

**COMPREHENSIVE MASTER AGREEMENT
BETWEEN
COUNTY OF DAKOTA COUNTY, NEBRASKA,
AND
NEBRASKA PUBLIC EMPLOYEES, LOCAL 251
AFSCME**

(Road Department)

JULY 1, 2022 – JUNE 30, 2025

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ARTICLE 1: RECOGNITION

Section 1. Definitions

A. Regular Full-Time Employee

“Regular full-time employee” shall mean an employee who is scheduled to work forty (40) hours or more per week year round.

B. Regular Part-Time Employee

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

C. Temporary Employee and Seasonal Employee

“Temporary employee” and “seasonal employee” shall mean an employee who is scheduled to work twenty-two (22) weeks or less during the period from April through November.

D. Supervisor

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

E. Days

“Days” shall mean work days, Monday through Friday, unless otherwise specifically stated.

F. Department

“Department” shall mean the Dakota County Road Department.

G. Department Head

“Department head” shall mean the head of the Dakota County Road Department.

H. County/Employer

“County” and “Employer” shall mean Dakota County, Nebraska.

I. Union

“Union” shall mean the Nebraska Public Employees, Local 251 AFSCME.

Section 2. Union Recognition

The County recognizes Nebraska Public Employees, AFSCME Local Union 251, as the sole and exclusive bargaining agent for the purpose of collective bargaining, grievance procedures, and disciplinary procedures for all road department employees, but excluding temporary employees and supervisors.

Section 3. New or Modified Job Classifications

If the County creates any new or modifies any current job classification, the County agrees to meet with the Union fifteen (15) days prior to any new or modified job classification becoming effective to determine whether or not any new or modified job classification shall be included in the bargaining unit.

ARTICLE 2: DUES CHECK-OFF

Section 1. Deduction Authorized

In accordance with the provisions in this Article, the Employer shall deduct certified regular monthly Union dues from each employee's paycheck, provided that at the time of such deduction, the Employer has in its possession a written authorization executed by the employee in the form attached to this Agreement on page 40 and marked "Appendix A."

Section 2. Effective Date

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

Section 3. Remitting of Dues

Within fifteen (15) days from the pay date of each payroll deduction, the Employer shall remit the amounts thereof showing the employees' names to the Union treasurer.

Section 4. Indemnification

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

Section 5. Application to Prior Authorizations

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

Section 6. Payment Problems

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

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

ARTICLE 3: LABOR-MANAGEMENT COMMITTEE

Section 1. Purpose and Formation

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

Section 2. Letters of Understanding

The Committee shall meet at such times as are mutually agreed to. Any policy or practice agreed upon by the Committee members and ratified by vote of the Employer and by the employees shall be implemented by a formal letter of understanding, provided it does not conflict with the terms of this Agreement. Minutes of the Committee meeting shall be posted at the Hubbard shop and shall be mailed to those employees who work out of the County shops in Emerson and Homer at each of their home addresses.

ARTICLE 4: MANAGEMENT RIGHTS

Section 1. Enumeration of Rights

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

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

ARTICLE 5: STRIKES AND LOCKOUTS

Section 1. Lockouts

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

Section 2. Employee Actions

No employee shall engage in any strike, sit-down, sit-in, slowdown, sickout, cessation or stoppage or interruption of work, boycott, or picketing of any place where the Employer's activities are or may be carried out.

Section 3. Union Actions

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

Section 4. Remedies

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

ARTICLE 6: JOB QUALIFICATIONS

Physical Demands

The physical demands described here are representative of those that shall be met by an Employee to successfully perform the essential functions of these jobs. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Section 1. Eyesight

All newly hired employees must be able to meet DOT vision standard requirements.

Section 2. Hearing

Employees must be able to meet DOT hearing standard requirements.

Section 3. Lift Requirement

All employees must be able to frequently lift and/or move up to fifty (50) pounds and occasionally lift and/or move up to one hundred (100) pounds without undue discomfort.

