

COLLECTIVE BARGAINING AGREEMENT BETWEEN

NEBRASKA PUBLIC EMPLOYEES
LOCAL 251

REPRESENTING

NEMAHA COUNTY ROAD/HIGHWAY EMPLOYEES

AND

THE COUNTY OF NEMAHA, NEBRASKA

July 1, 2004 — June 30, 2007

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ARTICLE 1 – PREAMBLE

- 1.1 This Contract made and entered into this 1st day of July, 2001, at Omaha, Nebraska, pursuant to the provisions of Chapter 48, Reissue Revised Statutes of Nebraska, 1943 (R.R.S.) by and between the County of Nemaha, Nebraska (herein after referred to as the County) and the Nebraska Public Employees, Local #251 of the American Federation of State, County and Municipal Employees (hereinafter referred to as the Union), as representative of employees, except as modified by Article 2.2, employed by the County of Nemaha Roads/Highway Department.
- 1.2 The parties acknowledge that during the negotiations which resulted in this contract, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. Therefore, the County and the Union, for the duration of this Contract, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Contract. This Contract may only be amended during its term by the parties' mutual agreement in writing.
- 1.3 The County agrees that prior to making any change in terms and conditions of employment which are mandatory subjects of bargaining and not otherwise covered by this Contract, to meet and bargain with the Union in an attempt to reach an agreement.
- 1.4 Newly established work rules, practices, agreements, or amendments thereto, shall be reduced to writing and furnished to the Union at least seven calendar days prior to the effective date of the rule. The County agrees to only establish or amend work rules, practices, and agreements in a reasonable manner. For purposes of this Article, work rules, practices, and agreements are defined as and limited to rules promulgated by the County within its discretion which regulate the job related conduct of employees. Work rules, practices, agreements, or amendments thereto, shall not conflict with the terms of this Contract. Work rules, practices, agreements, or amendments thereto, shall be available, upon request, to bargaining unit employees. Upon request specified work rules, practices, agreements, or amendments thereto, will be provided to the Union.
- 1.5 The County shall insure that all employees are equally treated with respect and dignity and are afforded the right of privacy when being counseled on performance issues.

ARTICLE 2 - TERM OF CONTRACT

- 2.1 The terms and conditions of this contract shall continue in full force and effect commencing on July 1, 2004 and terminating on June 30, 2007, unless the parties mutually agree in writing to extend any or all of the terms of this contract.
- 2.2 Negotiations for a new contract may be initiated by either party no sooner than 120 days prior to the expiration of this contract.

ARTICLE 3 - DEFINITIONS

- 3.1 COUNTY. The County is Nemaha County. As used herein, reference to "County" shall also include "County Commissioner(s)" as appropriate.
- 3.2 SUPERVISOR. A supervisor is herein defined as any employee having authority, in the interest of the County, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other employees, or responsibly direct them or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.
- 3.3 FOREMAN. A foreman is herein defined as a designated employee having authority to supervise and direct the activities of the road crew. The Foreman plans and coordinates the use of manpower, equipment and materials used in Road Department projects. The Foreman performs all of the duties of the Road Crew.
- 3.4 FULL-TIME EMPLOYEE. A full-time employee is herein defined as an employee who is regularly scheduled to work 40 hours or more per week on a year-round basis.
- 3.5 TEMPORARY EMPLOYEE. A temporary employee is herein defined as an employee who is not a full-time employee and who works less than 25 hours per week or works less than on a year-round basis. Temporary employee shall also include any employee who is hired for a specific period of time or to fill in for an employee on leave, regardless of how many hours they work.
- 3.6 DATE OF EMPLOYMENT. For the purposes of determining the anniversary date of employment only, the date of employment shall be deemed to be the first day the employee performs the duties for which he was hired.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 All Management rights, powers, functions, responsibilities and authority not specifically limited by the express terms of this Agreement are retained by the County and remain exclusively within the rights of the County and nothing contained herein shall be construed or interpreted to restrict, limit or impair the rights, powers and authority of the County heretofore possessed and hereafter granted by virtue of law, regulations or resolutions. These rights, powers and authorities shall include, but not be limited to, the right to manage and supervise all of its operations and establish work rules, regulations and other terms and conditions of employment, not inconsistent with the specific term of this Agreement.
- 4.2 In addition to all powers, duties, and rights of the County established by constitutional provision, statute, ordinance, charter, or special act, the Unions recognizes the powers, duties, and rights which belong solely, exclusively, and without limitation to the County, to-wit:
- (a) The right to manage the County'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 terminate operations of the County;
 - (e) The right to determine the size and location of the county'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 employees to observe rules and regulations set forth by the County;
 - (i) 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 5 - RECOGNITION AND UNION SECURITY

