

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

**NEBRASKA PUBLIC EMPLOYEES LOCAL
251**

REPRESENTING

**OTOE COUNTY ROAD/HIGHWAY
EMPLOYEES**

AND

THE COUNTY OF OTOE, NEBRASKA

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PREAMBLE AGREEMENT

OTOE, COUNTY, NEBRASKA

THIS AGREEMENT entered into this ____th day of July, 2001, by and between the County of Otoe, hereinafter referred to as the "County" and the Nebraska Public Employees Local No. 251, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as "Union"

PREAMBLE AGREEMENT
OTOE, COUNTY, NEBRASKA

THIS AGREEMENT entered into this 14th day of August, 2001, by and between the County of Otoe, hereinafter referred to as the "County" and the Nebraska Public Employees Local No. 251, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as "Union"

ARTICLE 1
RECOGNITION

Section 1. The County recognizes the Union as the exclusive collective bargaining agent for all employees of the Otoe County Department of Roads performing road and maintenance work, excluding the supervisor, office, clerical, guards and all other employees.

ARTICLE 2
DEFINITIONS

Section 1. County. The County is Otoe County. As used herein, reference to "County" shall also include "County Commissioner(s)" as appropriate.

Section 2. Supervisor. A supervisor is herein defined as any employee having authority, in the interest of the County, to hire, transfer, suspend, lay-off, 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.

Section 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.

Section 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.

Section 5. Temporary employee.

a) Temporary employee is an employee hired 90 working days or less.

Section 6. Employee. Any person employed by County who is subject to this agreement.

Section 7 Part-time employees are those who are employed less than 32 hours per week. To be eligible for any benefits, employees must be employed at least 32 hours per week on a year-round basis, unless set forth otherwise in this policy.

ARTICLE 3

MANAGEMENT RIGHTS

Section 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 terms of this Agreement.

Section 2. In addition to all powers, duties, and rights of the County established by constitutional provision, statute, ordinance, charter, or special act, the Union recognizes the powers, duties, and rights which belong solely and exclusively 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 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 employees 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 the individual and relative qualifications, ability, ability to perform, and physical fitness of all employees.
- (n) Any other right consistent with the effective operation and administration of County affairs.

ARTICLE 4
NO STRIKES AND LOCKOUTS

Section 1. It is agreed that there shall be no strike or any other work stoppage during the life of this Agreement. The Union agrees not to sanction any such strike or any work stoppage, or slowdown during the life of this Agreement.

Section 2. In the event of an alleged unauthorized strike or work stoppage, upon notification to the Union of the existence of a strike or work stoppage, the Union shall immediately make every effort to persuade employees to commence full performance of their duties and shall immediately inform employees that the strike or work stoppage is unauthorized and in violation of this Contract. The Union shall also advise employees of the appropriate provisions of Nebraska Law pertaining to strikes and work stoppages by public employees.

Section 3. The County agrees not to lock out any employees during the life of this Agreement.

ARTICLE 5
BULLETIN BOARDS

Section 1. The County shall provide the Union with a bulletin board space at each of the shops.

Section 2. Any materials posted on the bulletin boards shall not contain anything in violation of Federal or State law, this Contract, anything political, any thing personal or any personal references to individuals.

Section 3. Union representatives shall be entitled to post the material as provided herein. All material posted on the bulletin boards shall be identified as authenticated and authorized by an officer of the Union.

Section 4. Any violation of this Article shall entitle the County to immediately cancel the provisions of this Article and to prohibit the Union from further use of the bulletin board, until the violation is resolved by the Labor-Management Committee, as set forth in Article 24 of this agreement.

ARTICLE 6
UNION STEWARDS AND BUSINESS

Section 1. The County will recognize a Union steward and his alternate that has been designated in writing by the Union President.

Section 2. Union stewards will act for and on behalf of the Union in their dealings with the County.

Section 3. Stewards may meet with management representatives at mutually agreeable times during non-working and working hours to discuss and attempt to resolve grievances.

Section 4. An employee has the right to request that a steward be present at the conference with a supervisor when the employee is to be suspended or discharged.

Section 5. Union officials, may be granted leave from duty without pay for the purpose of attending Union meetings, conventions, educational conference or conducting Union business, when it has been determined by the County Commissioners that such absences will not hinder the effective operation of the Department of Roads and upon notification and approval of supervisor; provided, however, the County shall not unreasonably withhold approval.

Section 6. Employees who are authorized delegates of the local union, 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 County may limit to two (2) the number of employees utilizing unpaid leave or vacation leave for this purpose.