Special Requirements

Section 1. CDL

All newly hired employees shall obtain, possess, and maintain a valid Nebraska Commercial Driver's License within thirty (30) working days after date of hire. The Employer shall reimburse each employee for the cost of obtaining their CDL during their employment with Employer; for new hires, Employer shall reimburse any new hire for the cost of obtaining his or her CDL after his or her introductory period is complete. Drivers will also be paid the amount of cost of license renewal.

ARTICLE 7: WORK BREAKS AND MEAL PERIODS

Section 1. Work Breaks

Employees shall be granted a fifteen (15) minute rest period with pay during the approximate middle of each one-half (1/2) work shift.

After an employee has reported for duty and worked for ten and one-half (10½) hours, the employee shall be granted an additional fifteen (15) minute rest period with pay.

Section 2. Meal Period

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

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

ARTICLE 8: HOURS OF WORK

Section 1. Work Day, Work Week, Arrival, and Dismissal Times

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

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

The regular arrival time for all employees shall be 7:00 a.m. and the regular dismissal time for all employees shall be 3:30 p.m. All employees will be allowed ten (10) minutes for cleanup and clothes changing from 3:20 p.m. to dismissal time at 3:30 p.m. The employer and the union will agree to work to establish winter and summer hours of operations.

Section 2. Change in Hours

The Employer may change daily and weekly work schedules from time to time to meet the Employer's requirements. Employees shall be given one (1) week notice, both verbally and in writing, of any change in work schedules, except in cases of emergency. Employees shall be required to work the hours that the Employer schedules, including all hours scheduled during any emergency or emergency situation, subject to the restriction on maximum hours as contained in this Article. The Department Head or his or her designated representative shall be the person who may declare an emergency situation.

Section 3. Emergencies

The Department Head or his or her designated representative shall determine the existence of emergencies and emergency situations provided such determination does not conflict with Section 5 of this Article.

Section 4. Paydays

Employees shall be paid every other Friday by 12:00 p.m. one week following the last day of the pay period. Pay checks shall be electronically delivered to employees by direct deposit.

Section 5. Maximum Hours

No employee shall be required to work more than twelve (12) consecutive hours in any work day. The employee and the employer may agree to work additional hours if such hours do not cause a direct safety concern to the employee or the public.

Section 6. Limitation

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

Section 7. Clean-Up Time

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

Section 8. Closing Due to Weather or Emergencies

Employees will be paid for the hours they were scheduled to work but did not due to the Employer's directive if, due to inclement weather conditions or some other emergency, the Employer directs employees:

- 1) at least an hour before their show-up time not to report to work;
- 2) to leave work before their scheduled dismissal time; or
- 3) to report to work after their scheduled arrival time.

Section 9. Show-Up Time

When the Employer has not advised employees not to report for work on a normal work day and employees report to work but no work is available, they shall be compensated for two (2) hours at straight time. This section does not apply to cases of inclement weather conditions or some other emergency, which are addressed in Section 8 above.

Section 10. Call-In Time

Employees who are called to duty during their off-duty time shall be paid at the rate of one and one-half (1½) times for a minimum of three (3) hours, unless the time extends to their regular work shift.

ARTICLE 9: TOOL/CLOTHING ALLOWANCE

- (1) The County shall provide all safety equipment or protective clothing deemed by the Employer to be necessary. Employees shall be accountable for protective clothing issued to them, less normal wear and tear.
- (2) Clothing allowance shall be paid to the employee once the employee presents a receipt (or copy of receipt) to the County showing that the clothing has been purchased. Examples of allowable expenses are limited to: steel-toed work boots, overshoes, coveralls, insulated coveralls, coats, jackets, work gloves, pants, sweaters, sweatshirts, shirts, and rain protection.

Reimbursement for clothing allowance will be made by separate check. Clothing allowance may be paid for more than one item, but shall not exceed the total amount as provided. Reimbursement: one hundred dollars (\$100.00) per year.

ARTICLE 10: OVERTIME

Section 1. Definition

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

Section 2. Holidays

Holidays shall not be counted as days worked in computing overtime. All days on which an employee does not work shall not be counted as days worked in computing overtime.