- 5.1 The County recognizes the Union as the exclusive collective bargaining agent for employees as certified by the Nebraska Commission of Industrial Relations (CIR) as set forth in Appendix A. The County will not during the life of this Agreement bargain with any group of employees or with any other employee organization with respect to terms and conditions of employment covered by this Agreement, which are considered to be mandatory subjects of collective bargaining.
- 5.2 The County and the Union agree that for purposes of administration, this Contract shall pertain to bargaining unit employees who occupy the position class titles set forth specifically in Appendix A, except for temporary employees and employees occupying positions identified as supervisory or confidential either as agreed upon by the County and the Union or as identified at any time by the Commission of Industrial Relations or court of proper jurisdiction.
- 5.3 In accordance with Section 48-837 of the Nebraska State Statutes, employees shall have the right to join and participate in, or to refrain from joining and participating in the Union. There shall be no interference, restraint or coercion by the County or the Union against any employee because of membership or non-membership in the Union, or for exercising their rights under this Contract.
- 5.4 The County shall notify the Union of newly created classes and classification changes. If the parties are unable to reach agreement as to the inclusion or exclusion of a new classification from the bargaining unit, they shall submit such classifications to the CIR for unit clarification.
- 5.5 Dues Deduction: Upon receipt, by the Nemaha County Clerk, of a voluntary, written, individual authorization form from any of its employees covered by this Contract, on forms provided by the Union, the County will deduct from the pay owed such employee those dues required as the employee's membership dues in the Union.
- 5.6 Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the Nemaha County Clerk. Deductions shall be made only when the employee has sufficient earnings to cover deductions for social security, federal taxes, state taxes, retirement, health insurance, and life insurance. Deductions shall be in such amount as shall be certified to the County in writing by the authorized representative of the Union.
- 5.7 Those employees who wish dues deductions to stop, shall deliver to the County Clerk, a written request, signed by the employee, requesting that the Union dues deduction be discontinued. The notice to stop withholding Union Dues shall be effective only as to membership dues becoming due after the date of delivery of

such notice. The County Clerk upon receiving such a notice shall indicate which employee has terminated the payroll dues deduction upon the next dues report submitted to the Union pursuant to paragraph 5.9, and the County will supply a photocopy of the request to the Union.

- 5.8 No other employee labor organization shall be granted or allowed to maintain payroll deduction for employees covered by this Contract.
- 5.9 The County shall submit to the Union a monthly "Deduction Report", in paper format, listing the employees with Union dues deductions.
- 5.10 The Union shall indemnify the County and hold it harmless against any and all claims, demands, suits or other forms of liability, including Attorney's Fees that may arise out of or by reason of, any action taken by the County for the purpose of complying with the provisions of section 5.5 through 5.9.
- 5.11 Bulletin Boards: The union shall be afforded bulletin boards to be used for posting of general employee information at all county road facilities.
- 5.12 Union Stewards, as defined in Article 5, whose names have been certified to the County in writing, may, during non-work time, post Union notices on the such bulletin board supplied. Material to be placed on the bulletin boards shall be limited to notice of the Union's recreational, education and social affairs, notices of Union elections, appointments and results of Union elections and notices of Union meetings. All notices other than those listed above shall be presented to the County or their designee for approval. The County shall provide notice of the decision within three work days. Such notices, if approved, shall indicate both posting and removal dates. The Union will be responsible for posting and removal of all Union notices.
- 5.13 Union Staff Activity: The County agrees that non-employee representatives of the Union (Union employees), provided they have been certified in writing to the County, and have first obtained permission from the County or their designated representatives (permission shall not be unreasonably denied), and while accompanied by a County Employee, shall be allowed during working hours on the County's premises, with no harassment to:
 - a. Post Union notices on designated bulletin board space as prescribed elsewhere in this Article (Stewards and/or Union Officers may do so only during non-work time.);
 - b. Attend meetings scheduled as provided in the grievance procedure of this Contract;
 - c. Consult with the County;

- d. Consult with local Union Officers or Stewards, after such employees receive permission from the first level of supervision outside the bargaining unit, concerning the enforcement of any provisions of this Contract and be provided a private meeting room, if requested, and if available. Permission will not be withheld if the meeting would not unduly disrupt operations.

The County agrees that non-employee representatives of the Union (Union employees) shall be allowed, prior to work hours, during lunch break, and after hours to meet with employees in work areas. The County agrees that non-employee representatives of the Union (Union employee) shall be allowed to consult with local Union officers or Stewards in work areas, prior to work hours, during lunch break, and after hours.

- 5.14 At the beginning of each quarter, the County will provide the Union with a printed list, at the Union's expense, containing the names, home mailing addresses, class title, class codes, and work sites of all transferred, demoted or promoted Bargaining Unit Members. This information shall not be released with regard to non-union dues paying members until said members of the Bargaining Unit have executed a waiver for the release of such information. The Union agrees to keep this list confidential.

ARTICLE 6 - WORK SCHEDULE

- 6.1 Work schedules are defined as an employees assigned hours, days of the week, days off and shift.
- 6.2 The County shall provide ten work days written notice to the affected employees prior to making changes in their permanent work schedules, except when requested or agreed to by the Employee or in cases of emergency or bad weather. (An emergency is defined as an unexpected unforeseen or unanticipated event). Non-permanent work schedule changes may be made by the County in order to respond to emergency staffing needs. At an employee's request, the reason for permanent change of schedule will be provided.
- 6.3 Meal Periods: All employees shall be granted an unpaid meal period of thirty (30) minutes during each work day for lunch or dinner. Employees are completely relieved from duty during this time and are not compensated for the meal period. Where practicable, the County will attempt to schedule the meal period at approximately the middle of each shift.
- 6.4 Rest Periods: All employees shall be granted a fifteen (15) minute paid rest period during each one half shift. The rest period shall be scheduled at approximately the middle of each one half shift, if possible.
- 6.5 Call-Back Time/Call—In: Employees eligible for overtime who are called back for duty or called in on the employee's day off will be guaranteed a minimum of two hours at the appropriate rate of pay. This provision shall not be construed so as to provide for additional compensation if the employee is recalled back for duty within the original two hour period, except that employees who are called back to work in excess of two hours will be paid for actual time worked. To qualify for call-in compensation, the time worked cannot be contiguous to the end of an employee's scheduled work shift.
- 6.6 Meal and Lodging Reimbursement: Employees who are required to travel shall be compensated for meals and lodging according to what is reasonable and customary given the geographic location, if the travel required by the County is during a meal time or would require an overnight stay.
- 6.7 Work Week: The regular work week shall be forty (40) hours. Monday thru Friday, eight (8) hours per day, 7:00 A.M. to 11:00 A.M. and 11:30 A.M. to 3:30 P.M. Nothing in this article shall be construed as a guarantee of hours.

