

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NEBRASKA PUBLIC EMPLOYEES
LOCAL 251

AND

THE COUNTY OF YORK, NEBRASKA

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ARTICLE 1 - PREAMBLE

- 1.1 **Agreement.** This Contract made and entered into this 1st day of **April 2006**, at York, Nebraska, pursuant to the provisions of Chapter 48, Reissue Revised Statutes of Nebraska, 1943 (R.R.S.) by and between the County of York, Nebraska (herein after referred to as the County) and the Nebraska Public Employees, Local #251 of the American Federation of State, County and Municipal Employees (hereinafter referred to as the Union), as representative of employees, except as modified by Article 2.2, employed by the County of York. This contract shall only cover those employees that have successfully completed their probationary period with the County of York.
- 1.2 **Collective Bargaining.** The parties acknowledge that during the negotiations which resulted in this Contract, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity as set forth in this Contract. Therefore, the County and the Union, for the duration of this Contract, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Contract. This Contract may only be amended during its term by the parties' mutual agreement in writing.
- 1.3 **Bargaining.** The County agrees that prior to making any change in terms and conditions of employment which are mandatory subjects of bargaining, and that apply to bargaining unit employees, and not otherwise covered by this Contract, to meet and bargain with the Union in an attempt to reach an agreement. The County agrees to notify the Union as soon as possible prior to making any changes.
- 1.4 **Work Rules.** Newly established work rules, practices, agreements, or amendments thereto, shall be reduced to writing and furnished to the Union at least seven working days prior to the effective date of the rule. The County agrees to only establish or amend work rules, practices, and agreements in a reasonable manner. For purposes of this Article, work rules, practices, and agreements are defined as and limited to rules promulgated by the County within its discretion which regulate the job related personal conduct of employees. Work rules, practices, agreements or amendments thereto, shall not conflict with the terms of this Contract. Work rules, practices, agreements, or amendments thereto, shall be available, upon request to bargaining unit employees. Upon request specified work rules, practices, agreements, or wants thereto, will be provided to the Union.

- 1.5 ***Equal Treatment.*** The County shall insure that all employees are equally treated with respect and dignity and are afforded the right of privacy when being counseled on performance issues.

ARTICLE 2 - TERM OF CONTRACT

- 2.1 **Term and Conditions.** The term and conditions of this contract shall continue in full force and effect commencing on April 1st, 2006 and terminating on **June 30th, 2009**, unless the parties mutually agree in writing to extend any or all of the terms of this contract.
- 2.2 **Negotiations.** Negotiations for a new contract may be initiated by either party no sooner than 120 days prior to the expiration of this contract.
- 2.3 The parties agree to commence collective bargaining within thirty (30) days after receipt of written notification, unless mutually agreed to in writing for the purpose of negotiating a contract.

ARTICLE 3 - DEFINITIONS

- 3.1 **County.** The County is York County. As used herein, reference to "County" shall also include "County Commissioner(s)" as appropriate.
- 3.2 **Supervisor.** A supervisor is herein defined as any employee having authority, in the interest of the County, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other employees, or responsibly direct them or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority that is not of a merely routine or clerical nature but requires the use of independent judgment, i.e., highway superintendent and/or assistant highway superintendent.
- 3.3 **Foreman.** A Foreman is herein defined as a designated crew leader having authority to direct the daily activities of the road crew. The Foreman will help plan and coordinate the use of manpower, equipment and materials used in the Road Department projects. The Foreman will help evaluate the job performance of the employees. The Foreman performs all the duties of the road crew. The foreman shall not be given preference for any overtime hours if a regular employee is available and qualified to perform such duties.
- 3.4 **Full-Time Employee.** A full-time employee is herein defined as an employee who is regularly scheduled to work 40 hours per week on a year-round basis.
- 3.5 **Part-Time/Seasonal Employee.**
- (A) A part-time employee is herein defined as an employee who is not a full-time employee and who works less than 25 hours per week on a year-round basis.
 - (B) Seasonal employee is herein defined as an employee scheduled to work forty hours per week for nine (9) months, but less than twelve (12) months per year.
- 3.6 **Date Of Employment.** For the purposes of determining the anniversary date of employment only, the date of employment shall be deemed to be the first day the employee performs the duties for which he was hired.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 **Reservation of Management Rights.** 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 hereto shall be construed or interpreted to restrict, limit or impair the rights, powers and authority of the County heretofore possessed and hereafter granted by virtue of law, regulations or resolutions. These rights, powers and authorities shall include, but not be limited to, the right to manage and supervise all of its operations and establish work rules, regulations and other terms and conditions of employment, not inconsistent with the specific term of this Agreement.
- 4.2 **Listing of Management Rights.** 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, exclusively, and without limitation to the County, to-wit:
- (a) The right to manage the County's operations and to direct the working force;
 - (b) The right to hire employees;
 - (c) The right to maintain order and efficiency;
 - (d) The right to extend, maintain, curtail, or terminate operations of the County;
 - (e) The right to determine the size and location of the County's operations and to determine the type and amount of equipment to be used;
 - (f) The right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
 - (g) The right at any time to determine, create, modify, and terminate jobs, job vacancies, departments, job classifications, and job duties;
 - (h) The right to transfer, promote and demote employees;
 - (i) The right to discipline, suspend, and discharge employees;
 - (j) The right to lay off at any time;
 - (k) The right to enforce and require employees to observe rules and regulations set forth by the County;
 - (l) The right to determine when and whether a position or job classification is vacant and when it will be filled;
 - (m) The right to determine how many employees shall be in each classification and whether any employees shall be in any classification; and
 - (n) The right to determine the individual and relative qualifications, ability, ability to perform, and physical fitness of all employees.
- 4.3 **Subcontracting.** The Union recognizes the right of contracting and subcontracting is vested in the County. The right to contract or sub-contract shall not be used to discriminate against any employee.