ARTICLE 7
HOURS OF WORK

Section 1. A full-time employee's normal hours of work are five (5) shifts per week of eight (8) hours per day. During each shift, an employee shall be allowed a thirty (30) minute lunch period, without pay.

Section 2. The County Commissioners shall have the right to change the hours of work for employees to four (4) shifts per week of ten (10) hours per shift and vice versa upon one (1) week advance notice to the Union.

Section 3. Normal shift hours shall be from 7:00 a.m. to 3:30 p.m. Two fifteen (15) minute breaks from employment shall be allowed during each eight hour work period, one break to be taken in the morning and one break to be taken in the afternoon. Both breaks from employment shall be with pay.

Section 4. Work shall not be performed by employees during their lunch period unless, in the opinion of the County, the work to be performed is of an emergency nature. In such an emergency, employees will be paid for the portion of the lunch period worked.

Section 5. Normal shift 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 of any such change 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.

Section 6. The existence of emergencies and emergency situations shall be determined exclusively by the County.

Section 7. This Article and this agreement shall not be construed as a guarantee of hours.

ARTICLE 8

OVERTIME-ADDITIONAL WORK

Section 1. Regular Rate. The regular rate of pay for an employee shall be as set forth in Article 18.

Section 2. Overtime Rate. Work performed in excess of forty (40) hours per week by an employee shall be compensated by paying the employee at a wage of 1-1/2 times the regular hourly rate received by the employee for each hour of overtime employment. The employee has the option, instead of receiving a cash overtime payment, of receiving compensatory time off at 1-1/2 hours for each hour of overtime employment by requesting such compensatory time by notifying the Otoe County Clerks office, in writing, within two business days of each overtime employment being worked.

Section 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 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 shall be paid for unused compensatory time at the regular rate received by the employee at the time of termination, or (2) the average regular rate received by such employee during the last three years of employment, whichever is higher.

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 and upon notification and approval of supervisor; provided, however, the County shall not unreasonably withhold approval.

Section 4. Partial Hours. Work performed by an employee outside of his regular shift shall be calculated on the hour and one-half as follows:

0 - 10 minutes - no additional time

10 - 35 minutes - 1/2 hour

35 - 60 minutes - 1 hour

The County will strive to release employees on the hour or half-hour.

Section 5. On Call. No work is performed by an employee when he or she is on call unless he or she is required to report for duty and no pay shall be given to an employee for being on call, unless the employee is required to be at home or at an assigned telephone number.

Section 6. Overtime shall not be pyramided, compounded or paid twice for the same hours.

Section 7. There shall be no payments of overtime for hours not worked. Paid leave shall not be counted figuring overtime pay.

Section 8. No employee shall be compensated for overtime work unless such work has been approved by the employee's Supervisor or Supervisor's designated representative.

ARTICLE 9

SAFETY EQUIPMENT AND FIRST AID SUPPLIES

Section 1. Safety Equipment. The County shall provide goggles, safety glasses, and hard hats if deemed by the County to be necessary when warranted by working conditions. Employees shall be accountable for protective clothing and safety equipment issued to them, less normal wear and tear. If there is a termination of employment, the safety equipment shall be returned by the employee to the employer. Proper work clothing will be determined by the Otoe County Safety Committee but the Otoe County Safety Committee shall follow all applicable Federal and State laws.

Section 2. First Aid Supplies. Reasonable first aid supplies shall be available to employees during working hours.

Section 3. Safety Committee. A Safety Committee has been established to communicate and address concerns about workplace safety and health issues.

Section 4. Employee Duty. Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate Supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

Section 5. Reporting of Accidents and Injuries. In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees shall immediately notify the Supervisor or appropriate Department Head. Such reports are necessary to comply with the laws and initiate insurance and workers' compensation benefits procedures. Employees who have an accident with a County-owned vehicle shall first notify a law enforcement agency and then his/her Supervisor or Department Head.

ARTICLE 10

HOLIDAYS

Section 1. The following are the official paid holidays observed by Otoe County for full-time employees of the Department of Roads:

New Years Day	Independence Day
President's Day	Labor Day
Arbor Day	Veterans Day
Memorial Day	Thanksgiving Day
Columbus Day	Day Following Thanksgiving
Martin Luther King Day	Christmas Day

Section 2. President's Day will be observed on the third Monday in February, Memorial Day on the last Monday in May and Columbus Day on the second Monday in October. Martin Luther King Day shall be observed on the third Monday of January. When any of the other holidays fall on Saturday, Friday will be observed as the holiday; when the holiday falls on Sunday, Monday will be observed as the holiday.

