance procedure. After the probationary period of employment, evaluations which result in a rating of "unsatisfactory" overall shall be subject to the grievance procedure. The evaluation will be sustained unless the employee establishes that it is arbitrary, capricious or without basis in fact.

#### **Section 2 Evaluation Conference**

A conference regarding the evaluation shall be held between the employee and the Engineer following the completion of the written evaluation. A copy signed by both parties shall be given to the employee.

#### **Section 3 Employee Response**

All evaluation reports will be placed in the employee's official personnel file, and the employee will be furnished with a copy of all reports. The employee has the right to respond in writing to his performance evaluation, and such response shall become part of the evaluation report.

## **ARTICLE XXVI**

### **Safety**

#### **Section 1 Safety Committee**

A Safety Committee will be responsible for meeting regularly to evaluate department safety, make plans and recommendations, and counsel as necessary concerning the effective administration of the safety program. The Safety Committee will consist of two (2) people, with one (1) from the Employer and one (1) from the unit represented.

#### **Section 2 Alcohol and Drug Testing**

As required by law, the Employer has adopted an alcohol and drug testing policy and alcohol and drug testing procedures. At the request of either party, the alcohol and drug testing policy and procedures will be discussed by the Safety Committee.

## **ARTICLE XXVII**

### **Duration and Signature**

#### **Section 1      Duration**

This Agreement shall be effective on the date that it is signed by the last of the parties whose name appears in Section 3 hereof, and shall continue in effect until December 31, 2007.

#### **Section 2      Procedure for Renegotiation**

Any party seeking a continuation or modification of this Agreement following its expiration shall cause a written notice to be served by ordinary mail on the other party postmarked on or before March 14, 2007. If any party seeks continuation or modification of this Agreement, then bargaining shall begin no later than April 1, 2007 and either party may offer any modification of the Agreement that they deem appropriate.

It is also agreed by the County of Dakota and AFSCME Local 251 that at any time during the lifetime of this Agreement that either party upon written notice may express their desire to modify portions of this Agreement. It is further understood that negotiations may be reopened only by mutual agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below

For the Employer:

For the Union:

Dakota County Board of  
Commissioners

Nebraska Public Employees, Local 251  
AFSCME

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# APPENDIX A

## AFSCME Local 251, AFL-CIO Authorization for Payroll Deduction of Dues

Effective \_\_\_\_\_, I hereby request and authorize you to deduct from my earnings each payroll period an amount sufficient to provide for the regular payment of the dues established by AFSCME Local Union No. 251. The amount shall be certified by said Local Union and any changes in such amount shall also be certified. The amount deducted shall be paid to AFSCME Local No. 251. This authorization may be terminated by me within a 10-day period preceding July 1 of each year and at no other time during the year by written notice to Local 251. I also hereby designate AFSCME Local No. 251, AFL-CIO, as my duly chosen and authorized representative on matters relating to my employment in order to promote and protect my economic welfare.

X \_\_\_\_\_  
(Employee's Signature) Date Card Signed

Social Security No. \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINT OR TYPE:

\_\_\_\_\_  
Last Name First Middle Initial

\_\_\_\_\_  
Street Address City State Zip Code

\_\_\_\_\_  
Home Phone Work Phone

\_\_\_\_\_  
Employer, Department/Division Job Classification

## **APPENDIX B**

This statement of grievance is to be made out in triplicate. All three are to be signed by the employee and/or the AFSCME representative handling the case.

Original to: \_\_\_\_\_

Copy: \_\_\_\_\_

Copy: One copy of this grievance and its disposition to be kept in grievance file of the Local Union.