ARTICLE 7 - WAGE ADMINISTRATION

- 7.1 By this reference, the job classifications and wage rates set forth in the attached "Appendix A" are incorporated herein and made a part of this agreement.
- 7.2 All new employees will be hired at 77.26 percent of the maximum rate of pay for the job classification they were hired.

Maximum rate of pay for the following fiscal years:

<u>Road Crew</u>			<u>Foremen</u>		
2004-2005	(3%)	\$12.42	2004-2005	(3%)	\$14.03
2005-2006	(3%)	\$12.70	2005-2006	(3%)	\$14.45
2006-2007	(3%)	\$13.17	2006-2007	(3%)	\$14.88

All wages retroactive back to July 1, 2004.

- 7.3 Upon completion of three (3) months service, the new employee's pay will be increased to 88 percent of the top rate of pay for their job classification. On the anniversary of the employees release from probation, the employees' wages shall be increased by 2.4 percent per year until they have reached the top rate of pay for their classification (5 years)
- 7.4 The Commissioners have the right upon a majority vote, to advance a newly hired employee from the probationary pay rate to the maximum pay rate upon completion of the three (3) months probationary period if the newly hired employee shows the ability to perform all the duties required for his position.
- 7.5 The County will continue existing practices concerning pay periods and pay days for the term of this contract.

ARTICLE 8 - OVERTIME

- 8.1 Regular Rate. The regular rate of pay for an employee shall be as set forth in Article 7.
- 8.2 Overtime rate. Work performed in excess of forty (40) hours per week by an employee shall be compensated by granting compensatory time off to the employee at 1 ½ hours for each hour of overtime actually worked.
- 8.3 Compensatory Time. Compensatory time may be accumulated to a maximum of 240 hours. Any employee who has accrued 240 hours of compensatory time off shall be paid overtime pay for additional overtime hours. 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.

Employees who have accrued compensatory time off 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. Comp-time shall not be unreasonably withheld.

- 8.4 Partial Hours. All hours including partial hours of work performed by an employee outside his regular shift shall be calculated as overtime and on six (6) minute increments.

For the purpose of time keeping, Nemaha County can, in its discretion, supply each shop with a time clock which will keep time based upon tenths of hours.

Each employee shall check in when reporting for work and check out when leaving work. If time clocks have been installed, each employee shall insert their own card in the time clock for recording. If no time clock is provided, each employee shall fill out his own time card noting the time accurately. No person shall complete any other employee's time card, by time clock or otherwise, without specific approval by the Supervisor. Violation of this article may subject the employee so completing the time card and the employee whose card is so completed to immediate dismissal. No employee shall record a commencement time for employment on their time card more than three (3) minutes before the beginning of the employee's scheduled working time.

- 8.5 On Call. The parties acknowledge that no work is performed by an employee when he is on call unless he is required to report for duty and no pay shall be given to an employee for being on call.
- 8.6 Overtime shall not be pyramided, compounded or paid twice for the same hours.

- 8.7 There shall be no payments of overtime for hours not worked.
- 8.8 No employee shall be compensated for overtime work unless such work has been approved by the employee's supervisor or his/her designated representative.
- 8.9 Overtime will be assigned to the employee or employees regularly performing the work during the regular shift. In the event such employee or employees are unable to work the overtime it will be assigned on a rotating basis according to seniority within the affected job classification.
- 8.10 Overtime which is not contiguous to the regular shift will be offered on a rotating basis based on seniority, to those employees who have performed the work to be done in the past.
- 8.11 Those hours during a workweek for which an employee receives holiday, vacation, or sick leave pay will not be considered hours worked for the purpose of computing weekly overtime pay unless for holiday actually worked.
- 8.12 In the event the County requires in-service training of employees, such training will be considered as work time and the employees paid accordingly.

ARTICLE 9 - AUTHORIZED LEAVE

9.1.1 Holidays: The following holidays are compensated holidays for employees in the bargaining unit:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
President's Day	Veteran's Day
Arbor Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

9.2 Weekend Holidays: When a holiday falls on the first day of an employee's weekend, it shall be observed on the preceding day. When a holiday falls on the last day of an employee's weekend, it shall be observed on the following day.

9.3 Work on a Holiday. In addition to normal holiday pay, hours worked by an overtime eligible employee on an actual or observed holiday shall be compensated as overtime hours or the employee may elect to receive regular pay only and take the holiday leave at a later date.

9.4 Vacation Leave. All full time employees shall be eligible for paid annual leave after one year of continuous full time employment. Annual leave shall be earned in accordance with the schedule set forth. For the purposes of this article, a day shall be deemed to be eight (8) hours.

After	1 year of employment	5 days
After	2 years of employment	6 days
After	3 years of employment	7 days
After	4 years of employment	8 days
After	5 years of employment	9 days
After	6 years of employment	10 days
After	7 years of employment	11 days
After	8 years of employment	12 days
After	9 years of employment	13 days
After	10 years of employment	14 days
After	11 years of employment	15 days
After	12 years of employment	16 days
After	13 years of employment	17 days
After	14 years of employment	18 days
After	15 years of employment	19 days
After	16 years of employment	20 days
After	17 years of employment	20 days
After	18 years of employment	20 days
After	19 years of employment	20 days
After	20 years of employment	20 days

Eligibility for annual leave shall be determined by employment date and each anniversary thereafter. In the event an employee ceases to be a full time employee for any reason, the employee shall earn vacation leave in proportioned to time worked for that employment year and in accordance with his years of employment. Annual leave shall not accrue to any employee on any leave of absence, suspension, or lay off.