4.4 **Notice.** If the contracting out or sub-contracting of bargaining unit work has an effect on bargaining unit employees, the County agrees to notify the Union in order to provide the Union with an opportunity to discuss with the County its necessity and effect on the bargaining unit. Effect on bargaining unit would be defined as (but not limited to) causing a layoff, reducing the hours of work, or causing the reduction in the amount of time that the County may reemploy those qualified employees who are part-time and or seasonal.

ARTICLE 5 - RECOGNITION AND UNION SECURITY

- 5.1 **Bargaining Unit.** The County recognizes the Union as the exclusive collective bargaining agent for employees as certified by the Nebraska Commission of Industrial Relations (CIR) which include all full-time, part-time, and seasonal employees in the following classifications: Foreman, Road Crew, and Mechanic. The County will not during the life of this Agreement bargain with any group of employees or with any other employee organization with respect to terms and conditions of employment covered by this Agreement which are considered to be mandatory subjects of collective bargaining.
- 5.2 **Exclusion of Supervisors.** The County and the Union agree that for purposes of administration, this Contract shall pertain to bargaining unit employees who occupy the position class titles set forth specifically in Article 5, Section 5.1, except for employees occupying positions identified as supervisory or confidential either as agreed upon by the County and the Union or as identified at any time by the Commission of Industrial Relations or court of proper jurisdiction.
- 5.3 **Union Membership.** In accordance with Section 48-837 of the Nebraska State Statutes, employees shall have the right to join and participate in, or to refrain from joining and participating in the Union. There shall be no interference, restraint or coercion by the County or the Union against any employee because of membership or non-membership in the Union, or for exercising their rights under this contract.
- 5.4 **Classifications.** The County shall notify the Union of newly created classes and classification changes. If the parties are unable to reach agreement as to the inclusion or exclusion of a new classification from the bargaining unit, they shall submit such classifications to the grievance procedure for unit clarification.
- 5.5 **Dues Deductions.** Upon receipt, by the York County Clerk, of a voluntary, written, individual authorization from any of its employees covered by this Contract, on forms provided by the Union, in accordance with the terms and provisions of Appendix A, the County will deduct from the pay owed such employee those dues required as the employees membership dues in the Union. Such monthly deductions shall be remitted within ten (10) calendar days to the designated Union office once the County Board approves their monthly claims.
- 5.6 **Deductions Implementation of Dues.** Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the York County Clerk. Deductions shall be made only when the employee has sufficient earnings to cover deductions for social security, federal taxes, state taxes, retirement, health insurance and life insurance. Deductions shall be in such amount as shall be certified to the County in writing by the authorized representative of the Union.

- 5.7 **Termination of Dues Deductions.** Those employees who wish dues deductions to stop, shall deliver to the County Clerk, a written request, signed by the employee, requesting that the Union dues deduction be discontinued in accordance with the terms and provision of the Authorization of Dues Deductions form (Appendix A). The County Clerk upon receiving such a notice shall indicate which employee has terminated the payroll dues deduction upon the next dues report submitted to the Union pursuant to paragraph 5.9, and the County will supply a photocopy of the request to the Union.
- 5.8 No other employee labor organization shall be granted or allowed to maintain payroll deduction for employees covered by this Contract.
- 5.9 The County shall submit to the Union a monthly "Deduction Report", in paper format, listing the employees with Union dues deductions.
- 5.10 The Union shall indemnify the County and hold it harmless against any and all claims, demands, suits or other 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 section 5.5 through 5.9.
- 5.11 **Bulletin Board.** The Union shall be afforded a bulletin board at the County shop in York to be used for posting of general employee information.
- 5.12 **Materials.** Union Stewards, as defined in Article 5, whose names have been certified to the County in writing, may, during non-work time, post Union notices on the bulletin board supplied. Material to be placed on the bulletin boards shall be limited to notice of the Union's recreational, educational and social affairs, notices of Union elections, appointments and results of Union elections and notices of Union meetings. The Union will be responsible for posting and removal of all Union notices.
- 5.13 **Union Staff Activity.** The County agrees that non-employee representatives of the Union (Union employees), provided they have been certified in writing to the County, and have first obtained permission from the County or their designated representatives (permission shall not be unreasonably denied), and while accompanied by a County Employee, shall be allowed during working hours on the County's premises, with no harassment to:
- a. Post Union notices on designated bulletin board space as prescribed elsewhere in this Article (Stewards and/or Union Officers may do so only during non-work time.);
 - b. Attend meetings scheduled as provided in the grievance procedure of this Contract;

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

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

ARTICLE 6 - WORK

- 6.1 **Work Schedules.** Work schedules are defined as an employee's assigned hours, days of the week, days off and shift.
- 6.2 **Changes To Work Schedules.** The County shall provide five (5) work days written notice to the affected employees prior to making changes in their permanent work schedules, except when requested or agreed to by the Employee or in cases of emergency or bad weather. (An emergency is defined as an unexpected unforeseen or unanticipated event). Non-permanent work schedule changes may be made by the County in order to respond to emergency staffing needs. At an employee's request, the reason for permanent change of schedule will be provided.
- 6.3 **Meal Periods.** All employees shall be granted an unpaid meal period of thirty (30) minutes during each workday for lunch or dinner. Employees are completely relieved from duty during this time and are not compensated for the meal period. Where practicable, the County will attempt to schedule the meal period at approximately the middle of each shift.
- 6.4 **Rest Periods.** All employees shall be granted a fifteen (15) minute paid rest period during each one half shift. The rest period shall be scheduled at approximately the middle of each one half shift, if possible.
- 6.5 **Call Back Time.** Employees eligible for overtime who are called back for duty or called in on employee's day off will be guaranteed a minimum of two hours at the appropriate rate of pay. Such time will be considered as time worked for purposes of computing overtime. This provision shall not be construed so as to provide for additional compensation if the employee is recalled back for duty within the original two hour period, except that employees who are called back to work in excess of two hours will be paid for actual time worked. To qualify for call-in compensation, the time worked cannot be contiguous to the end of an employee's scheduled work shift.
- 6.6 **Show up Pay.** When an employee is not notified of lack of work for his or her next regularly scheduled day prior to or after being released from his or her day's work and before the employee reports to work for his or her next regular scheduled day, the employee shall receive one (1) hour pay straight time for reporting to work. Such time will be considered as time worked for the purposes of computing overtime. This payment will not apply in cases where the County has attempted but was unable to locate an employee prior to his or her reporting for work.
- 6.7 All permanent full-time and seasonal employees shall work a forty (40) hour workweek consisting of five (5) consecutive eight (8) hour days or four (4)

consecutive ten (10) hour days scheduled Monday through Friday, inclusive. Nothing in this Article shall be construed as a guarantee of hours.