Section 3. Approval of Overtime

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

Overtime assignments shall be reviewed on a quarterly basis to determine whether their distribution has been equitable. If the distribution of overtime has not been equitable, overtime assignments in the succeeding quarter(s) shall be allocated in such a manner so as to equalize the distribution of overtime within a job classification. Upon the Union's request, the County shall provide an accounting of all overtime hours worked.

Section 4. Overtime Pay and Compensatory Time

At the employee's discretion, an employee who works overtime may receive compensatory time off in lieu of overtime pay if he notifies his supervisor accordingly on or before the payday following the performance of overtime work.

If overtime hours are compensated in cash, payment shall be made in accordance with Section 7 of the Fair Labor Standards Act.

If overtime hours are compensated with time off, compensatory time shall be provided at a rate of one and one-half hours for each hour of overtime employment. Employees may accumulate and use a maximum of eighty (80) hours of compensatory time in the twelve (12) month periods beginning July 1 and ending June 30.

Any employee who has accrued eighty (80) hours of compensatory time off shall be paid overtime compensation for additional overtime hours of work. If compensation is paid to an employee for accrued compensatory time off, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives the compensation.

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

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

Compensatory time must be used in one (1) hour increments.

ARTICLE 11: SICK LEAVE

Section 1. Allowance

Employees shall be allowed twelve (12) working days (96 hours) of sick leave per year. Sick leave shall be used in no less than one (1) hour increments. Sick leave is earned on a twelve-month basis coincidental with the employee's employment anniversary date and will be available to an employee after it has been earned.

Employees shall have the right to accumulate unused sick leave up to a maximum of sixty (60) working days (four hundred and eighty (480) hours).

A new hire employee during the first (1st) year of employment may, with the approval of the department head, be granted up to forty (40) hours of paid sick leave under special circumstances.

Sick leave shall not accumulate during periods when an employee is absent due to sickness, injury, or layoff of thirty (30) calendar days or more, or when an employee is on an extended unpaid leave of absence.

Section 2. Permissible Uses

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

An employee may use a maximum of one (1) day of sick leave per appointment for attending routine doctor or dentist appointments. Three (3) sick days per year may be used for care of the employee's children, spouse, or parents.

Section 3. Holiday Limitations

Except in cases of serious confining illnesses, which are certified by a physician, sick leave will not be paid for a working day immediately preceding or following a holiday. However, if an employee notifies his supervisor and the supervisor approves the use of sick leave for a doctor or dental appointment on a working day immediately preceding or following a holiday, sick leave may be used on the working day immediately preceding or following a holiday.

Section 4. Physician's Statement

The Employer reserves the right to require a physician's statement for any absence of three (3) or more consecutive working days due to sickness. If the Employer suspects that sick leave is being abused, it may, in its discretion, require the employee to report to a physician for an examination and report. If the report indicates that the use of sick leave was appropriate, then the County shall pay the expense of the examination and report. If the report indicates that the

use of sick leave was not appropriate, then the employee shall pay the expense of the examination and report.

Section 5. Notice to Employer

To be eligible to receive sick leave payment, an employee shall notify the Employer as soon as possible, but, in any event, no later than one hour prior to the starting time of the employee's work day.

Section 6. Leaves for On-the-Job Injuries

The Employer will grant an employee a leave of absence for an absence required as a result of an on-the-job injury covered by Workers' Compensation Insurance. During such leave, the employee at his/her option may apply his/her currently accumulated sick leave benefits to be prorated against the difference between his/her regular straight time wages and the compensation to which he/she is entitled to under the Workers' Compensation Law. Employees may use sick leave for the first seven (7) calendar days of absence that are not covered by Workers' Compensation Law.

ARTICLE 12: VACATION LEAVE

Section 1. Vacation Benefits

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

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

For purposes of determining years of continuous active service, absences in excess of six (6) months due to layoff or an unpaid leave of absence shall be deducted.

Regular part-time employees shall receive vacation leave in a ratio proportionate to their part-time service.