9.5 The County shall determine the number of employees that may be on vacation at any one time. No employee may carry over or accumulate more than seven (7) vacation days from year to year.

9.6 Instructions and rules for scheduling vacations:

Vacation shall not be bid according to seniority and will be awarded based upon the date the request for vacation is submitted. The County reserves the right to approve or disapprove the request based upon the work load and the vacation load. Requests for vacation shall not be unreasonably withheld by the County. All requests for vacation should be submitted on the form provided by the County five (5) or more working days prior to when the vacation is to commence.

Unscheduled vacations shall be requested in writing no less than five (5) workdays prior to the beginning of the vacation period and shall be approved or disapproved at the option of the County giving consideration to the work load and vacation load.

Vacation shall be taken as requested and approved unless a written request for cancellation from the employee is received at least twenty-five (25) hours prior to the start of the vacation period and the cancellation is approved by the County. The cancellation approval shall be at the option of the County, giving consideration to the work load and vacation load.

9.7 Vacation Leave Payment: Employees who leave employment shall be paid for any unused accumulated vacation leave earned, calculated on their current base hourly rate. Pay for the unused accumulated vacation leave shall be in a lump sum in addition to the employee's last paycheck.

9.8 Sick Leave: Full-time employees earn one (1) day of sick leave per month.

9.9 The following conditions are valid reasons that sick leave may be used:

a. When an employee is unable to perform his/her duties because of sickness, disability, injury, or when an employee's presence at work jeopardizes the health of others by exposing them to a contagious disease.

- b. When the illness, disability, injury or major surgery of an immediate family member requires the employee's presence. The immediate family shall be considered as: spouse, children, parents, and others bearing the same relationship to the employee's spouse. At the County's discretion, the definition of immediate family may be broadened.
 - c. When an employee schedules medical, surgical, dental or optical examinations or treatment, or when the employee must seek emergency medical treatment.
- 9.10 Request for Sick Leave: Sick leave shall be requested in advance when possible. Such request shall be answered within 48 hours. In the case of illness, injury, emergency or any other absence not approved in advance, the employee should inform the first level of supervision outside the bargaining unit of the circumstances as soon as possible. An employee may be required to submit substantiating evidence when the reason for the leave request was a medical or dental appointment. Substantiating evidence may be required if the sick leave absence exceeds three consecutive workdays.
- 9.11 Sick leave may be denied when the employee fails to substantiate the legitimate use of sick leave.
- 9.12 No employee shall have more than 120 days sick leave accumulated on December 31 of each calendar year. Sick leave above 120 days at the end of business on December 31 of each calendar year shall be forfeited. Twenty Five (25) percent up to 53 days of the sick leave accrued on the date of separation shall be paid to the employee at the employee's current wage.
- 9.13 Employees returning to work after a break in service of less than one calendar year shall have their accumulated unused and unpaid (section 9.12) sick leave balance reinstated. Employees returned to work after a break in service of more than one calendar year shall start with a zero sick leave balance and shall be considered to be new employees.
- 9.14 Bereavement Leave: Three days of bereavement leave shall be granted to employees upon request for death in the immediate family. For purposes of this section, immediate family shall mean spouse, father, mother, grandfather, grandmother, sister, brother, child, grandchild, spouse of any of these or someone who bears a similar relationship to the spouse of the employee. Step-persons bearing these relationships are included. At the County's discretion, the definition of immediate family maybe expanded to include other individuals with similar personal relationship to the employee as that of an immediate family member.
- 9.15 Job Related Disability: All employees who are disabled as a result of a job-related injury or disease shall be granted sick leave in accordance with the sick

leave provisions of this Article until Workers' Compensation coverage begins. Disability shall mean that the employee is unable to perform the tasks usually encountered in the employee's job category due to a job related disability or treatment for a job related disability.

- a. Any job related injury or disease shall be reported to the proper authority as soon as possible.
- b. No employee shall receive a salary and workers' compensation benefits at the same time.
- c. Health insurance with the appropriate County contribution will be paid during an absence under workers' compensation after all accrued leave and compensatory time has been depleted.

9.16 Military Leave: Military leave shall be granted in accordance with applicable federal and state laws.

9.17 Civil Leave: All employees shall be eligible for paid civil leave under the following conditions;

- a. Jury Duty: If an employee is called to serve as a juror, he/she shall be entitled to paid civil leave. The employee will be paid their regular salary and the employee will be required to surrender his jury pay and reimbursements received to the County.
- b. Court Appearances: Time spent by employees appearing in court as a function of their job shall be considered as hours worked. All witness fees and reimbursements received as a result of these court appearances shall be returned to the County. Employees attending courts as a plaintiff, defendant or witness on non-work related matters, may use vacation leave or earned compensatory time. In the event the employee is subpoenaed for non-work related matters and does not have vacation leave or compensatory time the County shall grant a leave of absence. Any witness fees paid to the employee for these court appearances shall be kept by the employee.

9.18 Leave of Absence: The County may grant employees an unpaid leave of absence, not to exceed one year (time limit does not apply to military service and some worker's compensation cases), when such absences will not interfere with the best interest of the County. Under unusual circumstances this time may be extended by the County. Written requests for leaves of absence will be considered for such things as temporary disabilities, educational purposes, or other uses. The leave of absence when granted, shall be in writing and detail the employment conditions that will be in effect at the end of the absence. Vacation leave shall not be required to be exhausted prior to such request.