Section 3. An employee shall be entitled to pay for a holiday only if the employee shall have worked their last regularly scheduled work day immediately preceding the holiday and their first regularly scheduled work day immediately following the holiday, unless an absent employee or employee's children are under doctor's care and has written documentation presented to the County.

Section 4. If a holiday occurs while the employee is on paid vacation leave or compensation time off, the pay for the holiday shall be deemed to be holiday pay and not vacation pay.

Section 5. No employee shall receive holiday pay if the holiday occurs while the employee is receiving workers compensation or other disability benefits, is on any type of leave of absence without pay, or is under suspension for disciplinary reasons.

Section 6. Employees will be given time off with pay to attend the Otoe County Fair parade from 10:30 A.M. to 1:00 P.M., each year, but the employee must attend the parade.

ARTICLE 11

ANNUAL LEAVE OR VACATION

Section 1. All full-time employees shall be eligible for a paid annual leave after one (1) 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:

- (1) After 1st year of continuous employment - 5 days.
- (2) After 2nd year of continuous employment - 10 days.
- (3) After 3rd year of continuous employment - 10 days.
- (4) After 4th year of continuous employment - 10 days.
- (5) After 5th year of continuous employment - 10 days.
- (6) After 6th year of continuous employment - 12 days.
- (7) After 7th year of continuous employment - 13 days.
- (8) After 8th year of continuous employment - 14 days.
- (9) After 9th year of continuous employment - 15 days.
- (10) After 10th year of continuous employment - 16 days.
- (11) After 11th year of continuous employment - 17 days.
- (12) After 12th year of continuous employment - 18 days.
- (13) After 13th year of continuous employment - 19 days.
- (14) After 14th year or more of continuous employment - 20 days.
- (15) After 25th year or more of continuous employment - 25 days.

Section 2. Eligibility for annual leave shall be determined by employment date and each anniversary thereof. In the event an employee ceases to be employed full-time for any reason, the employee shall earn annual leave in proportion to the time worked for that employment year and in accordance with his years of employment.

Section 3. Annual leave shall not accrue to any employee on any suspension, layoff or leave without pay.

Section 4. Annual leave must be taken during the 12 months following the employees anniversary date of employment. Except for emergencies, all requests for annual leave shall be made at least seven (7) days in advance. Annual leave shall be taken at such time or times as will least interfere with the efficient operation of the particular office and must be approved by the Supervisor. In the event of a conflict between employees in requests for specific annual leave time, the employee that has the longest period of continuous full-time employment with the County Department of Roads shall be given preference with due regard to employee qualifications and unless to do so would substantially impair the departmental operations.

Section 5. No leave shall be permitted for a period of less than four (4) hours.

Section 6. All earned annual leave must be taken before any days are taken without pay.

Section 7. Annual leave shall not be accumulated from one year to the next and no pay in lieu of annual leave shall be permitted. Annual leave not used within the twelve (12) month period following the employee's anniversary date of employment shall be forfeited.

Section 8. Holidays and non-work days occurring during annual leave shall not be charged against annual leave.

Section 9. Previous continuous full-time employment with the County shall be counted in determining the amount of annual or vacation leave for those persons employed full-time on the effective date of this policy.

ARTICLE 12
INSURANCE

Section 1. On the first day of the month after the commencement of full-time employment and following a period of time as specified by the County's insurance carrier, not to exceed six months, employees shall be eligible for coverage by one group medical insurance plan as contracted for by the County and the premium for the full time employee's coverage shall be paid by the employer. On the first day of the month after the commencement of full-time employment and following a period of time as specified by the County's insurance carrier, not to exceed six months, employees shall be eligible for coverage by one group dental insurance plan and the premium for the full time employee's dental insurance plan coverage shall be paid by the employer. Should the premium for the group health insurance or the group dental insurance increase by 10% or more on or after June 1, 2002, then the group health insurance or group dental insurance shall be re-negotiated by the County and Union.

Section 2. County agrees to pay 66 percent of two or (multiple) party health insurance coverage or the family insurance cost for health insurance coverage of a full time employee as specified by the County. County agrees to pay 66 percent of two or (multiple) party dental insurance coverage or the family dental insurance coverage for a full time employee as specified by the County. The employee's share of the premium shall be deducted monthly from the employee's paycheck.

Section 3. County shall provide a minimum of \$6,000.00 in Life Insurance coverage to each full time employee up to age 65 and after age 65 the Life Insurance coverage shall be provided on a **term insurance** basis as provided by Otoe County, Nebraska's group policy.

Section 4. County shall not pay any employee's late enrollment fee for any insurance product.