- 6.8 ***Out of Classification.*** A full time permanent employee may be temporarily assigned to perform work in a higher classification, if qualified, than their own. When such an assignment is made to a higher classification for a period of continuous eight (8) hours or more, the employee shall be paid the next higher wage rate that appears on the wage schedule for the higher rated classification for those hours and for the duration of the temporary assignment. Such assignment shall not be refused except for reasons of safety or qualifications.
- 6.9 ***Mileage.*** Employees shall be reimbursed for authorized County travel when furnishing their own transportation in the performance of their duties. The mileage rate to be paid will be that rate as established by the State of Nebraska and approved by the County. Any approved rate changes will become effective on the same date as that approved for county wide usage. Each employee being paid mileage will be responsible for furnishing their own gas and other expenses associated with their personal vehicle. Should a dispute occur between the employee and the immediate supervisor over the amount of mileage and time reported, the matter will be reviewed by the County Board with the employee. Note: Use of County gas will be discontinued.

ARTICLE 7 - WAGE ADMINISTRATION

7.1 Step Pay Plan.

FORMAN

	1 (ENTRY)	2 (8 MO)	3 (17 MO)	4 (26 MO)	5 (36 MO)
04/01/06 – 06/30/07	15.44	15.52	15.60	15.68	15.77
07/01/07 – 06/30/08	15.89	15.97	16.05	16.13	16.22
07/01/08 - 06/30/09	16.34	16.42	16.50	16.58	16.67

ROAD CREW

	1 (ENTRY)	2 (8 MO)	3 (17 MO)	4 (26 MO)	5 (36 MO)
04/01/06 -06/30/07	11.87	12.48	12.97	13.49	14.00
07/01/07 - 06/30/08	12.32	12.93	13.42	13.94	14.45
07/01/08 - 06/30/09	12.77	13.38	13.87	14.39	14.90

MECHANIC

	1 (ENTRY)	2 (8 MO)	3 (17 MO)	4 (26 MO)	5 (36 MO)
04/01/06 - 06/30/07	13.58	13.68	13.80	13.91	14.00
07/01/07 - 06/30/08	14.03	14.13	14.25	14.36	14.45
07/01/08 - 06/30/09	14.48	14.58	14.70	14.81	14.90

7.2 Pay Raises. Across the Board Wage Increases.

Contract Years:

04/01/06 - 06/30/07 \$0.45 for foremen, road crew and mechanic increase over the 2005-2006 hourly rates

07/01/07 - 06/30/08 \$0.45 for foremen, road crew and mechanic increase over the 2006-2007 hourly rates

07/01/08 - 06/30/09 \$0.45 for foremen, road crew and mechanic increase over the 2007-2008 hourly rates

- 7.3 **Probationary Period.** The probationary period shall be seven (7) full months of employment with the County and at any time during the probationary period the County may remove an employee whose performance does not meet the required standards of the County. An employee removed from a position during his/her initial seven (7) months probationary period with the County shall not be entitled to appeal such removal to the County or have the same reviewed by an arbitrator.
- 7.4 **Pay Periods.** The County will continue existing practices concerning pay periods and paydays for the term of this contract.
- 7.5 **Retroactive Pay.** All retroactive pay due to across the board increases set out in paragraph 7.2 will be paid in addition to the sums set out above.

All retroactive pay will be paid within forty-five (45) days.

ARTICLE 8 - OVERTIME

- 8.1 **Regular Rate.** The regular rate of pay for an employee shall be as set forth in Article 7.
- 8.2 **Overtime.** Work performed in excess of forty (40) hours per week by an employee shall be paid at time and one-half (1-1/2) the straight time rate.
- 8.3 **Partial Hours.** Work performed by an employee shall be calculated based on six (6) minute increments (1/10th hour).

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

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

- 8.4 **On Call.** If required by the County, an employee may be placed on call during hours following completion of the employee's scheduled work hours. The parties acknowledge that when no work is performed by an employee when placed on call, the employee will receive two (2) hours of straight time pay for each un-worked 24 hour period of on call status or for each un-worked period which may extend to but not into or beyond the employee's regular scheduled hours. Such un-worked hours shall not be used for the purpose of computing weekly overtime.

When an employee is called into work during on call status the employee will receive pay at straight time rate for all hours worked in lieu of the two (2) hours on call pay. However, payment of actual hours worked will not be less than two (2) hours straight time rate of pay. When an employee is called in to work for the second and succeeding times within the same on call period, no additional two (2) hours on call payment will apply. Hours worked during on call status shall be used for the purpose of computing weekly overtime.

- 8.5 **Payment of Overtime.** Overtime shall not be pyramided, compounded or paid twice for the same hours.