- 9.19 During the leave of absence, the temporarily vacated position may be filled by either employing a temporary employee or assigning another qualified employee to assume the duties of the position.
- 9.20 Sick and vacation leave earned but unused prior to leave of absence will be carried forward upon the employee's return.
- 9.21 The employee's service date shall be adjusted for non-pay absences in excess of fourteen calendar days, except when an employee is still eligible for worker's compensation payments.

ARTICLE 10 - INSURANCE

10.1 Health Insurance

- A) The County shall continue to provide the existing or improved health insurance coverage during the life of this contract. The County reserves the right to change carriers upon notification to the Union. The County will self insure the deductible on the new plan for all county employees, including the road employees.
- B) The County agrees to provide and pay 100% of the single premium cost for health insurance for all regular full-time employees in the bargaining unit. The County agrees to pay 50 percent of the family premium cost for health insurance for all regular full-time employees in the bargaining unit electing such coverage, with the employee paying the balance through payroll deduction.
- C) The County will provide a \$6,000.00 group life insurance policy for each full time employee. The full cost will be borne solely by the County.

ARTICLE 11- TRANSFERS, PROMOTIONS, AND

FILLING VACANT POSITIONS

- 11.1 Posting Job Vacancies. All permanent vacancies within the bargaining unit classifications covered by the Agreement shall be posted on appropriate bulletin boards for a period of five (5) working day, during which time interested employees may apply for such openings.

ARTICLE 12 - UNION STEWARDS

- 12.1 Employees within the bargaining unit shall be represented by a Steward(s) in the manner set forth in this Article. Employees, however, shall have the option of representing themselves. The Union shall furnish management a list of the Steward(s)' names and their assigned areas and shall keep a list current at all times. Alternate Stewards may be appointed by the Local Union to serve in the absence of the regular Steward(s)
- 12.2 When requested by an employee, a Steward may investigate any formal grievance in his assigned work-area and assist in its presentation. The Steward shall be allowed time during working hours in accordance with Section 4 of this Article upon notification and approval of County or the County's designated representative; provided however, the County shall not unreasonably withhold approval. It is understood that the Union Representative may substitute for the Steward at any hearing in the grievance procedure.
- 12.3 When an employee presents his own grievance without intervention of a Union Steward, the Steward shall be given an opportunity to be present, and shall be allowed the time therefore, in accordance with Section 4 of this Article, upon notification and approval of County or the County's designated representative; provided, however, the County shall not unreasonably withhold approval.
- 12.4 Stewards who use time during their regular shift hours for investigating formal grievances filed with the Commissioners in Step 2 of the grievance procedure or attending formal grievance meetings will be paid their regular hourly rate for such time used but not to exceed a total of three (3) hours per week. All Stewards will be considered on a regular eight (8) hour shift as far as grievance pay is concerned. A Steward who spends time representing an employee at a Board hearing shall be paid for time spent during his regular shift at his regular rate.
- 12.5 No Steward shall leave his regularly assigned work in order to investigate a formal grievance without first obtaining approval of the County or the County's designated representative and provided further, such approval shall not be unreasonably withheld.

ARTICLE 13 - GRIEVANCE PROCEDURE

- 13.1 A grievance is a written complaint alleging a violation involving the application and interpretation of the provisions of this labor contract.
- 13.2 Grievance Form. In reducing a grievance to writing, the following information must be stated with reasonable clearness: the nature of the grievance, the acts or omissions, the date of the acts, or omissions, the identity of the party or parties who claim to be aggrieved, the identity of the party or parties alleged to have caused the grievance, the provisions of this contract which are alleged to have been violated, and the remedy sought.
- 13.3 Any bargaining unit employee shall have the right to meet and adjust his/her individual complaint with the County.
- 13.4 Time Limits. The time limits provided for in this Article shall be strictly construed. The failure of the employee to meet the time limits provided, shall result in the dismissal of the employee's grievance. Failure of the County to give a decision within the time limits shall permit the employee to proceed to the next step. The time limits and/or steps listed in this Article may be extended or waived at any step of the grievance procedure by written mutual agreement of the parties or their designated representatives.
- 13.5 Time Computation. In computing any period of time prescribed in this Article, the date of the acts, event or default from which the designated period of time begins to run shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday, or legal federal or state or contractual holiday, in which event the period extends until the end of the next day which is not a Saturday, Sunday, or legal federal or state or contractual holiday.
- 13.6 A grievance initiated by a bargaining unit member or by the Union on behalf of a bargaining unit member shall be handled in the following manner:

(a) Step 1.

An employee grievant shall, within seven (7) days of the occurrence of the alleged grievance, attempt to resolve the matter with the supervising commissioner for the district. The grieving employee shall have the right to be accompanied by the Union Steward or other Union representatives.

(b) Step 2.

Within twenty-one (21) workdays of the occurrence of the grieved action or from the day the employee should have known about the grievance the employee shall present a formal written grievance on a provided grievance form to the

County Board or their designee either by hand delivery or through the U.S. Postal Service.

The County Board shall confer, unless the employee is unavailable, with the grievant either in person or by telephone, then reply in writing on the grievance form (or an attachment) within ten work days of delivery of the grievance. The County Board shall be responsible for consulting with all necessary levels of supervision in preparation of his/her written response to the grievant.

(c) Step 3.

Within fifteen workdays of receipt of the decision in Step 2, the grievant may appeal said decision through voluntary binding arbitration. Cases where the grievant chooses not to participate in voluntary binding arbitration may be processed through the Nemaha County District Court.

