

**AGREEMENT**

**BETWEEN**

**THE COUNTY OF PAWNEE, NEBRASKA**

**AND**

**NEBRASKA PUBLIC EMPLOYEES,  
LOCAL 251**

**JANUARY 1, 2006 – DECEMBER 31, 2008**

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## **PREAMBLE**

This Agreement, by and between the County of Pawnee, Nebraska (hereinafter referred to as the "Employer") and the Nebraska Public Employees Union, Local No. 251 (hereinafter referred to as the "Union") is for the purpose of setting forth the agreement between the parties concerning wages; hours; terms and working conditions for employees of the Road Department and the Courthouse janitor as described below, establishing a mutually agreeable means of resolving grievances without work stoppages and lockouts, and achieving the highest level of employee performance consistent with safety; good health and sustained effort.

## **ARTICLE 1**

### **UNION RECOGNITION**

Section 1. Scope of Unit. The County recognizes the Union as the exclusive collective bargaining representative with respect to wages; hours, terms and working conditions for all full-time employees of the Road Department ("Department") performing road and maintenance work as well as the janitor at the Courthouse, but specifically excluding all elected officials, the Highway Superintendent; office clericals, supervisors, confidential employees; and all other County employees.

Section 2. Exclusion of Supervisors. The term "supervisory" means any individual having authority; in the interest of the Employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to 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. Exclusion of Confidential Employees. The term "confidential employee" means any individual who in the regular course of his duties works with, has access to, or possesses information relating to the Department's labor relations matters. The Employer and the Union are in agreement that employees employed in confidential positions shall be excluded from the bargaining unit.

## ARTICLE 2

### MANAGEMENT RIGHTS

Section 1. Reservation of Management Rights. All Management rights, functions, responsibilities, and authority not specifically limited by the express terms of this Agreement are retained by the Employer and remain exclusively within the rights of the Employer and nothing contained herein shall be construed or interpreted to restrict, limit or impair the rights, powers and authority of the Employer heretofore possessed and hereinafter granted by virtue of law, regulations or resolutions.

Section 2. Inherent Management Rights. The Union acknowledges the concept of "inherent management rights" and agrees that this concept shall be made fully applicable to the terms of the Agreement with respect to the utilization of the grievance procedure of this Agreement and with respect to any exercise of this Article.

Section 3. Listing of Management Rights In addition to all powers, duties, and rights of the Employer established by constitutional provision, statute, ordinance, charter, or special act the Union recognizes the powers, duties, and rights which belong solely, exclusively, and without limitation to the Employer

- a) The right to determine, effectuate and implement the objectives and goals of the Department.
- b) The right to manage and supervise all operations and functions of the Department.
- c) The right to determine services to be provided, including the right to establish, allocate, schedule, assign, modify, change, subcontract and discontinue Department operations, work shifts and working hours.
- d) The right to establish, modify, change and discontinue work standards.
- e) The right to direct and arrange working forces including the right to hire, examine, classify, promote train, transfer, assign, and retain employees; maintain

discipline and control and use of Department property; suspend, demote, discharge or take other disciplinary action against employees for just cause; and to relieve employees from duty due to lack of "work, lack of funds, a decision to subcontract or discontinue Department operations or other legitimate reasons.

- f) The right to increase, reduce, change, modify and alter the size and composition of the work force.
- g) The right to determine, establish, set and implement management organization policies of the Department for the selection, training, transfer and reorganization of employees.
- h) The right to create, establish, change, modify, subcontract and discontinue any Department function, operation, and department.
- i) The right to establish, implement modify and change financial policies, budget control policies, accounting procedures, prices of goods or services, public relations and procedures and policies for the safety, health and protection of Department property and personnel.
- j) The right to adopt, modify, change, enforce or discontinue any existing "Work rules, regulations, procedures, policies and other terms and conditions of employment of the Department which are not in conflict with this Agreement or state statute.
- k) The right to determine and enforce employee work abilities and quality and quantity standards.
- l) The right to establish the location of offices, including the establishment of new offices and the relocation and closing of old offices.
- m) The right to maintain order and efficiency.

The listing of the foregoing rights, powers and authority are not in any way intended to be exclusive, but are merely intended to illustrate the rights retained by the Employer. .

### **ARTICLE 3**

#### **UNION BUSINESS**

Section 1. Negotiations. Union officials, not exceeding two (2) in number, may be granted leave from duty without pay for conventions, educational conferences or conducting of Union business, when it has been determined by the Employer that such absences will not hinder the effective operation of the Department.

### **ARTICLE 4**

#### **PROHIBITION OF STRIKES**

Section 1. General Prohibition. The Union acknowledges that Section 48-821 of the Statutes of the State of Nebraska prohibits strikes. The Union agrees to abide by the laws of the State of Nebraska and to continue to protect the citizens of this community at all times including during periods of labor disputes.

Section 2. Union Obligations. If a strike, slowdown or work stoppage occurs involving bargaining unit members which in any way hinders, delays, limits or suspends the continuity or efficiency of any service of the Department, the Highway Superintendent shall promptly notify the Union representative as designated in this Agreement. Upon receipt of such notification, the Union agrees to notify all employees engaged in such prohibited activity by certified mail and whatever additional means are appropriate that such actions are in violation of state law and this Agreement and to urge such employees to cease such activity. The Union also agrees to use its best efforts to insure that any employees involved in such prohibited activity cease such prohibited activity as soon as possible.

## **ARTICLE 5**

### **EQUAL OPPORTUNITY POLICY STATEMENT**

Pawnee County endorses the philosophy of equal opportunity and treatment that does not discriminate among applicants or employees on the basis of race, color, religion, sex, national origin, political affiliation, marital status, age, or Union affiliation. Applicants or employees capable of performing the essential functions of the job may not be discriminated against because of a physical or mental disability.

All references to employees in this Agreement designate both sexes, and whenever the male or female gender is used, such term shall be construed to include both male and female employees.

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

The County and the Union agree to apply the terms of the contract in a nondiscriminatory manner.

## **ARTICLE 6**

### **CODE OF ETHICS FOR COUNTY EMPLOYEES**

1. Employees shall not hold financial interests that conflict with the performance of their official duties.
2. Employees shall not engage in financial transactions using nonpublic governmental information or allow the improper use of such information to further any private interest.
3. An employee shall not, except as may be otherwise provided by regulation, solicit or accept any gift or other item of monetary value from any person or entity seeking official action from, doing business with, or conducting activities regulated by the employee's

agency or department, or whose interests may be substantially affected by the performance or nonperformance of the employee's duties.

4. Employees shall not use public office for private gain.
5. Employees shall act impartially and not give preferential treatment to any organization or individual.
6. Employees shall protect and preserve county property and shall not use it for other than authorized activities.
7. Employees are expected to disclose waste, fraud and corruption to appropriate authorities.

## **ARTICLE 7**

### **HARASSMENT IN EMPLOYMENT**

It is the policy of Pawnee County to provide a businesslike work environment free from all forms of employee discrimination including incidents of harassment, sexual or otherwise. No employee or member of the public shall be subjected to unsolicited and unwelcome sexual materials, overtures, or conduct, either verbal, written, or physical. Severe penalties including discharge will be imposed against those individuals who participate in incidents of sexual harassment.

Sexual harassment is the deliberate or repeated behavior of a sexual nature by one individual to another that is not welcomed, unasked for or rebuked by the other employee. The behavior can be verbal, nonverbal or physical in nature. Examples of sexual harassment could include, but are not limited to, the following:

1. Sexual comments of a provocative or suggestive nature
2. Jokes or innuendoes of a sexual nature
3. Suggestive or demeaning looks or leering
4. Creating an intimidating, hostile or offensive working environment
5. Making acceptance of unwelcome sexual conduct or advances or requests for sexual favors of any nature a condition of employment or continued employment

6. Physical contact such as patting, pinching, hugging or brushing up against another body
7. Materials or photographs of a sexual nature in the workplace

Conduct of this type is improper if:

1. Submission to the conduct is either an explicit or in-explicit term or condition of employment
2. Submission to or rejection of the conduct is used as a basis for employment decisions affecting the person involved, or
3. The conduct has the purpose or effect of substantially interfering with an individual's work performance or environment

Should an instance of unlawful or sexual harassment occur, both the employee and County play role in correcting the harassment. An employee is responsible for pointing out the harassment. Any employee who believes he/she is being harassed is encouraged to:

1. Point out the offensive behavior to the person responsible for the behavior; and
2. Request that the offensive behavior stop.

Any employee who is not comfortable approaching the person responsible for the offensive behavior, or whose request to stop was unsuccessful should notify any or all of the following:

1. The employee's immediate supervisor
2. The supervisor of the person responsible for the offensive behavior
3. The employee's elected official.

Any employee who believes he/she is being harassed by a department head; should notify a member of the County Board or the County Attorney. No employee will be retaliated against for complaining of harassment.

Pawnee County is responsible for promptly correcting any harassment. Corrective action shall promptly be taken whenever any harassment or inappropriate behavior has occurred or a supervisor has tolerated the harassment or inappropriate behavior.

A supervisory official in conjunction with the County Attorney will ensure that a thorough investigation is carried out that respects the rights and dignity of all individuals concerned. The investigation will be conducted quickly; thoroughly and confidentially; and every effort shall be made to protect the rights of the accuser, as well as the accused. The following procedures will be followed in the investigation of a complaint of harassment:

1. If at all possible; the investigation shall begin the day the conduct is reported or discovered.
2. The employee must put the complaint in writing.
3. The supervisory official and the County Attorney will interview the complainant in a private area. The interview will be thoroughly documented and reviewed for accuracy with the complainant at the end of the interview.
4. The supervisory official and the County Attorney will interview the alleged harasser in a private area. The interview will be thoroughly documented and reviewed for accuracy with the alleged harasser at the end of the interview.
5. The supervisory official and the County Attorney will interview witnesses and others with relevant information in a private area. The interview will be thoroughly documented and reviewed for accuracy with the witnesses or other individuals interviewed.
6. Upon completion of a thorough investigation; the investigators will determine whether the complaint is substantiated or unsubstantiated, or inconclusive.
  - (a) Substantiated Complaint: If it is determined that there is evidence to substantiate the complaint disciplinary action will be taken. The disciplinary action taken will depend upon the severity of the harassment, however the disciplinary procedure outlined in this Agreement will be followed in all cases. A record of disciplinary action taken will become a part of the harasser's personnel file. Once disciplinary action is taken, supervisory personnel will ensure its effectiveness by continuing to monitor the situation.
  - (b) Unsubstantiated or Inconclusive Complaint: If it is determined that the complaint is unsubstantiated or if investigators are unable to conclude whether sexual harassment did or did not occur, both the complainant and the alleged harasser will be informed of the findings. The County's policy

against harassment will continue to be enforced and the complainant will be encouraged to come forward again if he/she perceives harassment.

7. Whether substantiated or unsubstantiated, the investigators will meet with both the complainant and alleged harasser to notify them of the results of the investigation and any disciplinary measures that will be taken.
8. An investigation report will be prepared summarizing interviews, conclusions and discipline taken, if any. The County Board will maintain this report along with notes, written complaints, statements and copies of relative documents in a separate, confidential file.

## **ARTICLE 8**

### **SAFETY POLICY**

Safety is important to the county and to all employees. It is the County's intent to provide a safe workplace for an employee's protection. Accidents cost the county money through property loss, lost time from work and increased insurance costs. All employees are expected to participate in safety programs and meetings, promote safety awareness, bring forth safety suggestions, wear protective equipment as provided and follow safety rules. Safe work practices protect employees, their families, fellow employees and the county.

Each employee will be evaluated on safety activities, which will be recorded in their performance review. Failure to follow safety rules or using poor safety judgment can result in disciplinary action, up to and including termination of employment.

It is the policy of Pawnee County that all employees who operate a county owned vehicle or use a personal vehicle for the county use; are required to wear a safety belt when operating such vehicle.

The County Board shall meet with a two-member committee of Union members on a regularly scheduled basis. This committee will discuss and make safety recommendations for improvements of general health and safety to the County Board concerning the Road Department. The County hereby agrees it will endeavor to provide efficient and safe equipment

and materials to protect the health and safety of the employees. The Union agrees to fully support the County in all areas of occupational safety.

**The County shall reimburse all employees who are required to wear safety footwear \$50.00 per year for the required footwear.**

## **ARTICLE 9**

### **DRUG-FREE WORKPLACE POLICY**

Pawnee County intends to provide a drug free environment for all its employees. Alcohol and drug addiction are illnesses that, under many circumstances, can be successfully treated. The County encourages any employee with an alcohol or drug dependence problem to voluntarily enter a rehabilitation program.

It is not the County's intent to intrude into the private lives of employees. However, the effect of drug and alcohol use on safety, work quality, increased medical expenses and lost productivity requires a drug free workplace policy.

1. Employees who (a) use, possess, manufacture, transfer or sell, or (b) attempt to use, possess, manufacture, transfer, or sell; or (c) participate in the use, possession, manufacture, transfer or sale of unauthorized alcohol, illegal drugs, prescription drugs, or other controlled substances while on the job or on County premise (including county parking lots), will be subject to severe disciplinary action which may include termination. The term "controlled substance" as used in this policy, means a drug or other substance as defined in applicable federal law on drug abuse prevention. (Federal Register P. 4947-4964, Drug Free Workplace Act 1989).
2. When there is reasonable cause to suspect possession, influence or use of alcohol or illegal drugs on the job, employees may be required to submit to an alcohol or drug test. Refusal to submit to a search or test will be considered to be insubordination subject to discipline up to and including termination.

3. Employees who report for work or are at work under the influence of alcohol, illegal drugs or any controlled substance, will be subject to severe disciplinary action up to and including termination.
4. An employee, who, under a physician's care, is taking medication that may affect the employee's ability to work safely, is responsible for informing the supervisor of their condition before beginning work.
5. Employees, who are off-duty and have been drinking alcoholic beverages or are under the influence of drugs, are obligated to refuse any emergency calls.
6. All final applicants being considered for employment with Pawnee County shall submit to drug testing (within 24 hours) prior to gaining employment with the County.
7. All employees are subject to random drug testing.

Federal law requires that Pawnee County notify the federal government of any convictions in violation of our policy. Any employee who is convicted of any criminal drug statute violation for conduct in the workplace is required to notify the County Attorney of this fact no later than five (5) calendar days after such conviction.

## **ARTICLE 10**

### **INTRODUCTORY PERIOD**

The introductory period is used by the department head to observe the employee's ability to satisfactorily perform assigned duties and responsibilities. Successful completion of an introductory period does not imply guaranteed continued employment with the county.

- A. New Hire (including re-hire) All new full-time employees shall be required to serve an introductory period of six (6) months from date of hire with a regular rate of pay not to exceed 90% for the first ninety (90) days from the date of hire and shall be so notified. An employee shall be removed from original status on the day following the end of the introductory period.

B. Introductory Period for Promotions All employees who are promoted shall be required to serve an introductory period of ninety (90) days in the new job classification before being confirmed in the new appointment.

C. Extension of Introductory Period A department head may extend the introductory period of an employee for reasons of performance, or transfer for a period not to exceed a total of one (1) year from the date of hire or rehire or transfer. The employee shall be notified in writing of the extension. The notification of extension shall include the specific period of extension. In cases of extension for performance reasons, the employee shall be provided specific performance improvement requirements. Notification of extension must be accomplished before the expiration of the introductory period and shall NOT be backdated once the introductory period has ended.

## **ARTICLE 11**

### **EMPLOYEES**

#### **REGULAR FULL TIME EMPLOYEES**

Persons who are regularly scheduled to work forty (40) hours per week or more and eligible, to receive full benefits. Persons who are scheduled to work less than forty (40) hours per week are eligible to receive benefits on a pro rata basis.

#### **RESIDENTIAL REQUIREMENTS**

**As per Resolution #05-09. See Appendix A.**

#### **CHANGE OF ADDRESS AND DEPENDENTS**

Each employee shall report to the County Clerk's office any changes of name resulting from a marital status or court authorization and any change of dependents. Also to be reported are any changes in address, telephone number or other information which will impact the

personnel record of the employee. Such information is needed for tax and insurance purposes and for adequate communication between employer and employee.

## **PAY DAYS**

All County employees will be paid on every other Thursday for time as of the Friday before.

## **ARTICLE 12**

### **BREAKS**

Employees are entitled to a ½ hour lunch period and two (2) fifteen (15) minute breaks during each work day.

## **ARTICLE 13**

### **OVERTIME**

Employees who work in excess of forty (40) hours per week, shall receive compensatory time at a rate of time and one-half for all hours worked over forty (40). For the purpose of computing overtime, the workweek will commence at 12:01 a.m. Saturday and end at 12:00 midnight on Friday. Vacation and holidays shall be included in the accumulation of hours worked. Adjustments may be made to an employee's hours in an effort to maintain the hours worked by an employee at or below forty (40) in a week. Such adjustments must be made prior to the time an employee works forty (40) hours in a week. Once an employee has worked over forty (40) hours, payment for time in excess of forty (40) hours must be given in compensatory time at time and one-half (1 ½ ). Authority to work overtime shall be obtained from the employee's immediate supervisor prior to working overtime hours. Failure to obtain authorization before working overtime may subject the employee to disciplinary action. Upon proper authorization by the Department Head, up to 120 hours of compensatory time (not more than 80 hours of actual overtime hours worked) may be accumulated by an employee. The County will allow the employee reasonable use of compensatory time. All unused compensatory time remaining when the employee leaves the employment of the county shall be paid at the employee's current hourly rate, or at the average rate for the final three years of employment, whichever is greater.

## **ARTICLE 14**

### **WORKERS' COMPENSATION BENEFITS**

Employees may receive worker's compensation benefits if injured on the job, or if they contract an employment-related disease. Worker's compensation benefits shall not be received if the employee was willfully negligent at the time of injury or under the influence of drugs or alcohol. You must be registered as an employee with Pawnee County to be eligible for the benefits. Employees shall report all such incidents on the proper forms to the Highway Superintendent immediately but not later than 48 hours for proper medical attention and completion of the appropriate workers' compensation forms.

An employee who is determined to be disabled and unable to work due to a work related injury would be compensated at an amount determined by the worker's compensation laws in effect at the time of injury or disability. Medical expenses incurred in the treatment of an injury or illness determined to be work related will be paid upon receipt of documented medical statements supporting the claim. Among other benefits available under worker's compensation are rehabilitation, total and partial disability allowances and death benefits.

## **ARTICLE 15**

### **RETIREMENT BENEFITS**

The County's Retirement Plan is mandated by statute set forth in Neb. Rev. Stat. § 23-2301-§ 23-2334, as from time to time amended.

## **ARTICLE 16**

### **HEALTH INSURANCE**

All full-time employees and Allen Brown as long as he works 21 hours per week are eligible for health insurance benefits under a group plan. The County will contribute 100% to the

monthly total premium cost of the single coverage cost for all full-time employees who choose to take advantage of the group insurance coverage effective the first of the month after this Agreement is approved by the Union and County. The County will contribute 66% to the monthly total premium cost of the two/four party or two party health insurance coverage and 64% to the monthly premium cost of the family health insurance coverage. Employees will be responsible for the payment of the remainder of the total premium. The County reserves the right to choose the insurance carrier and the benefits provided, including, but not limited to, the deductible. The County participates in the Section 125 "Flexible Benefits Plan" and the annual period begins July 1 and ends June 30. Each employee is given the opportunity to select this plan before each plan year begins, and their decision will remain in effect and cannot be revoked or changed during the plan year, unless the revocation and new election are on account of a change in family status (e.g. marriage, divorce, death of spouse or child, birth or adoption of a child, and termination of employment of spouse).

**The County will maintain current coverage for the term of the contract period. If the premiums increase over 7% in any fiscal year that would cause a change in coverage, the County and the Union will negotiate the coverage.**

## **ARTICLE 17**

### **WAGES**

**Pay increase Effective January 1, 2006 - 55 cents per hour**

**All wages are retroactive to January 1, 2006.**

**Pay Increase Effective January 1, 2007 - 50 cents per hour**

**Pay Increase Effective January 1, 2008 - 50 cents per hour**

## 2006 Wage Schedule

	New hire	3 months (3.55%)	6 months (3.55%)	12 months (3.55%)
Bridge Construction	\$9.57	\$9.91	\$10.26	\$10.63
Courthouse Maintenance	\$9.57	\$9.91	\$10.26	\$10.63
Maintainer Operator	\$9.57	\$9.91	\$10.26	\$10.63
Truck Driver	\$9.57	\$9.91	\$10.26	\$10.63
Bridge Foreman	\$10.06	\$10.42	\$10.79	\$11.17
Mechanic	\$10.38	\$10.74	\$11.12	\$11.52
Shop Foreman	\$10.38	\$10.74	\$11.12	\$11.52

## 2007 Wage Schedule

	New hire	3 months (3.55%)	6 months (3.55%)	12 months (3.55%)
Bridge Construction	\$10.07	\$10.41	\$10.76	\$11.13
Courthouse Maintenance	\$10.07	\$10.41	\$10.76	\$11.13
Maintainer Operator	\$10.07	\$10.41	\$10.76	\$11.13
Truck Driver	\$10.07	\$10.41	\$10.76	\$11.13
Bridge Foreman	\$10.56	\$10.92	\$11.29	\$11.67
Mechanic	\$10.88	\$11.24	\$11.62	\$12.02
Shop Foreman	\$10.88	\$11.24	\$11.62	\$12.02

## 2008 Wage Schedule

	New hire	3 months (3.55%)	6 months (3.55%)	12 months (3.55%)
Bridge Construction	\$10.57	\$10.91	\$11.26	\$11.63
Courthouse Maintenance	\$10.57	\$10.91	\$11.26	\$11.63
Maintainer Operator	\$10.57	\$10.91	\$11.26	\$11.63
Truck Driver	\$10.57	\$10.91	\$11.26	\$11.63
Bridge Foreman	\$11.06	\$11.42	\$11.79	\$12.17
Mechanic	\$11.38	\$11.74	\$12.12	\$12.52
Shop Foreman	\$11.38	\$11.74	\$12.12	\$12.52

## ARTICLE 18

### LEAVES OF ABSENCE

The county may grant an employee the following leaves of absence. Each request for a leave of absence will be considered individually. The department head shall take into account the nature of the request and how such a request would affect the department. Any request for a leave of absence must be approved by the Department Head.

#### SICK LEAVE

The purpose of sick leave is to provide a benefit to those eligible County employees who are unable to attend work due to illness or injury. Sick leave will be considered for a bona fide illness or injury other than illness or injury arising out of and in the course of county employment.

Full time employees will accrue sick pay benefits at a rate of **6 hours** for each month worked. Sick leave shall not be accrued by temporary, intermittent or seasonal employees.

Sick pay benefits may be accumulated by employees to a maximum of sixty (60) working days.

When unable to report to work, the employee must notify his Department Head as early as possible, except in an obvious emergency. During absence due to illness or injury, the employee must notify the county of their progress and expected date of return.

Employees shall be entitled to utilize earned sick leave for treatment for drug or alcohol addiction, injury, pregnancy or sickness which renders an employee incapable of performing his/her required job duties, for medical and dental care or for exposure to contagious' disease under circumstances in which the health of other employees or the public would be endangered by the employee's attendance on duty. Sick leave will not be granted if an employee is injured while gainfully employed by a different employer and/or self employed.

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

Employees on sick leave for three (3) consecutive days may be required to submit a physician's statement, unless waived by the Elected Official/Department Head/Supervisor. The employee shall pay the cost of the appointment. For a lesser period of absence; the Elected Official/Department Head/ Supervisor may, at their discretion, require evidence of illness from a physician or other reason as defined in this section.

Sick leave shall not be used as vacation leave, however, upon written request, vacation pay may be used to continue compensation during illness when all sick leave has been exhausted.