ARTICLE 13
DISCIPLINE

Section 1. The County has the right to impose, for just cause, discipline up to and including termination. Any employee affected by this section shall have the right to file a grievance pursuant to Article 24 of this agreement. Any resulting decision by the Labor-Management Committee pursuant to Article 24 of this agreement shall be binding on the Union, the County and the Employee and can be enforced by the District Court of Otoe County, Nebraska.

Following is a non-exclusive description of conduct that may result in discipline.

(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, verbal or written.
- (6) Vending, soliciting, or collecting contributions for any purpose on County premises at any work location unless authorized by the Supervisor or his designated representative.
- (7) Distributing written or printed matter of any description during working hours unless authorized by the Supervisor or his designated representative.
- (8) Posting, altering, or removing any matter on bulletin boards on County property unless specifically authorized.

(9) Making false, vicious, or malicious written statements about any employee or the County.

(10) Failure to punch out, if time clocks are in use, 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.

(B) Major Violations:

(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 practice of a serious nature.

(16) Smoking in restricted 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 of \$2,000.00.

(19) Using County equipment or supplies for a personal use or performing personal services during working hours.

(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; having one's time card punched by another.

(24) Possessing firearms or dangerous weapons on County property.

- (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.
- (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) Gambling on County premises.
- (32) Offensive conduct toward the public.

ARTICLE 14
HIRING AND PROBATIONARY PERIOD

Section 1. The County Commissioners shall, in their sole discretion, determine qualifications and the criteria for the various positions of employment in the Roads Department and shall select for employment the applicant or applicants deemed by them to be most qualified for the particular position.

Section 2. All new employees are hired for a probationary period of ninety (90) days.

Section 3. During the probationary period, the services of the employee may be terminated at any time, with or without cause, by the supervisor.

ARTICLE 15
EQUAL OPPORTUNITY

Section 1. No individual shall be prohibited from securing employment with the County as a result of their race, creed, color, sex, age, national origin, disability, marital status or any other status protected by law. Employees shall not be denied promotional or transfer opportunities or be discriminated against in any aspect of working conditions as a result of such statutes. Any evidence of discrimination shall be brought to the attention of the affected employee's Department Head or the County Commissioners. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action up to and including termination of employment.

Section 2. Disability Accommodation Policy. The County will make reasonable accommodations for qualified individuals with known disabilities. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

The County is committed to complying fully with the Americans With Disabilities Act (ADA) and the Nebraska Fair Employment Practice Act and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

ARTICLE 16

REDUCTION IN STAFF

Section 1: If it becomes necessary to reduce staff or eliminate positions for any reason, including financial reasons or for reduction of work, the County may terminate any employee, without prejudice, after 15 days written notice.

Section 2. If an employee who is separated from employment as a result of a reduction in staff is rehired within one (1) year, the temporary layoff shall not be deemed a break-in-service for continuous employment status purposes and the employee's continuous employment period shall be combined with his/her current continuous employment period for computing continuous years of service for benefit entitlement.

Section 3. If County has a reduction in staff, any vacancy occurring within one (1) year with County, subject to this agreement, shall be offered first to a laid off employee. A laid off employee shall return within 21 work days after notification of re-employment or this section shall not apply.

ARTICLE 17
TIME KEEPING RECORDS

Section 1. Each employee shall check in when reporting for work and check out when leaving work.

Section 2. 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 of entry.

Section 3. No person shall record 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 recording the time card and the employee whose card is so recorded to immediate dismissal.

Section 4. No employee shall record a commencement time for employment on their timecard more than five (5) minutes before the beginning of the employee's scheduled working time.

ARTICLE 18

WAGES

Section 1: All employees, not on probation, shall be paid \$12.35 per hour for the 2001-2002 fiscal year. All employees, not on probation, shall be paid \$12.72 per hour for the 2002-2003 fiscal year. All employees, not on probation, shall be paid \$ 13.10 per hour for the 2003-2004 fiscal year. All employees, not on probation, shall be paid \$13.49 per hour for the 2004-2005 fiscal year.

Section 2: All employees on probation shall be paid \$9.74 per hour for the 2001-2002 fiscal year. All employees on probation shall be paid \$ 10.03 per hour or the 2002-2003 fiscal year. All employees on probation shall be paid \$10.33 per hour for the 2003-2004 fiscal year. All employees on probation shall be paid \$10.64 per hour for the 2004-2005 fiscal year.

Section 3: The County shall make contributions to the Nebraska County Employees Retirement System on behalf of each eligible employee pursuant to the provisions of the County Employees Retirement Act, §23-2301 R.R.S. et. seq. effective January 1, 1987.