- 13.7 All grievances filed by the County shall be presented to the employee involved or Union depending upon whom the offending party is. In all circumstances, a copy of the grievance will be given to the Union as a courtesy. The offending party and/or Union will have 7 days to respond to the grievance and resolve the matter on an informal basis. If, after 7 days, no resolution has occurred, the Commissioners may within twenty-one (21) work days to take the matter to voluntary binding arbitration or to file in the District Court of Nemaha County, Nebraska.
- 13.8 The arbitrator's scope of review shall be to determine whether or not a term(s) of this Contract has/have been violated, and whether the County's action was taken in good faith and for cause. Each party shall be accorded the opportunity to present testimony, exhibits and other evidence at such hearing on the said grievance. Arbitration hearings shall be informal and the rules of evidence shall not apply. In cases involving discipline, the County shall present its case first, and in all other cases the grievant shall present his/her case first. The decision of the arbitrator shall be final and may not be appealed. The arbitrator shall decide the grievance in question based upon the issues presented in the written grievance filed pursuant to the grievance procedure. The arbitrator may interpret relevant provisions of this Contract and apply them to the particular case presented to him/her, but the arbitrator shall have no authority to add to, subtract from, or in any way modify the term of this Contract or any agreements made supplementary hereto. The arbitrator shall have the authority to order reinstatement and to award back pay. The fees and expenses of an arbitrator employed shall be borne equally by the parties. Arbitrators shall be selected from lists supplied by the Federal Department of Labor or developed by the parties and mutually agreed upon by the parties. If the parties cannot agree upon an arbitrator, a method of alternate striking of names shall be employed.
- 13.9 The decision of the arbitrator shall be made in writing within forty (40) workdays

of the hearing and shall be accompanied by findings of fact and conclusions of law. The findings of fact shall consist of a concise statement of the conclusions upon each contested issue of fact. Parties to the proceeding shall be notified of the decision and order in person or by mail. A copy of the decision and order and accompanying findings and conclusions shall be delivered or mailed to each party.

- 13.10 In all grievances where the Union is representing an employee, the County shall not discuss the grievance with the employee without the Union present.

ARTICLE 14 - DISCIPLINE OR INVESTIGATORY SUSPENSION

14.1 Any action which reflects discredit upon the service or is a direct hindrance to the effective county government functions shall be considered good cause for disciplinary action. The following are declared to be good cause for disciplinary action against any employee though charges may be based upon causes and complaints other than those listed:

(A) Minor Violations:

- (1) Engaging in horse play, running, scuffling, or throwing objects during work hours.
- (2) Failure to observe traffic regulations while operating a County vehicle.
- (3) Failure to perform job in a satisfactory manner.
- (4) Failure to report absenteeism to Supervisor twenty (20) minutes prior to start of regular work shift absent justifiable cause.
- (5) Failure to follow County job instructions, whether verbal or written.
- (6) Vending, soliciting, or collecting contributions for any purpose on County premises at any work location unless authorized by the District County Commissioner or his designated representative.
- (7) Distributing written or printed material of any description during working hours unless authorized by the District County Commissioners or his designated representative.
- (8) Posting, altering, or removing any matter on bulletin boards on County property unless specifically authorized.
- (9) Make false, vicious, or malicious written statements about any employee or the County.
- (10) Failure to punch out when leaving work at regular quitting time.
- (11) Causing minor damage to material or equipment due to carelessness or negligence.
- (12) Reporting late for work absent justifiable cause.

Disciplinary action for the foregoing minor violations shall be as follows:

- 1st offense: verbal reprimand
- 2nd offense: written reprimand
- 3rd offense: 3 work day suspension without pay
- 4th offense: 5 work day suspension without pay
- 5th offense: discharge

Notice of a verbal reprimand and any other written penalties shall be noted and placed in the offending employee's disciplinary file. After three years from the date of the imposition of the penalty, the notice or formal penalty may be removed from the disciplinary file upon the employee's request.

(B) Major Violation

- (13) Failure to report to work absent justifiable cause.
- (14) Leaving work area during working hours without permission, except in cases of emergency.
- (15) Violating a posted or published safety rule or safety practice of a serious nature.
- (16) Smoking in restricted or posted area or where smoking would create a hazard.
- (17) Sleeping on the job during working hours.
- (18) Causing any damage to public and/or private property, material or equipment exceeding the amount \$2,000.00.
- (19) Using County equipment or supplies for a personal use or performing personal services during working hours.
- (20) Gambling on County premises.

Disciplinary action for the foregoing major violations shall be as follows:

- 1st offense: 1 work day suspension without pay
- 2nd offense: 3 work day suspension without pay
- 3rd offense: 5 work day suspension without pay
- 4th offense: discharge

Notice of penalties for major violations shall remain in the offending employee's disciplinary file permanently.

A combination of four (4) minor violations or two (2) major violations shall subject the employee to further disciplinary action, up to and including discharge. A combination of two (2) minor violations and one (1) major violation shall subject the employee to further disciplinary action.

(C) Gross Violations

- (20) Gross insubordination.
- (21) Provoking or instigating fighting during working hours or at any work location.
- (22) Falsifying County records.
- (23) Knowingly punching another employee's time card or having one's time card punched by another when the employee is not actually working.
- (24) Possessing firearms, or dangerous weapons in County buildings in violation of State or Federal Law.
- (25) Theft of any County, government, or employee property.
- (26) Reporting for work under the influence of drugs unless authorized by a physician or using drugs on County time unless authorized by a physician.
- (27) Reporting for work under the influence of alcohol or controlled substance.