All sick leave shall expire on the date of separation except 50% of accrued sick leave will be paid out at the time of retirement, resignation, termination or death provided the employee has been employed with the County for three (3) consecutive years.

## VACATION LEAVE

If you are a regular full-time employee, you are entitled to receive vacation leave after one (1) year of employment as scheduled in the following:

After 1 year of employment. . . . .	5 days
After 2-5 years of employment. . . . .	10 days
After 6-9 years of employment. . . . .	12 days
After 10-13 years of employment. . . . .	14 days
After 14-17 years of employment. . . . .	16 days
After 18-21 years of employment. . . . .	18 days
After 22 years of employment. . . . .	20 days

Vacation leave can be taken as it is earned, but application for vacations should be made in advance, if possible, and is subject to approval. Vacation leave is provided to employees for the mutual benefit of the employee and the county. Extended time away from work on a

periodic basis gives the employee a break, allowing them to return to work refreshed. In order to encourage the use of vacation time; employees may accumulate and carryover only the amount earned in one year with their hiring date as the anniversary date.

Holidays occurring during employee's vacation leave do not count as vacation time, and are not deducted from the employee's vacation record.

Employees who leave county government for any reason will be paid for any unused vacation leave earned after one (1) year of employment. Employees who leave county employment before one full year of employment shall not be paid any vacation leave, as none has been earned by them until after one full year of employment.

#### FUNERAL LEAVE

Regular full-time and permanent part-time employees of Pawnee County will be granted pay for time lost from work in the event of the death of a family member in accordance with the following schedule:

**For an employee's father, mother, sister, brother, spouse, or child related by blood, marriage or adoption, the employee will be permitted to take funeral leave of three (3) working days off with pay. For an employees grandfather, grandmother, grandchild, step-mother, step-father, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law, the employee will be permitted to take funeral leave of one (1) to three (3) work days depending on the necessity of the circumstances. The county may permit funeral leave with pay in such other instances as the County shall determine are justified by the relationship between the deceased and the employee.**

There will be a twenty-four (24) hour notice required for funeral leave for non-family members and shall be WITHOUT PAY.

Funeral leave of ½ day will be paid for requested Honor Guard or Pallbearer services without using vacation time, sick or compensatory time.

#### PERSONAL LEAVE

An employee who has a compelling need to be absent from work may request an unpaid personal leave when other leaves are not available or not appropriate. The granting of personal leave is at the discretion of the Elected Official/Department/Supervisor or County Board.

## MATERNITY LEAVE

A pregnant employee may request maternity leave at such time as she feels she is unable to perform her normal duties or when her physician advises her to do so. Such leave is solely for the purposes of permitting the mother to recuperate from the rigors of child bearing and shall be without pay after accrued vacation and sick leave have been expended. If it is anticipated that the leave will exceed sixty (60) working days, an extension will only be granted at the direction of the employee's physician.

An employee on maternity leave is expected to return to work after childbirth, miscarriage or abortion as soon as she can be reasonably expected to perform her normal duties. Failure to report at the end of the leave shall be considered to be a resignation unless the employee's Elected Official/Department Head/Supervisor has approved a time extension.

## MILITARY LEAVE

All employees who are members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve and Coast Guard Reserve shall be entitled to a leave of absence from their respective duties, without loss of pay, on all days during which they are employed with or without pay under orders or authorization of competent authority in the active service of the state or of the United States, for not to exceed fifteen (15) work days in anyone calendar year.

The County shall adhere to the Nebraska Revised Statutes in regard to military leave. See Chapter 55. Revised Statutes of the State of Nebraska, 1943.

## JURY DUTY

An employee who is selected for jury duty shall receive a paid leave of absence for the time the employee spends on jury duty. The employee shall receive regular pay and shall turn over to the County any fees for jury service. If an employee is excused early, they must return to work immediately and complete their shift since they are being paid for their time. Regular part-time employees receive pay for the hours they normally would have been at work.

It is expected that the period of jury duty for any employee will not exceed two (2) weeks. Service on jury duty is encouraged by the county and if the period extends beyond two weeks, compensation arrangements shall be discussed with Elected Official/Department Head/Supervisor.

## MEDICAL LEAVE

When an employee has a temporary disability for which family and medical leave, sick leave or worker's compensation is not appropriate or available, he/she may request unpaid medical leave of absence. As soon as an employee becomes aware of the need for leave, he/she shall inform their Department Head of the approximate date and length of leave. When the employee can no longer work, he/she must provide a doctor's note stating the nature of the disability or reason for the leave and estimated return date.

The employee shall keep their Department Head informed of any changes that occur during the leave. For example, if the employee is able to return earlier or later than expected, the employee shall contact their Department Head. On the date an employee returns, they must provide a note from the doctor with a full release to work. If the doctor requires light duty, the county will attempt to accommodate the employee. However, if nothing is available, the employee may be placed on lay-off.

All temporarily disabled employees have the option of terminating their employment during their leave by notifying their Department Head.

## UNPAID LEAVE OF ABSENCE

Employees must utilize all available paid leave time (sick leave, vacation, personal and compensatory time) prior to requesting an unpaid leave of absence. All benefits, including seniority, shall cease or be prorated, whichever is appropriate, during an unpaid leave. Arrangements may be made to continue insurance benefits on a limited basis by paying them in advance. The County will attempt to hold open the position of an employee on an approved unpaid leave of absence up to sixty (60) working days, but it retains the right to fill the position should it become necessary. In that case, the employee on leave will be notified and offered the opportunity to return early. If he/she is unable to return, the County will attempt to secure a suitable position for the employee when he/she is available to return to work. Each request for leave must include the date the employee will return to work. Failure to report on the designated date without approval will be grounds for dismissal.

## **ARTICLE 19**

### **HOLIDAYS**

The following holidays shall be paid holidays for the regular employees of Pawnee County: New Year's Day, Memorial Day, Labor Day, Columbus Day, Thanksgiving Day, Martin Luther King Day, President's Day, Independence Day, Christmas Day, Arbor Day, Friday after Thanksgiving, and Veteran's Day. Holidays falling on Sunday are observed on the following Monday, and if such holiday falls on Saturday, observance shall be on the Friday preceding.

The Pawnee County Courthouse and its appertain offices and departments are closed on these holidays. Members of the service departments, who are expected to work on holidays when an emergency arises or exists shall be granted compensatory time which shall not be subject to the 120/240 hour compensatory time restriction.

**If Pawnee County recognizes any additional holiday(s) declared by the Government that are not listed above, the regular employees of Pawnee County shall be allowed to observe those holidays with pay.**

## **ARTICLE 20**

### **GENERAL PERSONNEL POLICIES**

#### **CONFLICTS OF INTEREST**

An employee shall not have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity or incur any obligation of any nature which is in conflict with the proper discharge of their duties in the public interest. An employee is prohibited from using or attempting to use their official position to secure unwarranted privileges or exemptions for themselves or others.

Employees shall not give the impression that any person can improperly influence them in the performance of their official duties, or that the kinship, rank, position or influence of any party or person improperly affects them.

Employees shall not accept gifts of value or loans from persons doing business with the county which are intended to or which appear to influence the official relationship between the donor and recipient.

#### **OUTSIDE EMPLOYMENT**

Employees may accept part-time jobs outside County employment if there is no conflict in working hours, if the other job does not create a financial conflict of interest with your County employment and if working efficiency in the County job is not reduced. Your Department Head and the County Board must be notified prior to any outside employment.

#### **POLITICAL ACTIVITY**

No employee shall use his/her official authority or influence to further the cause of any political party, or candidate for nomination or election to public office. In addition, no employee shall use his/her job to distribute or receive political favors.

If an employee wishes to take part in political activities (other than voting) during normal scheduled work hours, he/she must use vacation leave or leave without pay to cover his period of absence.

All employees have the right of protection from political coercion of any type from any person. Employees may not be interrupted during duty hours by political activities.

All employees have the right to vote as they choose and to express their opinions on political subjects and candidates.

## PERSONNEL RECORDS

The County is responsible for maintaining a personnel file for each employee, these files are confidential and are available to the employee to whom they pertain, to the department head and to the authorized personnel officer.

An employee's personnel file contains important information pertaining to employment history including but not limited to job classification(s), employee benefits, performance evaluation reports, salary and leave history.

Personnel records are the property of the COUNTY and NO person including the person about whom the record is concerned can take ANY information from the personnel records. Such conduct could result in severe disciplinary or corrective action up to and including termination. Employees shall make an appointment to review their personnel file and are allowed to make copies at their expense.

Documentation (including performance reports), which reflects unfavorably on an employee or former employee shall not be placed in their personnel file without their knowledge. If the employee refuses to sign the documentation, the department head shall so note on the report and shall then submit it to the employee's personnel file.

Any records generated as a result of post-employment medical testing or other medical records such as workers' compensation reports shall be kept in a locked confidential file separate from all personnel records.

The County Board may request to review any personnel file in executive session for any reason.

## NEPOTISM

It is the policy of Pawnee County that an applicant for a Pawnee County position shall not be considered for appointment if a member of the immediate family of such applicant is the supervisor in the same department at the time the application or appointment is made. Immediate family shall mean spouse, child, parent, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparent or grandchild.

## **ARTICLE 21**

### **DISCIPLINE AND DISCHARGE**

It is Pawnee County's policy to treat all employees fairly with dignity and respect. When appropriate, progressive discipline will be used. This means that employees who are not performing their jobs up to expectation or who break rules or exhibit improper behavior may be subject to discipline. For minor problems, a verbal admonishment may be all that is needed to solve the problem. If there is not significant improvement or if the action is more serious, the employee could receive a written reprimand or there could be suspension with pay, suspension without pay, or termination.

## TARDINESS OR ABSENTEEISM

If an employee is going to be late or absent from his/her work, the employee shall notify the Elected Official/Department/Supervisor in time in order to make other arrangements. If the employee cannot give advance notice, the employee shall get in touch with the Elected Official/Department/Supervisor as soon as possible. Unexplained absences or tardiness may reflect discredit on the employee's work record and/or disciplinary action.

## RESIGNATIONS

Each employee who voluntarily terminates their employment should in the best interest of the employee for further job recommendations, give his/her Elected Official/Department Head/Supervisor, two (2) weeks notice when at all possible. Each employee who terminates their employment by giving the County a minimum of two (2) weeks notice of such termination and each employee whose employment shall be terminated by the County shall be entitled to compensation for their earned and unused vacation leave from their last anniversary date for each full months employment after such date.

## DEMOTIONS

The Elected Official/Department Head/Supervisor with the approval of the Board of Commissioners, may demote employees assigned to them for the following reasons:

- a. In lieu of lay-off when a position is to be abolished or an employee with prior rights returns to the position.
- b. In lieu of dismissal when an employee is not performing satisfactory or it is determined that an employee is not physically qualified to perform the duties of his/her position.
- c. When an employee requests assignment for work of less difficulty and/or responsibility.

## DISMISSALS

The Elected Official/Department Head/Supervisor with the approval of the Board of Commissioners may dismiss any employee who is unsatisfactory for Pawnee County employment because of character, unwilling to perform adequate quantity or quality of work, unwilling to follow instructions, violations of rules or criminal action.

When an employee is dismissed because of a violation of rules or criminal action, any vacation and sick leave credits shall be canceled.

## ADMONISHMENT

An admonishment to an employee may be given either orally or in writing. The admonishment may be documented in writing should the department head deem it necessary. In the event that the admonishment is documented, the employee shall receive a copy.

#### WRITTEN REPRIMAND

A written reprimand is a documented written correspondence issued by the department head. The reprimand will state the action that caused the reprimand to be issued and what corrective action must be taken by the employee to ensure the violation does not reoccur. The employee will receive a copy of the written reprimand. A copy of the written reprimand, signed by the employee, will become a part of the employee's personnel file.

#### SUSPENSION WITH PAY

A department head may suspend any employee with pay for a period of time pending the outcome of an investigation into a complaint. The department head shall notify the employee in writing of the reasons for the action and the number of days of suspension.

#### SUSPENSION WITHOUT PAY

A department head may suspend any employee without pay for a period not exceeding sixty (60) calendar days in any twelve (12) month period, however no single suspension shall be for more than thirty (30) calendar days. The department head shall notify the employee in writing of the reasons for the action and the number of days of suspension.

#### TERMINATION

A department head with the approval of the Board of Commissioners may dismiss any employee who is unsatisfactory for Pawnee County employment because of character, unwilling to perform adequate quantity or quality of work, unwilling to follow instructions, violations of rules, or criminal action by delivering a written statement to the employee concerned. The

written communication shall indicate the reasons for the action, any relevant supporting evidence and the date the dismissal is effective.

To give some idea of what the county considers improper behavior, see the following examples. This is not a complete list and the County reserves the right to investigate, make judgments and take appropriate disciplinary action in each individual incident. The level of severity of any infraction and the disciplinary action to be taken is solely at the discretion of the department head or Board of Commissioners.

Examples of Infractions:

- a. Working under the influence of alcohol or any illicit drug which interferes with expected job performance.
- b. Conviction of a felony.
- c. Misconduct proven to be sexual harassment.
- d. Violation of a safety rule that would endanger a person or county property.
- e. Theft including either county property or another person's property.
- f. Possession, distribution or use of drugs or alcohol on county property.
- g. Falsifying time keeping records with intent to defraud.
- h. Deliberate or willful misrepresentation of county policy.
- i. Willful damage, destruction or neglect of county property.
- j. Fighting or attempting bodily injury to another person on county property.
- k. Insubordination or willful refusal to follow an order.
- l. Loafing, loitering, or sleeping during work time.
- m. Failure to report on-the-job injuries.
- n. Abuse of sick leave policy.
- o. Neglect of duty or incompetence.
- p. Improper recording of time worked.
- q. Habitual or excessive tardiness.
- r. Absenteeism determined to be excessive of the department's attendance guidelines.

- s. Work performance that is below the standards of performance required by the department.
- t. Distribution or posting of written or printed material that is not authorized by elected official.
- u. Excessive use of county phones for personal use.

**DISCIPLINE DECISION GRIEVABLE/JUST CAUSE:**

An employee shall be disciplined in accordance with this labor contract. Discipline will be based upon just cause. 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 terms of this contract.

**ARTICLE 22**

**LAYOFFS**

The County Board 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 then shall govern. If the ability to perform the work of all bargaining unit employees is not substantially equal, then the County Board may layoff the employee who, in its discretion, are considered less qualified, regardless of seniority.

If employees are to be laid off, a thirty (30) day written notice shall be given prior to the date when their service shall no longer be required.

No regular employee shall be laid off from any classification while there are provisional, probationary, part-time or seasonal employees working in the same classification.

The names of any employees who have been laid off shall be placed on a layoff list, maintained by the Department Head. The Department Head shall rehire in the reverse order of layoff, provided, such employees are otherwise qualified to perform the duties of the position. No new employees will be hired by the Department Head as long as there are employees laid off

who have seniority. Recall shall be a registered letter to the employee's last known address.

It shall be the employee's responsibility to notify the Road Department, in writing, of a change of address. If the employee does not respond in ten (10) working days or denies the recall, that employee's name shall be deleted from the layoff recall list. .

## **ARTICLE 23**

### **GRIEVANCE PROCEDURE**

A grievance is a written complaint alleging a violation involving the application and interpretation of the provisions of this labor contract.

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.

Any bargaining unit employee shall have the right to meet and adjust his/her individual complaint with the County.

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.

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.

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 7 days of the occurrence of the alleged grievance, attempt to resolve the matter with the Highway Superintendent. The grieving employee shall have the right to be accompanied by the Union Steward or other Union representatives.

(b) Step 2.

Within twenty-one 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 workdays of delivery of the grievance. The County board shall be responsible for consulting with all necessary levels of supervision in preparation of its 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 binding arbitration may be processed through the Pawnee County District Court.

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) workdays take the matter to binding arbitration or file in the District Court of Pawnee County, Nebraska.

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 terms 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 FMCS 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 arbitrators shall be employed.

The decision of the arbitrator shall be made in writing within 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.

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 24**

### **VIOLENCE IN THE WORKPLACE POLICY AND PROCEDURES**

The purpose is to provide policy and procedures to deal effectively with workplace violence. The visible commitment by officials to the employee's safety and health is an essential precondition to the success of a VIOLENCE IN THE WORKPLACE policy.

County officials can demonstrate their commitment to violence prevention through the following actions:

1. Create and disseminate a policy to all employees that expressly disapproves of any verbal or nonverbal threats or gestures, profanity, acts of violence, or related actions, which are intimidating, offensive or create a hostile working environment.
2. Take all incidents seriously, have a team investigate all incidents, and take appropriate corrective action.
3. Outline a comprehensive plan for maintaining security in the workplace.
4. Assign responsibility and authority for the program to a team with appropriate background and skills.
5. Educate all levels of county employees in the adopted policy and the procedures so that each employee understands their responsibility for reporting any instance of unacceptable workplace behavior and their obligations to comply with the policy.
6. Provide the necessary authority and resources for the team to carry out violence prevention responsibilities.
7. Provide a tracking method where the performance of the program can be evaluated for effectiveness.
8. Ensure that all employees follow the written procedures.
9. Have procedures for prompt reporting and tracking of incidents of violence that occur in the workplace.
10. Encourage employees to suggest ways to reduce risk and implement appropriate recommendations.

11. No employee is to be discriminated against or punished for reporting acts of violence either internally in accord with the established policy or to an outside agency.
12. County Officials need to understand the federal laws prohibiting acts of violence, discrimination based on race, color, religion, sex or national origin and the penalties for non-compliance.

## POLICY

In order to achieve the goal of providing a safe and healthy workplace, any non-acceptable workplace verbal language or non-verbal gesture exchanged between either an employee and a co-worker or an employee and a private citizen or a private citizen and an employee will not be tolerated. Additionally, abusive, intimidating, offensive or threatening acts or non-verbal gestures directed at a county employee or member of the public, will not be tolerated.

No employee or private citizen will be subjected or exposed to intimidating or hostile conduct at any county worksite, which would include when during the course of work a county employee is in a public or private location. No employee shall be exposed to abusive or offensive language, harassment threatening or an intimidating act while conducting county business by telephone communications including other electronic means of communication (e.g. fax and e-mail).

## REPORTING PROCEDURES

An employee exposed to or experiencing any of the above acts shall immediately report such acts to the county official they are responsible to, or in the instance where it is the county official who is instigating such action against the employee, the employee shall report the act to the county attorney or a commissioner, who shall assemble an investigative team and conduct an investigation, as provided below. The employee also has the right to report the act to law enforcement or other outside federal or state agencies. When such acts are reported, the county will immediately investigate and take appropriate corrective actions. Any investigation will be confidential and will respect the rights and dignity of all parties.

## INVESTIGATIVE TEAM

The investigating team shall consist of at least the following: the County Attorney or an employee delegated by him or her, a law enforcement officer, the employees supervising county official and one county commissioner.

If the County Attorney is the complainant or the accused, the county for the investigation process should retain an attorney. If the complainant or the accused is the supervising county official or deputy, a replacement will be made as the County Attorney may determine from a list of other elected officials.

## CONFIDENTIALITY

The investigation will be conducted quickly, thoroughly and confidentially. Every aspect shall be made to protect the rights of the accuser as well as those of the accused. The following procedures will be followed in investigating a complaint:

1. The investigation will begin the day the act is reported, or as soon thereafter as practicable.
2. The employee will put the complaint in writing.
3. The complainant will be interviewed, in private, by the investigating team. The interview will be documented and reviewed for accuracy by the complainant at the end of the interview or as soon as practicable thereafter.
4. The alleged perpetrator will be interviewed in a private area by the investigating team. The interview will be documented and reviewed for accuracy by the alleged perpetrator at the end of the interview or as soon practicable thereafter.
5. The investigating team will interview witnesses or others with relevant information. The interview will be documented and reviewed for accuracy by the witnesses interviewed at the end of the interview or as soon as practicable thereafter.

Upon completion of the investigation, the investigating team will determine if the complaint is substantiated or unsubstantiated.

## SUBSTANTIATED COMPLAINT

Action will be taken as directed by the County Attorney. In a case where the perpetrator is a county employee, disciplinary action in addition to any action directed by the attorney may be taken.

## UNSUBSTANTIATED COMPLAINT OR INCONCLUSIVE COMPLAINT

If it is determined the complaint is unsubstantiated or if the team is unable to conclude if the alleged act did or did not occur, both parties will be informed of the findings. The complainant will be encouraged to come forward again if he/she perceives it warrants.

## CONCLUDING REPORT

Whether substantiated or unsubstantiated, the team will meet with both parties and notify them of the results of the investigation and the action(s) being taken. An investigation report will be prepared summarizing the interviews, conclusions and action taken, if any. This report with all relevant notes, interviews, statements and copies of relative documents will be maintained in a confidential file in the County Attorney's office. If the County Attorney is either the complainant or the accused, the file will be maintained by the County Clerk or other elected official as determined by the investigating team or other legal authority.

## **ARTICLE 25**

### **UNION DUES DEDUCTION**

Upon receipt by the Pawnee County Clerk, of a voluntary, written, individual authorization 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.

Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the Pawnee 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.

Those employees who wish dues deductions to stop, shall deliver to the Pawnee County Clerk, a written request, signed by the employee, requesting that the Union dues deduction be discontinued. The Pawnee 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 and the County will supply a photocopy of the request to the Union.

No other employee labor organization shall be granted or allowed to maintain payroll deduction for employees covered by this Contract.

The County shall submit to the union a monthly "Deduction Report" in paper format listing the employees with Union dues deductions.

The Union shall indemnify the County and hold it harmless against any and all claims, demands, suits or other form 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 this Article.

## **ARTICLE 26**

### **C.I.R. WAIVER**

As a result of negotiations, and in consideration of this entire collective bargaining agreement, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between July 1, 2002 through December 31, 2005.

## **ARTICLE 27**

### **SCOPE OF AGREEMENT**

The parties mutually agree that this contract constitutes the entire agreement and understanding concerning all proper subjects of collective bargaining for the duration of the contract between the parties, and supersedes all previous agreements. This contract shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties. There are no oral agreements nor is this Agreement based upon any oral representation covered the subject matter of this Agreement. This Agreement has been executed in accordance with the statutes and laws of the State of Nebraska, and any dispute, disagreement or litigation arising under this Agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska.

## **ARTICLE 28**

### **SAVINGS CLAUSE**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE 29**

**DURATION OF AGREEMENT**

This Agreement shall be and shall remain in full force and effect from and after **January 1, 2006** until December 31, 2008.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

COUNTY OF PAWNEE

BY: \_\_\_\_\_  
County Board Chairman

NEBRASKA PUBLIC EMPLOYEES UNION, LOCAL NO. 251

BY: \_\_\_\_\_  
= President

**APPENDIX A**

**RESOLUTION # 05-09**

WHEREAS, the Pawnee County Board of Commissioners determined a need to amend the Pawnee County handbook policy which amends the residency requirement to read, "As opposed to being a Pawnee County resident".

WHEREAS, the Pawnee County Board of Commissioners determined the residency requirement should read, "A resident of Pawnee County or a Nebraska resident within 20 miles of Pawnee City".

NOW THEREFORE BE IT RESOLVED the residency requirement in the Pawnee County handbook shall read, "A resident of Pawnee County or a Nebraska resident within 20 miles of Pawnee City".

Dated this 10<sup>th</sup> day May, 2005

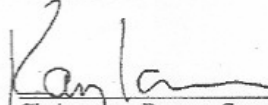
Motion was made by Rohrbaugh

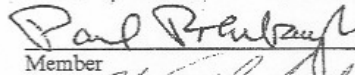
And was seconded by Stephens

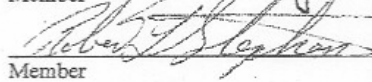
Ayes: Stephens and Rohrbaugh

Nays: None

Abstain: Laun

  
\_\_\_\_\_  
Chairperson, Pawnee County Board of Commissioners

  
\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Attest: Pawnee County Clerk