- 8.6 **Overtime Worked.** There shall be no payments of overtime for hours not worked.
- 8.7 **Overtime Approval.** No employee shall be compensated for overtime work unless such work has been approved by the employee's supervisor or his/her designated representative.
- 8.8 **Assignment of Overtime.** Overtime will be assigned to the employee or employees regularly performing the work during the regular shift. In the event such employee or employees are unable to work the overtime it will be assigned to the individual qualified to perform the work. If qualifications are equal, the overtime will be assigned on a rotating basis according to seniority within the affected job classification.
- 8.9 **Hours Worked.** Those hours during a workweek for which an employee receives holiday, vacation, or sick leave pay will not be considered hours worked for the purpose of computing weekly overtime pay. unless for holidays actually worked.
- 8.10 **In Service Training.** In the event the County requires in-service training of employees, such training will be considered as work time and the employees paid accordingly.
- 8.11 **Compensatory Time.** Each bargaining unit employee who works overtime may, by mutual agreement elect to take compensatory time off equal to one and one-half (1½) times the overtime hours worked by requesting compensatory time in writing before the County pays the employee for the overtime hours worked. The employee must specify the time periods requested as compensatory time; or alternately request that the compensatory time be placed in a bank to be recompensed at a later date but prior to the end of the calendar year.

The County agrees that it will allow the compensatory time earned in Lieu of overtime as elected by the employee as long as the period of compensatory time does not conflict with any current County personnel needs for bargaining unit employees.

ARTICLE 9 - AUTHORIZED LEAVE

9.1 **Holidays.** The following holidays are compensated holidays for employees in the bargaining unit which consist of full-time, seasonal and part-time employees:

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

Seasonal employees will not be eligible for compensated holidays while on lay-off status. As for part-time employees, their holiday pay will be in direct ratio to their normal scheduled hours, i.e., six (6) hour work days would mean six (6) hours holiday pay.

9.2 **Weekend Holidays.** When a holiday falls on the first day of an employee's weekend, it shall be observed on the preceding day. When a holiday falls on the last day of an employee's weekend, it shall be observed on the following day. When a holiday falls during a workweek, employees on a four day ten hour (4/10's) schedule will revert to a five day eight hour (5/8's) workweek and shall receive eight (8) hours of holiday pay.

9.3 **Work on a Holiday.** All work performed on any observed holiday shall be compensated for at the rate of one and one-half (1-1/2) times the actual number of hours worked on such holiday, in addition to holiday pay which shall constitute eight (8) hours of pay at straight time at the employee's rate of pay at the time of the observed holiday.

9.4 **Vacation Leave.** All full time employees shall be eligible for paid vacation leave after one year of continuous full time employment. Vacation leave shall be earned in accordance with the following schedule and calculated on each anniversary date of employment.

After	1 year	6	workdays
Years	2-5	10	workdays
	6-9	12	workdays
	10-15	15	workdays
After	15 years	19	workdays

Eligibility for vacation leave shall be determined by employment date and each anniversary thereafter. Annual leave shall not accrue to any employee on any unpaid leave of absence, suspension, or lay off.

9.5 **Vacation Carryover.** The County shall determine the number of employees that may be on vacation at any one time. No employee shall carry over or accumulate more than **ten (10)** vacation days from year to year.

9.6 **Instructions and rules for scheduling vacations.** Subject to service requirements, vacation may be scheduled at anytime during the calendar year. The County reserves the right to approve or disapprove the request based upon the workload and vacation load. Request for vacation shall not be unreasonably withheld by the County.

The County will ascertain from the employees their vacation desires as soon after the first of the year as administratively practical and will normally post a completed vacation schedule on a bulletin board prior to the end of April. Scheduling shall be by seniority, however, seniority will not prevail for employees who do not apply for vacation prior to the April posting.

A vacation period for an employee which appears on an approved vacation schedule shall not be changed within thirty (30) days of the start of vacation without the mutual consent of the County and the employee involved. "Start of vacation" shall be understood to mean the first vacation day on which the employee would have normally been scheduled to work. Vacation leave shall not be permitted for less than eight (8) hours per day except in cases of emergency when approved by management. In such cases, no less than one-half day may be granted.

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

9.8 **Sick Leave Benefit.** All Bargaining Unit employees shall earn one (1) day of sick leave per month. Seasonal employees will earn one (1) day per month for all months worked. Part-time employees working twenty to thirty hours of a scheduled work week, shall earn sick leave at a rate of four (4) hours per month.

9.9 **Sick Leave.** The following conditions are valid reasons that sick leave may be used:

- a. When an employee is unable to perform his/her duties because of sickness, disability, injury, or when an employee's presence at work jeopardizes the health of others by exposing them to a contagious disease.
- b. When the illness, disability, injury or major surgery of an immediate family member requires the employee's presence. The immediate family shall be considered as: spouse, children, parents, and others bearing the same

relationship to the employee's spouse. At the County's discretion, the definition of immediate family may be broadened.

- c. When an employee schedules medical, surgical, dental or optical examinations or treatment, or when the employee must seek emergency medical treatment.
- 9.10 **Request for Sick Leave.** Sick leave shall be requested in advance when possible. Such request shall be answered within 48 hours. In the case of illness, injury, emergency or any other absence not approved in advance, the employee should inform the first level of supervision outside the bargaining unit of the circumstances as soon as possible. An employee may be required to submit substantiating evidence when the reason for the leave request was a medical or dental appointment. Substantiating evidence may be required if the sick leave absence exceeds three consecutive workdays.
- 9.11 **Denial of Sick Leave.** Sick leave may be denied when the employee fails to substantiate the legitimate use of sick leave.
- 9.12 **Accumulation.** Unused sick leave allowance may be accumulated up to a maximum of **one-hundred twenty (120)** days. Sick leave does not accrue while an employee is out on unpaid leave. Sick leave does not accrue during the seasonal employee's lay-off period.
- 9.13 **Break in Service.** Employees returning to work after a break in service of less than one calendar year shall have their accumulated unused and unpaid (section 9.12) sick leave balance reinstated. Employees returned to work after a break in service of more than one calendar year shall start with a zero sick leave balance and shall be considered to be new employees.
- 9.14 **Bereavement Leave.** An employee may be allowed up to five (5) days leave with pay upon the death of a member of that employee's immediate family with the approval of the Elected Official or Department Head. The leave will not be unreasonably denied. The term "immediate family" includes a spouse, children, step-children, parent, parent-in-law, brothers and sisters. Three days will be allowed for the death of grandchildren and grandparents. Other requests must have the approval of your elected Official or Department Head. The department head must be notified in advance of the need for funeral leave. The department head reserves the right to request proof of death prior to approving funeral leave. Vacation time or leave without pay shall be allowed, not to exceed a reasonable length of time for an employee to serve as a pall bearer or attend a funeral other than immediate family.
- 9.15 **Sick Leave Pay-off.** Employees who are eligible for and elect to take retirement shall be eligible to receive a one-time payment of 50% of their accumulated unused

sick leave. Such payment shall be at straight time rate of pay and shall not be subject to the computation of overtime.