Section 2. Limitations

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

- A. All vacations earned should be taken by the employee prior to the employee's next anniversary date except an employee may carry over one (1) week (five (5) working days) into the following year.
- B. If an employee reaches his/her anniversary date with more than five (5) of accrued vacation leave, the employee shall be paid for the day(s) over the five (5) days mentioned in part (a) at his/her regular rate of pay.
- C. Vacation may be used in increments of no less than one (1) hour.

- D. An employee whose services are terminated, except by discharge, shall receive any vacation earned pursuant to Section 1 of this Article and not previously taken. Such vacations shall be paid to the employee in the employee's last paycheck. At the Employer's discretion, an employee may be paid vacation pay on a pro rated basis from his/her last anniversary date to his/her separation date from the Employer. However, no employee who was terminated for cause shall receive this pro rated vacation pay nor shall any employee receive it during his/her first year of service.

Section 3. Notification of Accrual

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

Section 4. Selection

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

From April 1 through June 30 of each year, the maximum number of employees who may be on vacation is limited to one (1) employee at a time due to the Employer's excessive workload during that time period.

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

During the first year of employment, employees shall earn, but shall not be permitted to take, vacation, subject, however, to the following: any employee serving an introductory period by virtue of a promotion or transfer shall be entitled to take a vacation in accordance with the provisions of this Section. All other introductory employees may, at the sole discretion of their department head, be granted the opportunity to use leave without pay for emergency purposes. The department head's decision shall be final and binding and shall not be subject to the grievance procedure.

Section 5. Holidays Within Vacations

When a holiday falls within an employee's vacation period, such day will not be counted as a vacation day.

ARTICLE 13: TEMPORARY LEAVES OF ABSENCE

Section 1. Bereavement Leave

A leave with pay of up to four (4) consecutive work days per occurrence shall be granted in the event of a death in an employee's immediate family. For purposes of this section, "immediate family" shall mean only the following: spouse, child (including step or foster child), parent (including step or foster parent), brother, sister, mother-in-law, and father-in-law.

A leave with pay of up to two (2) consecutive work days per occurrence shall be granted in the event of the death of an employee's grandfather, grandmother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild.

Employees shall be granted one (1) work day with pay for bereavement which is not covered by paragraph 1 and 2 of this section, and these days shall be charged to their personal sick leave.

Employees may be granted additional days of bereavement leave in excess of the days granted in paragraphs 1, 2, and 3 of this section or may be granted bereavement leave for individuals not listed in paragraph 1 and 2 of this section. Additional bereavement leave under this paragraph shall be charged to vacation leave, sick leave, or shall be granted on an unpaid basis.

Authorization for leave under this section shall be subject to the employee's submission of a copy of the obituary for the individual who has deceased or documentation regarding the date, time, and location of the funeral.

Non-work days (Weekends, Holidays, Vacation) shall not count as part of the Bereavement Leave days.

Funeral leave must be approved by the Department Head or his/her designated representative and must include the funeral date.

Section 2. Jury Duty and Court Appearance

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

Section 3. Union Leave

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

Section 4. Election Polling Duty

Any employee who is called to serve as an Election Poll worker by his/her County Election Commissioner shall be provided leave with pay for such duty, provided that the employee reimburses the County for any fees he/she receives for such duty or the fee amount received is deducted from the employee's regular pay.

ARTICLE 14: EXTENDED LEAVES OF ABSENCE

Section 1. Duration

In the Employer's discretion, an employee may be granted an extended leave of absence without pay not to exceed the introductory period set out in Article 18.

Section 2. Application

Application for such a leave of absence must be made in writing to the Employer not less than thirty (30) days, whenever possible, before the beginning date of the leave, setting forth in writing the length of leave desired and the reasons therefor. The thirty-day time period may be waived by the Board, in its discretion, due to an emergency as determined by the Board.

Section 3. Union Leave

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

Section 4. Benefits During Leave

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

Section 5. Return Rights

Employees returning from an extended leave of absence shall return to the job classification in which they worked before beginning the leave of absence. The Employer may consider an employee's failure to return from an extended leave of absence to be a voluntary resignation.