ARTICLE 19
COUNTY PERSONNEL POLICIES

Section 1. The Otoe County Personnel Policies, as may be adopted by the Otoe County Board from time to time, after the signing of this agreement, shall be incorporated herein and made a part hereof to the same extent as if set forth in full to the extent not inconsistent with any provision of this Agreement. If any County Personnel Policies are inconsistent, the provisions of this Agreement shall control.

ARTICLE 20
MISCELLANEOUS PROVISIONS

Section 1. 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. Such information will be provided by the employee's supervisor as reasonably requested.

Section 2. Political Campaigns. Employees shall not be required to contribute to any political campaign funds or services to any candidate for political office.

Section 3. Otoe County employees who operate motor vehicles as a function of their employment with Otoe County, Nebraska, shall have a valid Nebraska motor vehicle operator's license and a valid Nebraska Commercial Driver's license for the type of motor vehicle the Otoe County employee operates. Otoe County employees shall be notified to obtain the appropriate Nebraska motor vehicle operator's license and shall have six months to obtain the said Nebraska motor vehicle operator's license. Otoe County, Nebraska, shall pay the costs of the Nebraska Commercial Drivers License. Otoe County employees shall pay the costs to obtain a Nebraska motor vehicle operator's license.

ARTICLE 21

SICK LEAVE

Section 1 . After six (6) months of continuous full-time employment, full-time employees shall be entitled to sick leave with full pay of one day per month.

Section 2. After one (1) year of continuous employment, up to 12 days of unused sick leave per year, may be accumulated up to a maximum of 120 days. The 120 days of unused accumulated sick leave shall only be used by the employee for the employee's own illness and the illness must be documented in writing by employee's physician.

Section 4. Sick leave benefits shall not be paid to any employee on any leave of absence for any purpose or reason.

Section 5. If any employee is absent due to illness, a minimum of one (1) hour shall be charged against the employee's sick leave time.

Section 6.

(a) Upon retirement, a full-time employee shall be paid twenty-five percent (25%) of their unused accumulated sick leave, said unused accumulated sick leave shall be set as of the date of this agreement, with the rate of payment based on their regular pay at the time he or she retires. (Retirement, as used in this paragraph, shall mean that the employee has voluntarily resigned employment with the county and is at least sixty-two (62) years old or no age is required if have been employed continuously with the County for 20 years).

(b) Upon the death of a full-time employee, his or her beneficiary shall be paid twenty-five percent (25%) of his or her unused accumulated sick leave, said unused accumulated sick leave shall be set as of the date of this agreement, with the rate of payment based on his or her regular pay at the date of his or her death.

Section 7. (a) Employees shall contact their supervisor by telephone twenty minutes prior to the start of their regularly scheduled working hour to report an illness or injury to be eligible for paid sick leave.

(b) An employee must keep his or her supervisor informed of his or her ability to work on as reasonably requested by his or her supervisor to be eligible for paid sick leave.

(c) If an absence because of illness or injury exceeds two (2) consecutive days, an employee shall be required to submit a substantiating medical certificate to be eligible for paid sick leave.

Section 8. Holiday and non-work days occurring during sick leave shall not be charged against sick leave.

Section 9. Previous continuous full-time employment with the county, not exceeding five (5) years, shall be counted in determining eligibility and accumulation of sick leave benefits for those persons employed full-time on the effective date of this policy.

Section 10. No pay in lieu of sick leave or unused accumulated sick leave shall be permitted. No payments of unused accumulated sick leave shall be made to any employee who ceases to be a full-time employee for any reason, except as provided in Section 6.

ARTICLE 22
LEAVE OF ABSENCE

Section 1. Leave of Absence with Pay: All full-time employees shall be eligible for a paid leave of absence after six (6) months of continuous full-time employment as follows:

(a) Funeral leave. Up to three (3) days of paid funeral leave shall be allowed for funeral attendance for an immediate family member. Immediate family shall be the spouse, children, parents, brothers, sisters, grandchildren, grandparents, children-in-law, or persons bearing the same relationship to the spouse of the employee.

(b) Jury and Election Board Duty. An employee who is called for jury or election board duty shall be paid his or her regular wage or salary and other benefits as set forth in Nebraska law for each day of duty. If the employee is excused early, he/she must return to work and complete his/her shift. Payment received for jury and election board fees shall be endorsed over and paid to the county.

ARTICLE 23

CHECKOFF

Section 1. Authorization. Employees of the Roads Department may submit a written authorization to the County Clerk of Otoe County directing that the Employees' certified regular monthly dues may be deducted from the Employees' pay.

Section 2. Remitting of Dues. The County shall remit to the Union the monthly dues withheld the prior month by the 15th day of the following month.

Section 3. Effective Date. The County shall commence deducting dues for the pay period beginning on the 1st day of the month following the receipt by the County of the written authorization for an employee.

The County shall cease deducting dues for the pay period beginning on the 1st day of the month following the receipt by the County of a written notice of revocation from the employee of the deduction authorization.

Section 4 Indemnification. The Union agrees to indemnify and hold the County harmless against any and all claims, suits, orders and judgments and for all attorney's fees, costs and expenses incurred in connection therewith, brought by or against the County by or against any party arising out of this Article.

Section 5. Notwithstanding the terminology of any written authorization executed by an employee, the provisions of this Article shall apply as to effective dates and revocation of authorizations.

ARTICLE 24
GRIEVANCE PROCEDURE

Section 1. Definitions. A grievance is a claim that there has been a violation of a provision of this Agreement, including a determination whether there has been unjust discipline. A Grievant is the party filing the grievance. The term days as used in this Article shall mean work days.

Section 2. General Provisions. 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 be an absolute 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 or, at their option, by a representative of the Union.

Section 3. Grievance Steps.

Step 1. An employee Grievant shall, within seven (7) days after the occurrence of the alleged grievance, attempt to resolve the matter with his Supervisor.

Step 2. If satisfactory settlement is not reached in Step 1, the employee Grievant shall present his grievance in writing to the County Commissioners within ten (10) days of the occurrence of the alleged grievance. The County Commissioners shall attempt to resolve the matter and he shall respond to the Grievant in writing within five (5) days after receiving the written grievance from the Grievant. Copies of the grievance and the response shall be supplied to the Union.

Step 3. All grievances filed by the County and all grievances not satisfactorily resolved at Step 2 shall be presented in writing by the Grievant within fifteen (15) days to the Labor-Management Committee established pursuant to Section 4 of this Article. A hearing will be held by a Labor-Management Committee within thirty (30) days from receipt of the said grievance. Each party shall be accorded the opportunity to present testimony, exhibits and other evidence at such hearing on the said grievance. The Labor-Management Committee shall issue its findings and decision within fourteen (14) days of the conclusion of the said hearing.

Section 4. Labor-Management Committee. A committee shall be formed, known as the Labor-Management Committee, which shall consist of one member appointed by the County (referred to as the "County Representative"), one member appointed by the Union (referred to as the "Union Representative"), and one member selected mutually by the County Representative and the Union Representative (referred to as the "Mutual Representative"). The Mutual Representative shall be an experienced arbitrator and shall be chosen from the following:

Thomas Marfisi

David Cullan

Kent Whinnery

If none of the above four arbitrators are available the Mutual Representative will be selected from a list of experienced arbitrators as set forth by the Federal Labor Relations Board.

The County Representative shall serve at the pleasure of the County and the Union Representative shall serve at the pleasure of the Union. The Mutual Representative shall be selected for a one year period and he shall be eligible for selection to subsequent terms. The County shall be responsible for all costs, fees and expenses of the County Representative. The Union shall be responsible for all costs, fees and expenses of the Union Representative. The County shall be responsible for all costs, fees and expenses of the Mutual Representative.

Two (2) affirmative votes shall be required for any action to be taken by the Labor-Management Committee. The Labor-Management Committee may extend the time limits herein and continue the hearing from day-to-day.

ARTICLE 25

LEAVE WITHOUT PAY

The County complies with the Family and Medical Leave Act of 1993. An employee shall be eligible for leave only if employed with the County for at least twelve (12) months and for at least 1,250 hours of service during the 12 month period before the leave. Part-time or seasonal employees working fewer than 1,250 hours shall not be eligible for leave.

Section 1. When Leave May Be Taken. An eligible employee shall be entitled to up to twelve (12) work weeks of unpaid leave during any twelve (12) month period (based on employee's anniversary date) for one or more of the following events:

- (a) Because of the birth of a son/daughter and in order to care for such child;
- (b) Because of the placement of a son/daughter with the employee for adoption or foster care;
- (c) In order to care for the spouse, or son/daughter, or parent of the employee, if such spouse, son/daughter, or parent has a serious health condition;
- (d) Because of a serious health condition that makes the employee unable to perform any of the essential functions of the employee's position.