9.16 **Job Related Disability.** All employees who are disabled as a result of a job-related injury or disease shall be granted sick leave in accordance with the sick leave provisions of this Article until workers' Compensation coverage begins. Disability shall mean that the employee is unable to perform the tasks usually encountered in the employee's job category due to a job-related disability or treatment for a job related disability.

- a. Any job related injury or disease shall be reported to the proper authority within seventy-two (72) hours in writing.
- b. Health insurance with the appropriate County contribution will be paid during an absence under workers' compensation after all accrued leave has been depleted pursuant to York County Personnel Policies up to a maximum of twelve (12) weeks including all paid leave time.

Employees will be required to substitute all appropriate paid leave time for any of the unpaid leave time granted to employees pursuant to policy or the Family and Medical Leave Act.

9.17 **Military Leave.** Military leave shall be granted in accordance with applicable federal and state laws.

9.18 **Civil Leave.** All employees shall be eligible for paid civil leave under the following conditions:

- a. **Jury Duty:** The employee will be paid their regular salary and the employee will be required to surrender his jury pay, other than expenses to the County.
- b. **Court Appearances:** Time spent by employees appearing in court as a function of their job shall be considered as hours worked. All witness fees and reimbursements received as a result of these court appearances shall be returned to the County.
- c. **Poll Worker Duty:** Time spent by an employee serving as an involuntary worker as a result of being selected by the Election Commission via a voter registration list shall be considered time worked. All pay received from this duty shall be reimbursed to the County.

Employees attending courts as a plaintiff, defendant or witness on non-work related matters, may use vacation leave or earned compensatory time. In the event the employee is subpoenaed for non-work related matters and does not have vacation leave or compensatory time the County shall grant a leave of absence. Any

witness fees paid to the employee for these court appearances shall be kept by the employee.

- 9.19 **Leave of Absence.** The County may grant an employee an unpaid leave of absence, not to exceed one (1) year (time limit does not apply to military service and some worker's compensation cases), when such absences will not interfere with the best interest of the County. Under unusual circumstances this time may be extended by the County. Written requests for leaves of absence will be considered for such things as temporary disabilities, educational purposes, or other uses. The leave of absence when granted, shall be in writing and detail the employment conditions that will be in effect at the end of the absence.
- 9.20 **Temporary Positions.** During the leave of absence, the temporarily vacated position may be filled by either employing a seasonal employee or assigning another qualified employee to assume the duties of the position.
- 9.21 **Use of Paid Leave.** Any employee granted a leave of absence shall be required to use any accumulated vacation leave prior to being placed on leave of absence without pay status.
- 9.22 **Service Date.** The employee's service date shall be adjusted for non-pay absences in excess of fourteen (14) calendar days, except when an employee is still eligible for worker's compensation payments.

ARTICLE 10 - INSURANCE

10.1 *Health Insurance.*

- A) The County shall continue to provide the existing or improved health insurance coverage during the life of this contract. The County reserves the right to change carriers upon immediate notification to the Union.

- B) The County agrees to provide and pay 100% of the single premium cost for health insurance for all regular full-time, part-time, and seasonal employees in the bargaining unit. The County agrees to pay 56% of the family premium or 61% of a two-party premium cost for health insurance for all regular full-time, part-time, and seasonal employees in the bargaining unit electing such coverage, with the employee paying the balance through payroll deduction.

Seasonal employees during their lay-off period may elect to continue health insurance coverage at the COBRA rate, with the employee bearing the full cost of the premium.

- C) The County will provide a \$10,000 group life insurance policy for all Bargaining Unit employees. The full cost will be borne solely by the County.

- D) In the event of premium adjustments during the term of this agreement, the County reserves the right to notify the Union and meet to negotiate any changes the County feels are necessary as related to County/Employee premium increases and/or percentages of participation as outlined in (B) of this Article.

ARTICLE 11 - TRANSFERS, PROMOTIONS, AND FILLING VACANT POSITIONS

- 11.1 **Posting Job Vacancies.** All permanent vacancies within the bargaining unit classifications covered by the Agreement shall be posted on appropriate bulletin boards for a period of five (5) working days, during which time interested employees may apply for.
- 11.2 It shall be the responsibility of the employee to be aware of Job Postings. The Steward may enter the name(s) of absent or vacationing employees. Bids submitted after the closing date will not be honored.
- 11.3 Employees shall not be allowed to bid on a lower rated position except when bidding a position held immediately prior to their current position.
- 11.4 Employees bidding on jobs must possess the necessary qualifications to properly perform the duties of the new job.
- 11.5 In making a selection for the job opening, if more than one employee meets the qualifications for the job, seniority will govern.
- 11.6 Employees who have successfully bid on a job shall not be eligible to bid on another job, except as work conditions allow, until they have performed in their new assignment for twelve (12) months.
- 11.7 Employees who have successfully bid on a job and have been unable to perform satisfactory shall not be eligible to bid on another job for a period of six (6) months.
- 11.8 If at any time during the first twelve (12) months it is shown that the employee does not have the ability to meet the requirements of the new job, he shall be returned to his previous job.
- 11.9 When an employee successfully bids a higher rated job he/she shall be paid the next higher wage rate that appears on the wage schedule for the higher rated job. When an employee successfully bids a job in the same or lower wage employee's experience on the former job as related to the requirements of the new assignment.
- 11.10 The month and date of wage review for employees at less than the maximum rate shall not be changed as a result of a promotion under this article. An employee at maximum rate in his present classification who is to receive less than the maximum rate in the new assignment will ordinarily be scheduled for wage review seven (7) months from date of promotion and at intervals of seven months thereafter until reaching maximum rate.

11.11 Management may elect, without posting, to fill a vacancy with 1) an employee returning from leave of absence, 2) by re-employment of a laid off employee, or transfer of another employee to prevent his/her layoff, 3) by reclassifying an employee who is incapable of properly performing in his/her present job, or who requests a downward transfer.

Management may not so elect where the vacancy is a job rated higher than that currently held or last held by that candidate.

11.12 It is recognized that situations may arise where, lacking qualified bidders, work requirements necessitate filling a vacancy with a qualified person either through a voluntary transfer or another employee or by a new hire.

ARTICLE 12 – SENIORITY

- 12.1 Seniority as defined herein shall prevail, provided qualifications and ability are sufficient, and shall apply to all employees in the Roads Department who perform work within the scope of the work classifications covered herein.
- 12.2 Seniority shall include the sum total of all continuous employment time and time considered as continuous employment as follows:
1. Approved continuous absences of short duration as outlined in Article 9 – Authorized Leave.
 2. Approved continuous absences of long duration as outlined in paragraph 9.18 of Article 9 – Authorized Leave.
 3. Absence by reason of disability arising from job connected injury.
 4. Active duty in the Armed Forces of the United States under conditions or reemployment rights as prescribed by law.
 5. All non-productive time for which wage payments are made.
 6. The seniority of employees who have been laid off due to lack of work as provided for Article 15 – Reduction in Staff shall be treated as follows:
 - a. Upon reemployment by the Roads Department, employees who had attained twelve (12) or more months of seniority and who are engaged within (12) months from the date of their layoff shall have their former record of seniority bridged.
 7. Employees classified as part-time as defined in paragraph 3.5 of Article 3 – Definitions shall accumulate seniority at half time (50%) rate.
 8. Seniority shall be considered broken by:
 - a. Discharge of cause.
 - b. Resignation from the Roads Department.
 - c. Failure to return from leave of absence.
 - d. A layoff due to lack of work for a period of more than twelve (12) months.
 - e. Failure to return to work or to make satisfactory arrangements to do so after a layoff within 10 days after receipt of proper notification.

ARTICLE 13 - UNION STEWARDS

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

ARTICLE 14 - GRIEVANCE PROCEDURE

- 14.1 **Definition.** A grievance is a written complaint alleging a violation involving the application and interpretation of the provisions of this labor contract.
- 14.2 **Grievance Form.** In reducing a grievance to writing, the following information must be stated with reasonable clearness: the nature of the grievance, the acts or omissions, the date of the acts, or omissions, the identity of the party or parties who claim to be aggrieved, the identity of the party or parties alleged to have caused the grievance, the provisions of this contract which are alleged to have been violated, and the remedy sought. Failure to comply with this section shall result in the dismissal of the grievance.
- 14.3 **Employee Rights.** Any bargaining unit employee shall have the right to meet individually or with union representation to adjust his/her individual complaint with the County.
- 14.4 **Time Limits.** The time limits provided for in this Article shall be strictly construed. The failure of the employee to meet the time limits provided, shall result in the dismissal of the employee's grievance. Failure of the County to give a decision within the time limits shall permit the employee to proceed to the next step. The time limits and/or steps listed in this Article may be extended or waived at any step of the grievance procedure by written mutual agreement of the parties or their designated representatives.
- 14.5 **Time Computation.** In computing any period of time prescribed in this Article, the date of the acts, event or default from which the designated period of time begins to run shall not be included, The last day of the period shall be included unless it is a Saturday, Sunday, or legal federal or state or contractual holiday, in which event the period extends until the end of the next day which is not a Saturday, Sunday, or legal federal or state or contractual holiday.
- 14.6 **Procedure.** 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 ten (10) workdays of the occurrence of the alleged grievance and or knowledge of, attempt to resolve the matter with a Road Superintendent from the district. The grieving employee shall have the right to be accompanied by the Union Steward or other Union representatives and/or attorney.

(b) Step 2.

Within twenty-one (21) workdays of the occurrence of the grieved action or from the day the employee should have known about the grievance the employee shall present a formal written grievance on a provided grievance form to the County Board or their designee by registered mail.

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 twenty (20) workdays of delivery of the grievance. The County Board shall be responsible for consulting with all necessary levels of supervision in preparation of his/her written response to the grievant.

(c) Step 3.

Within fifteen workdays of receipt of the decision in Step 2, the grievant may appeal said decision through binding arbitration.

- 14.7 All grievances filed by the County shall be presented to the Employee involved or Union depending upon whom the offending party is. In all circumstances, a copy of the grievance will be given to the Union as a courtesy. The offending party and/or Union will have ten (10) working days to respond to the grievance and resolve the matter on an informal basis. If, after ten (10) working days, no resolution has occurred, the Commissioners may within twenty-one (21) workdays to take the matter to binding arbitration.
- 14.8 **Scope of Review.** 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 arbitrator shall not have authority to order, to compel pre-hearing discovery. The fees and expenses of an arbitrator employed shall be borne equally by the parties. Arbitrators shall be selected from lists supplied by the Federal Mediation and Conciliation Service 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 shall be employed.