Section 6. Military Leave

Employees who are called to duty in the reserve component of the United States military shall be granted full rights and benefits as provided for under Federal and State statutes. Military leave for an extended period of time will be granted to employees to the extent and in the manner provided by state and federal law. Employees shall comply with all notice requirements contained in state or federal law in order to be entitled to leave. The County will comply with all applicable provisions of state or federal law, including, but not limited to, provisions concerning benefits and return rights.

ARTICLE 15: HOLIDAYS

Section 1. Holidays Recognized

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

- New Year's Day (January 1)
- Martin Luther King Jr.'s Birthday (Third Monday in January)
- President's Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Veteran's Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Thanksgiving Friday (Day after Thanksgiving)
- ½ day/shift on Christmas Eve (December 24)
- Christmas Day (December 25)
- Four (4) Personal Holidays

If an employee is on a regularly scheduled leave on Christmas Eve, the employee's leave will only be charged with four (4) hours of usage for that day.

Section 2. Observance of Holidays

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

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

Section 3. Eligibility for Holiday Pay

In order to be eligible for receiving holiday pay, an employee must report for work on the last scheduled work day before the holiday and on the first scheduled work day after the holiday unless the employee is absent due to an illness that satisfies the conditions contained in Article 11, Section 3; due to a funeral leave granted in accordance with Article 13, Section 1; due to a leave for jury

duty, election polling place duty, or court appearance granted in accordance with Article 13, Sections 2 and 4; or due to a vacation in accordance with Article 12, Section 5. No employee who has been laid off, discharged, or who is under suspension will be eligible for holiday pay.

Section 4. Pay for Holidays

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

Section 5. Holidays During Vacations

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

Section 6. Overtime Pay

Employees required to work on the day in which any holiday listed in Section 1 is observed shall receive compensation at the rate of one and one-half (1½) times their normal hourly rate of pay for the actual number of hours worked and shall receive holiday pay as set out in Section 4 of this Article in addition to such overtime pay.

Section 7. Assignment of Holiday Work

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

ARTICLE 16: SENIORITY AND LAYOFF

Section 1. Definition of Seniority

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

Section 2. Seniority Records

The Employer shall maintain the seniority records for employees, shall update them annually, and shall provide them to the Union upon request. On the first working day in January of each year of this Agreement, the seniority list shall be posted at the Hubbard and Dakota City shops and shall be mailed to the shops in Emerson and Homer. Any protest as to the correctness of the list must be made in writing to the Employer. Such protest must be filed in writing with the Department Head within twenty (20) working days of the first working day in January. If there is no protest to the seniority list, the list shall be deemed to be accurate.

Section 3. Termination of Seniority

Seniority and the employment relationship shall be broken and terminated if an employee quits for any reason, is discharged, is absent from work for three (3) consecutive working days without notification to and authorization from the Employer, is laid off and fails to report to work within fifteen (15) working days after having been recalled, fails to report for work at the termination of a leave of absence, accepts other employment without Employer permission while on leave of absence for personal or health reasons, or is retired. Provided further that layoff of one (1) year or less, any suspension for disciplinary purposes, absence on authorized leave with or without pay and absence while receiving temporary or total disability benefits under the Nebraska Workers' Compensation Act, not to exceed one (1) year, shall not constitute a break or interruption in service within the meaning of this Article.

Section 4. Non-Bargaining Unit Employees

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

Section 5. Preference for Regular Full-Time Employees

No regular full-time employee shall be laid off from any classification while there are provisional, introductory, part-time, temporary, or seasonal employees performing the same or similar work under the same or similar conditions as full-time employees in the same classification.