Entitlement of leave under subparagraphs (a) and (b) above expires at the end of a twelve (12) month period beginning on the date of the child's birth or adoption. The term "serious health condition" in subparagraphs (c) and (d) above includes any physical or mental condition which involves inpatient care or, when inpatient care is not involved, requires an absence from work of more than three (3) days and continuing

treatment by a health care provider. A "health care provider" includes dentists, clinical psychologists, and nurse midwives who are authorized to practice under state law.

Section 2. How Leave Can Be Taken. An eligible employee may take up to twelve (12) work weeks of unpaid leave all at one time, or in certain circumstances intermittently or on a schedule that reduces the usual number of hours per work week or work day if it is medically necessary to care for spouse, child or parent, or if it is due to the employee's own health condition. Leave for the birth or placement of a child may not be taken intermittently, and must be concluded within twelve (12) months after birth or placement. If intermittent leave is foreseeable because it is based on planned medical treatment, the County can require the employee to transfer temporarily to an available alternative position for which the employee is qualified, so long as the position has equivalent pay and benefits. The employee shall be required to substitute accrued paid personal and/or sick leave for the family and medical leave provided to them. The County shall provide an additional period of unpaid leave so that the total paid and unpaid leave equals twelve (12) work weeks.

Section 3. Employee Notification Birth/Adoption Of A Child. For leave based upon the expected birth of a child or placement for adoption, the employee shall provide the County with not less than thirty (30) days' notice before the date the leave is to begin, except that if the date of the birth or adoption requires the leave to begin in less than thirty (30) days, the employee may provide such notice as is practical.

Section 4. Planned Medical Treatments. If the leave is foreseeable and based on planned medical treatment regarding a sick spouse, child, or parent of the employee, or if the planned medical treatment involves the employee, the employee shall make a reasonable effort to schedule the treatment so as to not unduly disrupt the County's operations. The employee shall provide not less than thirty (30) days' notice for foreseeable leave with no reasonable excuse for delay. The County shall deny leave until at least thirty (30) days after the employee provides notice of the need for leave.

Section 5. Medical Certification. The County shall require that a requested leave to care for a sick spouse, child or parent, or due to the employee's own illness, be supported by a certification issued by a health care provider. If the County should have reason to doubt the validity of the certification, it may, at its own expense, require that the employee obtain the opinion of a second health care provider designated or approved by the County.

Section 6. Restoration of Employment. Upon return from leave the employee shall be restored to the position of employment he/she held when leave commenced. Leave taken shall not result in loss of any employment benefit accrued prior to the date on which the leave began. However, upon returning, an employee is not entitled to the accrual of any seniority or employment benefits during the period of leave.

As a condition of restoration for an employee who has taken a leave due to his or her own illness, the County shall require the employee to receive a certification from his/her own health care provider stating the employee is able to resume work.

Section 7. Maintenance of Health Benefits. The County shall continue group health coverage for an employee on leave at the same level and under the same condition that existed while he/she was working. While on leave the employee shall be responsible to pay any share of health plan premiums which had been paid by the employee prior to taking leave. The County shall have the right to cease the provision of health coverage if an employee's premium payment is more than thirty (30) days late.

If an employee fails to return for reasons other than a serious health condition or circumstances beyond the employee's control, the County shall recover the premium it paid for the employee's coverage during the leave.

Section 8. Administration of Leave. The County shall track employees who are on leave to maintain a record of days used and days remaining on leave. The County

shall measure the annual twelve (12) month period for each employee on the basis of his/her employment anniversary date.

ARTICLE 26
ANTI-HARASSMENT

The County is committed to providing a work environment that is free from discrimination and unlawful harassment. Actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, or any other legally protected characteristic will not be tolerated. As an example, sexual harassment (both overt and subtle) is a form of employee misconduct that is demeaning to another person, undermines the integrity of the employment relationship, and is strictly prohibited.

Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

The County strongly disapproves of and does not tolerate sexual harassment of any kind. All employees must avoid offensive or inappropriate sexual behavior at work and are responsible for assuring that the workplace is free from sexual harassment at all times, including the duty to report any instances that they believe to be sexual harassment.

The County's policy prohibits: unwelcome sexual advances; requests for sexual acts or favors, with or without accompanying promises, threats, or reciprocal favors or actions; or other verbal or physical conduct of a sexual nature which has the purpose or effect of adversely affecting an employee's performance or which creates a hostile or offensive working environment. Examples of prohibited conduct include, but are not limited to: lewd or sexually suggestive comments; off-color language or jokes of a sexual nature; slurs or other verbal, graphic, or physical conduct relating to an individual's sex; or any display of sexually explicit pictures, greeting cards, articles, or books, magazines, photos or cartoons. Sexual harassment can include derogatory or insulting treatment based on gender and gender-related remarks.

Complaints of sexual harassment will be promptly and carefully investigated, and all employees are assured that they will be free from any reprisal or retaliation from filing such complaints or participating in the investigations. Any employee who has a complaint of sexual harassment at work by anyone, including Supervisors, co-workers, visitors, clients, or customers, should immediately bring the problem to the attention of

the County officials. Employees may bring the complaint to the attention of their Supervisors, or if the complaint involves supervisory personnel in the employees' line of command, the County Clerk.

The investigation will include interviews with all relevant persons, including the complainant, the accused, and other potential witnesses. Employees are assured that the privacy of the complainant and the person accused of sexual harassment will be kept as confidential as possible.

If the investigation reveals that the complaint appears to be valid, immediate and appropriate corrective action, up to and including discharge, will be taken to stop the harassment and prevent its recurrence. If the validity of the complaint cannot be determined, immediate and appropriate action will be taken to assure that all parties are reacquainted with this sexual harassment policy and to avoid sexual harassment in the future.

If you have questions regarding this policy, please contact your Supervisor or Department Head.

ARTICLE 27

WORKERS' COMPENSATION

Section 1. If you are injured on the job, you will be covered under Workers' Compensation Laws. Workers' Compensation is provided to all employees.

Section 2. Employees may complete a "choice of doctor" form to be included in the personnel file.

Section 3. Employees who sustain work-related illnesses or injuries should report it to the Supervisor as soon as possible. A report showing the date of the incident, how it happened, name of the doctor visited, names of witnesses, and other information, should be filed with the County Clerk's office.

ARTICLE 28

COBRA

The federal Consolidated Omnibus Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the County's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation, and a dependant child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary incurs the full cost of coverage at the County's group rates plus an administration fee. The County provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the County's health insurance plan.

For further information concerning COBRA contact the Otoe County Clerk's office.

ARTICLE 29

USE OF COUNTY PROPERTY

Section 1. Computer/E-Mail Use Policy. Any computer/E-mail system maintained by the County is granted as a privilege that may be revoked at any time. It shall never be used for inappropriate, unethical or illegal purposes, or in a way that may be harmful, disruptive or offensive to others.

There shall never be any display or transmission of sexually explicit images, messages, or cartoons or any transmissions or use of E-mail communications that contain ethnic slurs, racial epithets, or anything that may be construed as harassment or disrespectful of others based on their race, national origin, citizenship status, gender, sexual orientation, age, disability, marital status, religious or political beliefs.

The County's computer/E-mail system is to be used to further the business interests of the County only. All E-mail messages are the property of the County, which reserves the right to access and disclose all messages sent over its E-mail system for any purpose. For privacy reasons, employees shall not attempt to gain access to another employee's E-mail messages.

If you are permitted Internet access, you must limit your use to County business purposes only. You may not use the Internet for personal, commercial, or financial gain. The Internet, like the E-mail system, should never be used for inappropriate, unethical or illegal purposes, or in a way that may be harmful, disruptive or offensive to others.

Section 2. County property and equipment are to be used to pursue the business and public interests of the County and may not be used by employees for personal or business interests unless there is a prior written agreement and the County is compensated for the use of County property.

ARTICLE 30
DRUG AND ALCOHOL POLICY

It is the County's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on the County's premises and while conducting County-related activities off the County's premises, no employee may use, possess, distribute, sell or be under the influence of alcohol or illegal drugs. The County reserves the right to require employees to submit to searches or tests for the use of alcohol or illegal drugs. Any such testing will be performed in accordance with Nebraska statutes on drug and alcohol testing. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace. If you are under a physician's care and taking medication which may affect your ability to work safely, please discuss this matter with your Supervisor. If you are off duty and have been drinking or are under the influence of drugs, you are obliged to refuse any emergency calls from the County.

Violations of this policy may lead to disciplinary action, up to and including termination of employment, and/or requiring participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Immediate termination will occur if in possession or under the influence of drugs or alcohol during working hours. There is no exception to this policy.

ARTICLE 31
DURATION OF AGREEMENT

This Agreement shall be for the period of July 1, 2001 through June 30, 2005.

IN WITNESS WHEREOF, the parties hereto have set our hands this 14th day of August, 2001.

NEBRASKA PUBLIC EMPLOYEES LOCAL
NO. 251, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO

By: *Edward A. Cox*

By: _____

By: _____

COUNTY OF OTOE

By: *Henry A. Stratker*
Henry A. Stratker

By: *Joy W. Schroder*
Joy W. Schroder

By: *Dan P. Gittinger*
Dan P. Gittinger