- 14.9 **Decision of the Arbitrator.** The decision of the arbitrator shall be made in writing within forty (40) workdays of the hearing and shall be accompanied by findings of fact and conclusions of law. The findings of fact shall consist of a concise statement of the conclusions upon each contested issue of fact. Parties to the proceeding shall be notified of the decision and order in person or by mail. A copy of the decision and order and accompanying findings and conclusions shall be delivered or mailed to each party.
- 14.10 **Confidentiality.** 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 15 - DISCIPLINE OR INVESTIGATORY SUSPENSION

15.1 **Causes for Disciplinary Action.** Any action which reflects discredit upon the service or is a direct hindrance to the effective County government functions shall be considered good cause for disciplinary action. The following are declared to be good cause for disciplinary action against any employee though charges may be based upon causes and complaints other than those listed. The proceeding list is not exhausted.

(A) Minor Violations:

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

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

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

Notice of a verbal reprimand, when reduced to writing and any other written penalties shall be noted and placed in the offending employee's disciplinary file. With the exception of verbal reprimands reduced to writing, all other

violations will remain in the employee's disciplinary file for two (2) years from the date of the imposition of the penalty after which, the notice of formal penalty may be removed from the disciplinary file upon the employee's request. Verbal reprimands reduced to writing will be removed after one (1) year from the date of the verbal reprimand upon the employee's request.

(B) Major Violation

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

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

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

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

(C) Gross Violations

- (21) Gross insubordination.
- (22) Provoking or instigating fighting during working hours or at any work location.
- (23) Falsifying County records.
- (24) Knowingly punching another employee's time card or having one's time card punched by another when the employee is not actually working.
- (25) Possessing firearm, or dangerous weapons on County property in violation of State or Federal Law.
- (26) Theft of any County, government, or employee property.

- (27) Reporting for work under the influence of drugs unless authorized by a physician or using drugs on County time unless authorized by a physician.
- (28) 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.
- (29) Drinking any alcoholic beverage while on County time or during working hours.
- (30) Immoral conduct or indecency.
- (31) Threatening, intimidating, coercing or interfering with fellow employees during working hours.
- (32) offensive conduct toward the public.
- (33) Violating any State or Federal Criminal law while on County Time.

Disciplinary action for the foregoing gross violations shall be:
1st offense: discharge

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

15.2 An employee shall be disciplined in accordance with this labor contract. Discipline will be based upon just cause and will in no case be effective until the employee has received written notice of the allegations, describing in detail the issue involved, the date the alleged violation took place, the specific section or sections of the contract or work rules involved, except in emergency or critical situations where oral notice shall suffice, and the employee has had an opportunity to present justification of their actions at a pre-discipline meeting. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the grievance procedure when it is in violation of the terms of this contract. The level of discipline imposed shall be based on the nature and severity of the infraction. The County shall not discipline an employee without cause, recognizing progressive discipline.

15.3 **Removal from Work Assignment.** When the County determines that an employee must be removed from a current work assignment pending the completion of an investigation by the County to determine if disciplinary action is warranted, the County may:

- a. Reassign the employee to another work assignment at their current rate of pay until the investigation is completed.

- b. Suspend the employee from work with pay until the investigation is completed.

The County shall have thirty (30) workdays from the date of discovery of an infraction to initiate disciplinary action except when the County is awaiting the results of an outside investigation. If no action is taken, disciplinary action is barred for that particular incident. The time limitations set forth in this paragraph do not apply to violations which are a violation of City, State, or Federal Law.

- 15.4 ***Disciplinary Procedure.*** If evidence in an investigation shows that disciplinary action should be taken, the County shall initiate disciplinary procedures. If no disciplinary action is taken, the employee shall be reinstated with full service credit for the period of suspension.
- 15.5 ***Meetings.*** Any meeting held pursuant to these provisions may be recorded if the parties so agree and a copy of any recording shall be provided to the other party.
- 15.6 ***Employee Representation.*** The County shall notify any employee who is called into any investigatory or pre-disciplinary meeting with their supervisor that they have the right to have a Union representative present. If the employee declines Union representation, such denial shall be noted by the County. Unless otherwise agreed to, the employees are not entitled to Union representation at “routine” supervisory and/or non-disciplinary counseling conferences.
- 15.7 ***Time Limit.*** Nothing in the article shall bar or limit the time for discipline for matters which are violations of City, State, or Federal Law.

ARTICLE 16 - REDUCTION IN STAFF

- 16.1 **Notice.** If it becomes necessary for the County to decrease Roads Department staff for any reason, including financial reasons or for reduction of work, the County may separate any employee, without prejudice, after ten (10) working days written notice, unless of an emergency nature, in such case, notification shall be commensurate with the reason for action.
- 16.2 **Performance Ability.** If in the discretion of the County a reduction in force is necessary or appropriate, the County shall consider the ability to perform the work of all Bargaining Unit employees. If the ability to perform the work of all Bargaining Unit employees is substantially equal, seniority shall govern. If the ability to perform the work of all Bargaining Unit employees is not substantially equal, then the County may lay off the employee who, in its discretion, is considered least qualified, regardless of seniority. Seniority shall be based on continuous length of service as a full-time employee of the County Department of Roads.
- 16.3 **Foreman.** If the County should eliminate one or all the road crew Foreman's position, the affected Foreman shall revert to a regular road crew worker at 100% of the road crew base pay. Should the elimination of one or more of the road crew Foreman's positions occur in conjunction with a reduction of staff, the affected Foreman shall have the right to bump a regular road crew employee who has less seniority than the affected Foreman. The ability to bump a road crew worker with less seniority shall only apply when said reduction of staff is being handled through lay offs based on seniority rather than job related ability.
- 16.4 Employees being laid off by seniority may bump the employee with the least seniority in any other job provided they: (a) have the seniority to do so; (b) are qualified and able to then perform all the job duties of the employee, under normal supervision, as determined by the County. It is understood that all layoff decisions remain grievable. Anytime a Staff Reduction is conducted according to seniority a full time employee shall have priority over part time employees and the full time/temporary employees shall have the right to bump a part time/temporary employee.
- 16.5 If, after a reduction of staff in an affected position, the County elects to increase staff, the County shall recall those laid off employees with the qualifications to fill the open positions in reverse order of lay off prior to hiring new employees.
- 16.6 If an employee who is separated from employment as a result of a reduction in staff is rehired, the temporary layoff shall not be deemed a break-in-service for continuous employment status purposes and his prior continuous employment period shall be combined with his current continuous employment period for computing continuous years of service for benefit entitlement.

ARTICLE 17 - HEALTH AND SAFETY

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

ARTICLE 18 - NO STRIKE - NO LOCKOUT

- 18.1 **County Services.** The Union and the County recognize and agree that the rendering of services to the citizens of the County cannot be withheld, interrupted, or discontinued, and that to do so could endanger the health, safety and welfare of the inhabitants thereof, as well as violate State Statute.
- 18.2 **Work Stoppage.** Neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, sympathy action, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the County. No picket lines of any type may be observed during the term of this agreement.
- 18.3 **Lockout.** Neither the County nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Contract.
- 18.4 **Discipline.** The County may discharge or discipline any employee who intentionally in concert violates the terms of this Article and any employee who fails to carry out his/her responsibilities under the terms of this Article.
- 18.5 **Remedies.** Nothing contained here-in shall preclude the Union or the County from obtaining whatever remedies may be available to the parties at law or in equity in the event of a violation of this Article.
- 18.6 **Statutory Provisions.** The parties agree to comply with the provisions of Sections 48-802 and 48821 R.R.S. Neb., which are recognized as applicable to the parties to this Contract.

ARTICLE 19 - PERSONNEL FILE INFORMATION

- 19.1 **Inspection.** With prior approval for an absence from work from the Road Superintendent, an employee shall, be allowed to inspect his/her personnel file during normal office hours.
- 19.2 **Authorization.** Upon receipt of written authorization from the employee, the County will allow another employee or designated representative to inspect their entire personnel file or payroll record maintained by the County.
- 19.3 **Location File Review.** Personnel files cannot be removed from the premises and all file reviews will be under the supervision of the County.
- 19.4 **Copies.** Except, as needed to process grievances, the County will provide one copy of up to ten pages of personnel file documents when requested by an employee during each year of this Contract.
- 19.5 **Written Notification.** An employee shall be notified in writing within ten workdays of any non-routine information being placed in his/her personnel file.
- 19.6 **Personnel File.** The County will maintain a personnel file and a separate discipline file for each employee. The personnel file shall contain, in the County's discretion, materials with regard to the employment of the individual. The discipline file shall contain material concerning the discipline of an employee and such materials that the employee may want to submit with regard to disciplinary actions.
- 19.7 **Removal of Disciplinary Items.** At the request of the employee, records of minor disciplinary actions shall be removed from the employees personnel file two (2) years after the discipline was imposed and all records of discipline action will be destroyed.

ARTICLE 20 - COUNTY PERSONNEL POLICIES

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

ARTICLE 21 - NON-DISCRIMINATION

- 21.1 **General Standard.** All provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, religion, sex, disability, national origin, Union membership, protected age, marital status, or veteran status.
- 21.2 **Gender Reference.** All references to employees in this Agreement designate both sexes, and whenever the male or female gender is used, such term should be construed to include both male and female employees.
- 21.3 **ADA Compliance.** The County shall not enter into any agreement with employees coming under the jurisdiction of this agreement, either individually or collectively, which in any way conflicts with the provision and terms of this agreement, unless also agreed by the Union. The Union agrees, however, that this section does not prohibit the County from entering into agreements with qualified individuals with disabilities for the purpose of fulfilling legal obligations to reasonably accommodate such individual. The County shall make every reasonable effort to fashion accommodation to qualified individuals with disabilities in a manner that does not conflict with the provision of this contract. The parties agree that medical information shall be released only upon proper written authorization for the employee the accommodations are being fashioned for. Any proposed accommodation of a qualified individual with a disability that conflicts with this agreement shall be negotiated with the Union and approved by the Union.

ARTICLE 22 - SAVINGS CLAUSE

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

AGREEMENT

Now on this _____ day of _____, **2006**, the County of York, Nebraska hereinafter referred to as "County" and the Nebraska Public Employees Local Union 251, hereinafter referred to as "Union" agree as follows:

1. The Union agrees to waive its right to file any proceedings with the Commission of Industrial Relations alleging lack of comparability with respect to wages, fringe benefits or any other conditions of employment for the bargaining unit members for the time period between **April 1, 2006** through **June 30th, 2009**.

Date

By:

County of York, Nebraska
Chief Negotiator

Date

By:

County of York, Nebraska
Chairperson, County Commissioners

Date

By:

Nebraska Public Employees
Local Union No. 251

In witness hereof, the parties hereto have set their hands this _____ day of _____, 2006.

FOR THE UNION

Nebraska Public Employees
Local 251, representing

STATE OF NEBRASKA)
)ss.
County of Douglas)

_____, being first duly sworn upon oath states that he has read the foregoing contract and knows the contents thereof.

SUBSCRIBED in my presence and sworn to before me this _____ day of _____, 2006.

Notary Public

My commission expires: _____

In witness hereof, the parties hereto have set their hands this _____ day of _____, 2006.

FOR THE COUNTY

County of York, Nebraska
by

STATE OF NEBRASKA)
)ss.
County of York)

_____, being first duly sworn upon oath states that he has read the foregoing contract and knows the contents thereof.

SUBSCRIBED in my presence and sworn to before me this _____ day of _____, 2006.

Notary Public

My commission expires: _____

APPENDIX A

AFSCME Local 251, AFL-CIO

Authorization for Payroll Deduction of Dues

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

X _____ Social Security No. / /
(Employee's Signature)

PRINT OR TYPE: _____
Last Name First Middle Initial Date Card Signed

Street Address City State Zip Code

Employer, Department/Division Job Classification