Section 6. Bumping Rights

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

Section 7. Return to Former Position

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

Section 8. Layoffs

If in the Employer's discretion a reduction in force is necessary or appropriate, employees shall first be grouped by department and job classification. The Employer shall consider the ability to perform the work of all employees in the job classification where a reduction is to take place. If the ability to perform the work of all employees is substantially equal, seniority shall govern. If the ability to perform the work of all employees is not substantially equal, then the Employer may lay off the employee who in its discretion is considered least qualified regardless of seniority. If the Employer lays off employees other than by seniority, the Employer shall provide the reasons why in writing to the Union and the employees to be laid off at least one (1) work day prior to the layoff.

Section 9. Notice of Layoff

Employees to be laid off will be notified one (1) working day before the effective date of layoff.

Section 10. Recall

If employees are recalled, they shall be recalled in inverse order of layoff. It shall be the employee's responsibility to provide the Employer with his/her current address. If an employee fails to report for duty within fifteen (15) work days of the date on which notice of recall is postmarked, his/her recall rights shall terminate. Laid-off employees shall retain their recall rights for twelve (12) months after their last day of work before layoff.

ARTICLE 17: TRANSFER PROCEDURE

Section 1. Definition of Transfer

A "transfer" shall mean a voluntary movement from one bargaining unit position to another bargaining unit position within the same department.

Section 2. Transfer Procedure

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

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

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

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

If the Employer decides to fill a vacancy from within the bargaining unit, the vacancy shall first be mailed to the shops at Hubbard, Dakota City, Emerson, and Homer at least seven (7) days before the last date for filing an application. Employees who wish to apply for a transfer shall make written application for transfer on or before the last date for filing an application.

ARTICLE 18: INTRODUCTORY AND TRIAL PERIODS

Section 1. New Hires

All newly-hired employees shall serve an introductory period of six (6) months. Introductory periods may be extended by the Department Head.

Section 2. Transfers

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

ARTICLE 19: UNION STEWARDS AND UNION ACTIVITIES

Section 1. Union Stewards

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

Section 2. Union Activities

A Union Steward shall be permitted to investigate and discuss a grievance as defined by this Agreement during work hours, but such investigation or discussion normally shall be limited to the hours of 8:00 a.m. to 8:30 a.m. If the investigation or discussion cannot be accomplished between the hours of 8:00 a.m. and 8:30 a.m., the Union Steward may investigate or discuss a grievance at other times approved by his/her non-bargaining unit supervisor but this time will be limited to thirty (30) minutes. In no event shall visits be allowed to interfere with the employee's work.

Section 3. Grievance Hearings

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

Section 4. Union Representatives

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

ARTICLE 20: GRIEVANCE PROCEDURE

Section 1. Definitions

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

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

"Days" shall mean work days.

Section 2. General Provision

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

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

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

Section 3. First Step (Department Head or Foreman)

Within fifteen (15) days of the act which gives rise to a grievance, the grievant shall complete, deliver, and file the written Grievance Report Form, set forth in Appendix "B" attached, to his/her Department Head or Foreman. If either party requests a hearing within seven (7) days after the grievance is filed, such hearing shall be held within fourteen (14) days after the grievance is filed.

The Department Head or Foreman shall make a decision on the grievance, enter such decision on the Grievance Report Form, and communicate such decision in writing to the grievant. Such action shall be taken within fifteen (15) days after the grievance is filed if neither party requests a hearing or within seven (7) days following the hearing.

Section 4. Second Step (Board of Commissioners)

In the event the grievance has not been satisfactorily resolved at the First Step, the grievant shall file a copy of the grievance with the Board of Commissioners within fifteen (15) days of the Department Head or Foreman's decision. If either party requests a hearing within seven (7) days after the grievance is filed, such hearing shall be held within fourteen (14) days after the grievance is filed.

The Board shall make a decision on the grievance, enter such decision on the Grievance Report Form, and communicate such decision in writing to the grievant. Such action shall be taken within

fifteen (15) days after the grievance is filed if neither party requests a hearing or within seven (7) days following the hearing.

Section 5. Third Step (Mediation)

If satisfactory settlement is not reached at the Second Step, then either party may request non-binding mediation. A mediator shall be chosen from the Federal Mediation and Conciliation Service and the cost (if any) for the FMCS mediator shall be borne equally by both the Union and the County. If either party is not satisfied with the results of non-binding mediation, then within fifteen (15) days of receiving the results of the mediation, either party may take the grievance to the Fourth Step.