The County shall have the right to require an employee to submit to a recognized drug and/or alcoholic testing method. As used herein, under the influence of alcohol means the employee has four one-hundredths (.04) of 1% or more by weight of alcohol in his body fluid as shown by a recognized method of alcohol testing.

- (28) Drinking any alcoholic beverage while on County time or during working hours.
- (29) Immoral conduct or indecency.
- (30) Threatening, intimidating, coercing or interfering with fellow employees during working hours.
- (31) offensive conduct toward the public.
- (32) Violating any State or Federal Criminal law while on County Time.

Disciplinary action for the foregoing gross violations shall be:

1st offense: discharge

The prescribed penalties in the above enumerated work rules of this Article shall not be changed, altered or modified for the duration of this Agreement except by mutual consent of the parties.

- 14.2 An employee shall be disciplined in accordance with this labor contract. Discipline will be based upon just cause and will in no case be effective until the employee has received written notice of the allegations, describing in detail the issue involved, the date the alleged violation took place, the specific section or sections of the contract or work rules involved, except in emergency or critical situations where oral notice shall suffice, and the employee has had an opportunity to present justification of their actions at a pre-discipline meeting. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the grievance procedure when it is in violation of the term of this contract. The level of discipline imposed shall be based on the nature and severity of the infraction. The County shall not discipline an employee without cause, recognizing and considering progressive discipline.
- 14.3 When the County determines that an employee must be removed from a current work assignment pending the completion of an investigation by the County to determine if disciplinary action is warranted, the County may:
 - a. reassign the employee to another work assignment at their current rate of pay until the investigation is completed.
 - b. suspend the employee from work with pay until the investigation is completed.

The County shall have thirty work days from the date of discovery of an infraction to initiate disciplinary action except when the County is awaiting the results of an

outside investigation. If no action is taken, disciplinary action is barred for that particular incident. The time limitations set forth in this paragraph do not apply to violations which are a violation of City, State, or Federal Law.

- 14.4 If evidence in an investigation shows that disciplinary action should be taken, the County shall initiate disciplinary procedures. If no disciplinary action is taken, the employee shall be reinstated with full service credit for the period of suspension.
- 14.5 Any meeting held pursuant to these provisions may be recorded if the parties so agree.
- 14.6 Upon request employees may be represented at investigatory meetings which have the potential to lead to discipline and pre-disciplinary meetings. Unless otherwise agreed to, the employees are not entitled to representation at routine supervisory and/or non-disciplinary counseling conferences.
- 14.7 Nothing in the article shall bar or limit the time for discipline for matters which are violations of City, State, or Federal Law.

ARTICLE 15 - REDUCTION IN STAFF

- 15.1 If it becomes necessary for the County to decrease Roads Department staff for any reason, including financial reasons or for reduction of work, the County may separate any employee, without prejudice, after 15 days written notice.
- 15.2 If in the discretion of the County a reduction in force is necessary or appropriate, the County shall consider the ability to perform the work of all Bargaining Unit employees. If the ability to perform the work of all Bargaining Unit employees is substantially equal, seniority shall govern. If the ability to perform the work of all Bargaining Unit employees is not substantially equal, then the County may lay off the employee who, in its discretion, is considered least qualified, regardless of seniority. If the County lays off employees other than by seniority, the Employer shall provide the reasons why in writing to the Union and the employee(s) to be laid off. Seniority shall be based on continuous length of service as a full-time employee of the County Department of Roads.
- 15.3 If the County should eliminate one or all the road crew foremen's position, the affected foreman shall revert to a regular road crew worker at 100% of the road crew base pay. Should the elimination of one or more of the road crew foremen's positions occur in conjunction with a reduction of staff, the affected foreman shall have the right to bump a regular road crew employee who has less seniority than the affected foreman. The ability to bump a road crew worker with less seniority shall only apply when said reduction of staff is being handled through lay offs based on seniority rather than job related ability.
- 15.4 Employees being laid off by seniority may bump the employee with the least seniority in any other job provided they: (a) have the seniority to do so; (b) are qualified and able to then perform all the job duties of the employee to be bumped under normal supervision, as determined by the County. It is understood that all layoff decisions remain grievable. Anytime a Staff Reduction is conducted according to seniority a full time employee shall have priority over part time employees and the full time/temporary employees shall have the right to bump a part time/temporary employee.
- 15.5 No full-time status employees shall be laid off as long as there are provisional, part-time temporary, seasonal, intermittent, emergency, on-call or probationary employees working in the affected positions.
- 15.6 If within one year of a reduction of staff, the County elects to increase staff, the County shall recall the laid off employees in reverse order of lay off prior to hiring new employees.
- 15.7 If an employee who is separated from employment as a result of a reduction in staff is rehired within one year, the temporary layoff shall not be deemed a break-

in-service for continuous employment status purposes and his prior continuous employment period shall be combined with his current continuous employment period for computing continuous years of service for benefit entitlement.

ARTICLE 16 - HEALTH AND SAFETY

- 16.1 Employees are responsible for reporting any unsafe condition or practice. Employees are responsible for properly using and caring for the tools and equipment furnished by the County. The employee should report unsafe conditions to the foreman who will report to the District Commissioner. Refusal to work in an unsafe environment, as defined by OSHA, shall be a defense to disciplinary action.
- 16.2 The County agrees to maintain all county facilities, buildings, grounds, and equipment in accordance with applicable federal and state policies. Recognizing the intrinsic nature of each job performed in the bargaining unit, the County agrees to provide a safe working environment.
- 16.3 The County agrees to supply such specialized clothing and equipment as is necessary to perform the required job functions in a safe and efficient manner. This includes but is not limited to welding helmets/goggles, welding gloves, welding aprons; but not "normal" work clothing. The County agrees to supply such items at no cost to the employee.
- 16.4 First Aid Equipment/and Work Related Injury. The County agrees to provide first aid kits on all self-propelled equipment and vehicles. All on-the-job injuries and work related illnesses must be reported promptly to the County.
- 16.5 All County—owned vehicles which are used by bargaining unit employees shall be equipped as required by law.
- 16.6 Whenever an employee is required to perform duties which require working with or around hazardous chemicals, agents, or equipment, the employee shall receive necessary training and shall be provided necessary protective equipment and clothing. At a minimum the education and training must include:
 - a. The location of toxic substances.
 - b. The names of the substances, including the generic or chemical name, as well as the trade or other commonly used names.
 - c. The acute and chronic effects of exposure to the hazardous substance and any symptom and effects of exposure.
 - d. The potential for flammability, explosion and reactivity of such substance.
 - e. Appropriate emergency treatment.
 - f. Proper conditions for safe use and exposure to such toxic substances.
 - g. Procedures for cleanup of leaks and spills of such substances.

ARTICLE 17 - NO STRIKE - NO LOCKOUT

- 17.1 The Union and the County recognize and agree that the rendering of services to the citizens of the County cannot be withheld, interrupted, or discontinued, and that to do so could endanger the health, safety and welfare of the inhabitants thereof, as well as violate State Statute.
- 17.2 Neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, sympathy action, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the County.
- 17.3 Neither the County nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Contract.
- 17.4 The County may discharge or discipline any employee who intentionally in concert violates the terms of this Article and any employee who fails to carry out his/her responsibilities under the terms of this Article.
- 17.5 Nothing contained here-in shall preclude the Union or the County from obtaining whatever remedies may be available to the parties at law or in equity in the event of a violation of this Article.
- 17.6 The parties agree to comply with the provisions of sections 48-802 and 48-821 R.R.S. Neb., which are recognized as applicable to the parties to this Contract.

ARTICLE 18 - PERSONNEL FILE INFORMATION

- 18.1 With prior approval for an absence from work from the District Commissioner, an employee shall, he allowed to inspect his/her personnel file during normal office hours.
- 18.2 Upon receipt of written authorization from the employee, the County will allow another employee or designated representative to inspect their entire personnel file or payroll record maintained by the County.
- 18.3 Personnel files cannot be removed from the premises and all file reviews will be under the supervision of the County.
- 18.4 Except, as needed to process grievances, the County will provide one copy of up to ten pages of personnel file documents when requested by an employee during each year of this Contract.
- 18.5 An employee shall be notified in writing within ten work days of any non-routine information being placed in his/her personnel file.
- 18.6 The County will maintain a personnel file and a separate discipline file for each employee. The personnel file shall contain, in the County's discretion, materials with regard to the employment of the individual. The Discipline file shall contain material concerning the discipline of an employee and such materials that the employee may want to submit with regard to disciplinary actions.
- 18.7 At the request of the employee, records of minor disciplinary actions shall be removed from the employee's personnel file three years after the discipline was imposed.

ARTICLE 19 - COUNTY PERSONNEL POLICIES

- 19.1 The County Personnel Policies, as may be adopted by the Nemaha County Board from time to time shall be incorporated herein and made a part hereof to the same extent as if set forth in full to the extent they are not inconsistent with any provision of this Agreement. If any County Personnel Policies are inconsistent, the provisions of this Agreement shall control. Prior to the adoption of personnel policies affecting the Bargaining Unit employees, the County will present the proposed personnel policies to the Union and entertain discussions with the Union regarding these policies.

ARTICLE 20 - NON-DISCRIMINATION

- 20.1 General Standard. All provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, religion, sex, disability, national origin, union membership, protected age, marital status, or veteran status.
- 20.2 Gender Reference. All references to employees in this Agreement designate both sexes, and whenever the male or female gender is used, such term should be construed to include both male and female employees.

ARTICLE 21 - SAVINGS CLAUSE

- 21.1 If any provisions of the Contract is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of the Contract shall remain in full force and effect for the duration of this Contract. The parties shall meet as soon as possible to agree on a substitute provision should any provisions of the Contract be declared unlawful, unenforceable or not in accordance with applicable statutes. If the parties are unable to agree on a substitute provision within thirty days following commencement of the initial meeting, the provision becomes inoperative and the matter shall be postponed until contract negotiations are reopened.

APPENDIX A

Road Crew/Foreman CLASSIFICATION AND RANGE

STEP1	Entry. Probationary three months	77.26%
2	After at least ½ year of service	88.00%
3	After at least 1 ½ years of service	90.40%
4	After at least 2 ½ years of service	92.80%
5	After at least 3 ½ years of service	95.20%
6	After at least 4 ½ years of service	97.60%
7	After at least 5 ½ years of service	100.00%

DURATION OF AGREEMENT

This Agreement shall be and shall remain in full force and effect from and after July 1, 2004 until June 30, 2007, and thereafter one (1) calendar year periods, unless one of the parties hereto on or before April 1st of any such year shall notify the other party hereto in writing of its desire to modify the same, or any part thereof.

IN WITNESS WHEREOF the parties hereto have set their hands this _____ Day of _____, 2004.

FOR THE UNION
Nebraska Public Employees
Local 251, representing
Nemaha County Road/Highway
Employees

FOR THE COUNTY
County of Nemaha, Nebraska
By Nemaha County Commissioners

STATE OF NEBRASKA)
) ss.
County of Nemaha)

SUBSCRIBED in my presence and sworn to me this _____ day of _____, 2004.

Notary Public

My Commission expires: _____