Section 6. Fourth Step (District Court)

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

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

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

ARTICLE 21: SUBCONTRACTING

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

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

ARTICLE 22: BULLETIN BOARDS

The Employer shall provide the Union with bulletin board space at the County Shops in Hubbard, Dakota City, Emerson, and Homer. Any materials posted on the bulletin boards shall not contain anything in violation of federal or state law and shall be authenticated and authorized by the local Union.

ARTICLE 23: MISCELLANEOUS PROVISIONS

Section 1. First Aid Supplies

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

Section 2. Mileage Reimbursement

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

Section 3. Access to Information

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

Section 4. Political Campaigns

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

Section 5. Construction of Terms

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

Section 6. Savings Clause

If a court of competent jurisdiction holds any provision of this Agreement invalid, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section 7. Eyeglass Reimbursement

Employees whose eyeglasses are damaged by a work-related accident shall be reimbursed for the expenses of repair or replacement subject to the following restrictions: (a) the damage must be reported to the foreman as soon as possible after it occurs; (b) reimbursement will be limited to the portion of the eyeglasses (e.g. the lenses or the frame) that has been damaged; (c) there shall be no reimbursement for any examination; and (d) the Employer may require that the eyeglasses be repaired or replaced at a designated store.

Section 8. Service Fees

If during the term of this Agreement, a Nebraska State Statute is enacted allowing the Union to collect Service Fees from non-dues paying employees represented under this Agreement, the Union and the County shall enter into good faith negotiations solely for the purpose of adding language to this Agreement regarding the collection of any such fees.

Section 9. Work Rules

The Employer may adopt rules and regulations for the operation of the Department and the conduct of its employees; provided any such rules and regulations shall not conflict with any provisions of this Agreement or the laws of the State of Nebraska or the United States of America. Any terms or conditions not covered in this Agreement will be adhered to as currently written in the County Employee Handbook as amended.

ARTICLE 24: WAGES

Section 1. Coverage

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

Section 2. Placement

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

Employees hired after the effective date of this Agreement shall be placed on the salary schedule in accordance with their job rate specified in Section 3. Newly hired Operators will be paid \$1.00 per hour less than the Operator rate for the first six (6) months of their employment. Thereafter, Operators will be paid the regular Operator rate. However, in the department head's or foreman's discretion, newly-hired employees may be paid the full established rate for their job classification provided they have approval from the County Commissioners.

Section 3. Pay Classification

Effective on the date of the execution of this Agreement by all necessary parties, all employees shall be placed in and paid in accordance with one of the following job classifications:

	FISCAL YEAR		
	2021-2022 (3%)		
	<u>2022-2023 (8%)</u>	<u>2023-2024 (5%)</u>	<u>2024-2025 (6%)</u>
Operator	\$21.62	\$22.70	\$24.06
Mechanic	\$21.62	\$22.70	\$24.06
Laborer/Truck Driver	\$19.80	\$20.79	\$22.03

Section 4. Working Out of Classification

If an employee performs work in a higher-rated pay classification for eight (8) hours or more during a work week, the employee shall be paid at the higher-rate for each hour of higher-rated work performed.

Section 5. Longevity Pay

Employees shall be eligible to receive longevity pay as follows: fifteen cents (\$0.15) per hour after (5) years of completed service; thirty cents (\$0.30) per hour after ten (10) years of completed service; forty-five cents (\$0.45) per hour after fifteen (15) years of completed service; sixty cents (\$0.60) per hour after twenty (20) years of completed service; and seventy-five cents (\$0.75) per hour after twenty-five (25) years of completed service.

Section 6. Anniversary Date

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

ARTICLE 25: INSURANCE

Section 1. Health and Dental Insurance

The Employer agrees to pay 100% of the premium for Group Health Insurance, including Dental Insurance, for individual employees with benefits equivalent to those in effect on the date of the execution of this Agreement. The Employer shall have the discretion to select the carrier and to determine the benefit level. The Union shall have two (2) representatives on a committee with County Board representatives to discuss health insurance changes.

Section 2. Life Insurance

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

Section 3. Long-Term Disability Insurance

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

ARTICLE 26: EVALUATION PROCEDURES

Section 1. Required Evaluations

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

Section 2. Evaluation Conference

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

Section 3. Employee Response

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

ARTICLE 27: SAFETY

Section 1. Safety Committee

In the interest of safety, a Safety Committee consisting of two (2) people, one (1) from the Employer and one (1) from the Union, shall be created. The Union shall select the Union Safety Committee member. The Safety Committee will be responsible for meeting regularly to evaluate department safety, make plans and recommendations, and counsel as necessary concerning the effective administration of the safety program.

Section 2. Alcohol and Drug Testing

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

ARTICLE 28: DURATION AND SIGNATURE

Section 1. Duration

This Agreement shall be effective from July 1, 2022, through June 30, 2025.

Section 2. Procedure for Renegotiation

Any party seeking a continuation or modification of this Agreement following its expiration shall cause a written notice to be served by ordinary mail on the other party postmarked on or before March 15, 2025. If any party seeks continuation or modification of this Agreement, then bargaining shall begin no later than April 1, 2025, and either party may offer any modification of the Agreement that they deem appropriate.

It is also agreed by the County and AFSCME Local 251 that at any time during the lifetime of this Agreement, either party upon written notice may express their desire to modify portions of this Agreement. It is further understood that negotiations may be reopened only by mutual agreement. Any modifications to this Agreement shall be made in writing, signed by both the County and the Union, and attached and made part of this Agreement as an addendum before the modification shall take effect.

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

For the Employer:

Dakota County Board of Commissioners

BY: 

Date: 7-26-22

For the Union:

Nebraska Public Employees, Local 251
AFSCME

BY: 

Date: 7/11/2022

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.

(Employee's Signature)

Date Card Signed

Social Security No. ____ / ____ / ____

PRINT OR TYPE:

Last Name

First

Middle Initial

Street Address

City

State

Zip Code

Home Phone

Work Phone

Employer, Department/Division

Job Classification

APPENDIX B
LOCAL NO. 251
OFFICIAL GRIEVANCE FORM

NAME: _____ DEPARTMENT: _____
 CLASSIFICATION: _____ WORK SHIFT: _____
 WORK LOCATION: _____ IMMEDIATE SUPERVISOR: _____

I authorize the A.F.S.C.M.E. Local No. 251 as my representative to act for me in the disposition of this grievance.

YES NO

Signature of grievant _____ Date _____

GRIEVANCE: (State the article and the section of the contract that has been violated.)

ADJUSTMENT REQUIRED:

Step 1: (Presentation to Department Head or Foreman; Department Head or Foreman's disposition of grievance attached in writing.)

<input type="checkbox"/> Approved	PRESENTATION DATE	RECEIVED BY DATE	RESPONSE DATE
<input type="checkbox"/> Denied	_____	_____	_____

Step 2: (Presentation of grievance to Board of Commissioners; Board of Commissioners' disposition of grievance attached in writing)

<input type="checkbox"/> Approved	PRESENTATION DATE	RECEIVED BY DATE	RESPONSE DATE
<input type="checkbox"/> Denied	_____	_____	_____

Step 3: (Presentation of grievance to Mediation; Mediator's disposition of grievance attached in writing)

Approved PRESENTATION DATE RECEIVED BY DATE RESPONSE DATE

Denied _____ _____ _____

Step 4: (Presentation of grievance to District Court)

Approved PRESENTATION DATE RECEIVED BY DATE RESPONSE DATE

Denied _____ _____ _____

ALL OF THE ABOVE REQUESTED INFORMATION MUST BE FILLED IN COMPLETELY. FAILURE TO DO SO WILL RESULT IN THE GRIEVANCE BEING INVALID AND WILL NOT BE PROCESSED.

Distribution: