

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

(Road Department)

JULY 1, 2025 – JUNE 30, 2028

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ARTICLE 1: RECOGNITION

Section 1. Definitions

A. Regular Full-Time Employee

“Regular full-time employee” means an employee who is scheduled to work forty (40) hours or more per week year-round and who is eligible for full benefits as outline in this Agreement.

B. Regular Part-Time Employee

“Regular part-time employee” means 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 will receive benefits in a ratio proportionate to their part-time service.

C. Temporary Employee and Seasonal Employee

“Temporary employee” and “seasonal employee” means an employee who is scheduled to work twenty-two (22) weeks or less during the period from April through November. Temporary and seasonal employees are not eligible for benefits unless required by law.

D. Supervisor

“Supervisor” means 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 of a routine or clerical nature but requires the use of independent judgment.

E. Days

“Days” means workdays, Monday through Friday, unless otherwise specifically stated.

F. Department

“Department” means the Dakota County Road Department.

G. Department Head

“Department Head” means the Dakota County Road Foreman.

H. County/Employer

“County” and “Employer” means Dakota County, Nebraska.

I. Union

“Union” means the Nebraska Public Employees, Local 251 AFSCME as certified by the Nebraska Commission of Industrial Relations (CIR), and recognized by the County as the exclusive representative for the bargaining unit.

Section 2. Union Recognition

The County recognizes the Union 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 if the new or modified job classification will be included in the bargaining unit.

ARTICLE 2: DUES CHECK-OFF

Section 1. Deduction Authorized

In accordance with this Article, the Employer will deduct certified regular monthly Union dues from each employee's paycheck, provided that at the time of such deduction, the Employer has the written authorization on page 40 attached as "Appendix A" executed by the Employee.

Section 2. Effective Date

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

Section 3. Remitting of Dues

Within fifteen (15) days from the pay date of each payroll deduction, the Employer will remit the deduction amounts 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 is effective and revocable in accordance with the terms of this Article.

Section 6. Payment Problems

The Employer will 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 will not be deducted from subsequent pay periods. In such event, it is 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 employee has made duplicate payment to the Union directly, it is the employee's responsibility to collect such duplicate payment from the Union.

ARTICLE 3: LABOR-MANAGEMENT COMMITTEE

Section 1. Purpose and Formation

A special joint Labor-Management Committee is established to discuss problems of common interest to the Employer and employees. The Union and the Employer will each designate two (2) representatives to serve on the Committee. Additional representatives may be invited to attend by mutual agreement between the Employer and the Union when specialized issues are discussed. The Committee will aim to meet at least quarterly. The Highway Superintendent will set up the meetings, create the agenda, and keep the minutes for this Committee.

Section 2. Letters of Understanding

The Committee will meet at such times that the Employer and Union mutually agree to. Any policy or practice that the Committee members agree on and that is ratified by vote of the Employer and employees will be implemented by a formal letter of understanding, provided it does not conflict with the terms of this Agreement. Meeting minutes will be distributed electronically to all bargaining unit members and posted at all County shop locations.

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 rights 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 that the Employer sets forth;
- (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 will be in each classification and whether any employees will 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 it will not engage in any lockout of its employees during the term of this Agreement.

Section 2. Employee Actions

No employee will 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 will 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 has 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 an employee must meet to successfully perform the essential job functions. 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 in a safe manner consistent with County safety protocols and without risk to themselves or others.

Special Requirements

Section 1. CDL

All newly hired employees must obtain, possess, and maintain a valid Nebraska Commercial Driver's License before the end of the employee's introductory period. The Employer will reimburse each employee for the cost of obtaining their CDL during their employment with Employer. For new hires, Employer will reimburse them for the cost of obtaining his/her CDL after his/her introductory period is complete. Drivers will also be paid the cost of license renewal.

ARTICLE 7: WORK BREAKS AND MEAL PERIODS

Section 1. Work Breaks

Employees will be granted a fifteen (15) minute rest period with pay during the approximate middle of each one-half ($\frac{1}{2}$) work shift. Rest periods will be scheduled as close to the middle of the work period as operational demands permit.

After an employee has reported for duty and worked for ten and one-half ($10\frac{1}{2}$) hours, the employee will be granted an additional fifteen (15) minute rest period with pay. If operational needs require, this break may be extended to twenty (20) minutes with supervisor approval.

Section 2. Meal Period

Employees will be granted a one-half ($\frac{1}{2}$) hour meal period without pay scheduled at the approximate middle of the shift. Meal periods will not be unreasonably delayed.

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. This may occur on an occasional basis, subject to workload and staffing conditions. Employees will not be forced to take breaks in unsanitary or unreasonable conditions.

ARTICLE 8: HOURS OF WORK

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

The regular workday will consist of eight (8) or ten (10) hours, excluding the meal period. The regular work week will consist of forty (40) hours, excluding meal periods, Monday through Friday.

When employees are working a 10-hour shift, the regular arrival time is 6:00 a.m. and dismissal time is 4:30 p.m. When employees are scheduled to work an 8-hour shift, the regular arrival time will be 7:00 a.m. to 3:30 p.m. All employees will be allowed ten (10) minutes for cleanup and clothes changing from 3:20 or 4:20 p.m. to dismissal time at 3:30 p.m. or 4:30 p.m.

The Employer and the Union must mutually agree in writing to any modifications for winter and summer hours of operation. Notice of seasonal hour changes will be provided no less than 14 days in advance.

Section 2. Change in Hours

The Employer may change daily and weekly work schedules from time to time to meet the Employer's requirements. Except in cases of emergency, employees will be given at least seven (7) calendar days' notice, verbally and in writing, of any change in work schedules. Employees will be required to work the hours that the Employer schedules, including all hours scheduled during any emergency, subject to the restriction on maximum hours as contained in this Article. The Department Head or his or her designated representative is the person who may declare an emergency.

Section 3. Emergencies

The Department Head or his or her designated representative must determine the existence of any emergencies, provided such determination does not conflict with Section 5 of this Article.

Section 4. Paydays

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

Section 5. Maximum Hours

No employee will be required to work more than twelve (12) consecutive hours in any workday. 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 work hours and not a

guarantee of hours. However, if the Employer has any regular reduction in work hours, the Employer will provide the employees with written justification for the reduction. The reduction will be subject to Union review.

Section 7. Clean-Up Time

Where established by practice, job-related non-personal clean-up time will 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 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

On a normal workday, when the Employer has not advised employees not to report for work and employees report to work but no work is available, they will be compensated for two (2) hours at straight time. This section does not apply to cases of inclement weather conditions or other emergencies, which are addressed in Section 8 above. If partial work is available, employees will be offered the opportunity to complete alternative assignments before being sent home.

Section 10. Call-In Time

Employees who are called to duty during their off-duty time will 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. In such cases, pay will continue at the employee's regular rate (not one and one-half (1½) times) after the call-in period ends and regular work begins.

ARTICLE 9: TOOL/CLOTHING ALLOWANCE

- (1) The County will provide all safety equipment or protective clothing that the Employer deems necessary. Employees will be accountable for protective clothing issued to them, less normal wear and tear.
- (2) The Employer will pay the employee clothing allowance once the employee presents a receipt (or copy of receipt) to the Employer 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 will not exceed the total amount as provided. Reimbursement will not exceed two hundred dollars (\$200.00) per year. Unused reimbursement may be carried over for one additional fiscal year, not to exceed a cumulative cap of four hundred dollars (\$400.00). The Department Head will designate an employee to keep track of each employee's reimbursement and carryover for the auditors.

ARTICLE 10: OVERTIME

Section 1. Definition

Only actual work time performed in excess of forty (40) hours in any week will be overtime hours.

Section 2. Holidays

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

Section 3. Approval of Overtime

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

Overtime assignments will 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) will be allocated in such a manner so as to equalize the distribution of overtime within a job classification. Upon the Union's request, the Employer will 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 the employee notifies his/her supervisor accordingly on or before the payday following the performance of overtime work.

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

If overtime hours are compensated with time off, compensatory time will be provided at a rate of one-and one-half (1½) 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 will be paid overtime compensation for additional overtime work hours. If compensation is paid to an employee for accrued compensatory time off, such compensation will be paid at the employee's regular rate at the time the employee receives said compensation.

Upon termination of employment, employees will be paid for unused compensatory time at a rate of compensation not less than: (1) the average regular rate the employee received during the last

three years of his/her employment or (2) the final regular rate the employee received, whichever is higher.

Employees who have accrued compensatory time off may request the use of compensatory time and must be permitted to use such time within a reasonable time period after making the request if that use does not unduly disrupt the Department's operations or cause the Employer to hire contractors.

Compensatory time must be used in one-half hour ($\frac{1}{2}$ hour) increments.

ARTICLE 11: SICK LEAVE

Section 1. Allowance

Employees will be allowed twelve (12) working days (96 hours) of sick leave per year. Sick leave must be used in increments of no less than one-half (½) hour. 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 have the right to accumulate unused sick leave up to a maximum of sixty (60) working days (four hundred and eighty (480) hours).

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

Sick leave will 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 will be used for personal illnesses and injury, including on-the-job injury or disability, subject to the provisions set out in this Article. 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. Five (5) 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 that 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/her supervisor and the supervisor approves 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. If sick leave is properly documented, no loss of pay will occur for holidays adjacent to approved medical appointments or certified illness.

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 sick leave is being abused, it may, in its discretion, require the employee to report to a County-designated physician for an examination and report. If the report indicates that the use of sick leave was appropriate, then the County will pay the expense of the examination and report. If the report indicates that

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

Section 5. Notice to Employer

To be eligible for sick leave payment, the employee must 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 workday.

Section 6. Leaves for On-the-Job Injuries

The Employer will grant a leave of absence to any employee for 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 an in accordance with the provisions of this Article, employees will 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 his/her most recent hire date will be given five (5) days (40 hours) vacation with pay at his/her 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 his/her most recent hire date will be given ten (10) days (80 hours) vacation with pay at his/her regular hourly rate.
- C. An employee in the continuous active service of the Employer for six (6) years or more as of the anniversary of his/her most recent hire date will be given eleven (11) days (88 hours) vacation with pay at his/her regular hourly rate.
- D. An employee in the continuous active service of the Employer for seven (7) years or more as of the anniversary of his/her most recent hire date will be given twelve (12) days (96 hours) vacation with pay at his/her regular hourly rate.
- E. An employee in the continuous active service of the Employer for eight (8) years or more as of the anniversary of his/her most recent hire date will be given thirteen (13) days (104 hours) vacation with pay at his/her regular hourly rate.
- F. An employee in the continuous active service of the Employer for nine (9) years or more as of the anniversary of his/her most recent hire date will be given fourteen (14) days (112 hours) vacation with pay at his/her regular hourly rate.
- G. An employee in the continuous active service of the Employer for ten (10) years or more as of the anniversary of his/her most recent hire date will be given fifteen (15) days (120 hours) vacation with pay at his/her regular hourly rate.
- H. An employee in the continuous active service of the Employer for eleven (11) years or more as of the anniversary of his/her most recent hire date will be given sixteen (16) days (128 hours) vacation with pay at his/her regular hourly rate.
- I. An employee in the continuous active service of the Employer for twelve (12) years or more as of the anniversary of his/her most recent hire date will be given seventeen (17) days (136 hours) vacation with pay at his/her regular hourly rate.
- J. An employee in the continuous active service of the Employer for thirteen (13) years or more as of the anniversary of his/her most recent hire date will be given eighteen (18) days (144 hours) vacation with pay at his/her regular hourly rate.

- K. An employee in the continuous active service of the Employer for fourteen (14) years or more as of the anniversary of his/her most recent hire date will be given nineteen (19) days (152 hours) vacation with pay at his/her regular hourly rate.
- L. An employee in the continuous active service of the Employer for fifteen (15) years or more as of the anniversary of his/her most recent hire date will be given twenty (20) days (160 hours) vacation with pay at his/her 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 will be deducted.

Regular part-time employees will 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/her regular job so he/she 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) days of accrued vacation leave, the employee will be paid for the accrued vacation leave in excess of the five (5) days at his/her regular rate of pay.
- C. Vacation may be used in increments of one-half ($\frac{1}{2}$) hour or more.
- D. An employee whose services are terminated, except by discharge, will be paid for any vacation earned pursuant to Section 1 of this Article and not previously taken. Such vacations will be paid to the employee in his/her 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 will receive this pro-rated vacation pay, nor will any employee receive it during his/her first year of service.
- E. Supervisors will respond to vacation requests within seven (7) business days. Denials must be issued in writing with a reason.

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 will 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 will have fifteen (15) calendar days within which to designate their choice. In the case of a conflict between designated choices within a department, seniority governs. At the end of said fifteen calendar day period, each department head must designate on the posted schedule the approved vacation period selections.

All remaining employees entitled to a vacation will be granted their vacation at the time they select, provided such selection does not conflict with a vacation period that another employee previously designated; 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 will earn but will not be permitted to take vacation, subject, however, to the following: any employee serving an introductory period by virtue of a promotion or transfer will be entitled to take a vacation in accordance with the provisions of this Section. All other introductory employees may, at the department head's sole discretion, be granted the opportunity to use leave without pay for emergency purposes. The department head's decision will be final and binding and not 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 workdays per occurrence will be granted in the event of a death in an employee's immediate family. For purposes of this section, "immediate family" includes: spouse, child (including step or foster child), parent (including step or foster parent), sibling, grandchild, mother-in-law, and father-in-law.

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

Employees will be granted one (1) workday with pay for bereavement not covered by paragraphs 1 and 2 of this section, and these days will 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 paragraphs 1 and 2 of this section. Additional bereavement leave under this paragraph will be charged to vacation leave, comp time, sick leave, or granted on an unpaid basis.

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

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

The Department Head or his/her designated representative must approve funeral leave and it must include the funeral date. Funeral leave requests will be approved or denied within two (2) business days of submission.

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, will 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 must 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 will upon request be entitled to use earned vacation leave or unpaid leave for such purposes. The Employer may limit the number of employees utilizing unpaid leave or vacation leave for this purpose to four (4).

Section 4. Election Polling Duty

Any employee who is called to serve as an Election Poll worker by his/her County Election Commissioner will 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 Board may waive the thirty-day period in its discretion if it determines an emergency exists.

Section 3. Union Leave

Employees elected or selected by the Union to do full-time work for the Union or its affiliates will, 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 will be considered introductory for the full period of the Union leave. The Employer will 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 will 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 will return to the job classification they worked in before the leave. 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 will be granted full rights and benefits as provided for under Federal and State statutes. Military leave for an extended period will be granted to employees to the extent and in the manner provided by state and federal law. Employees must comply with all notice requirements contained in state or federal law 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.

Section 7. Flag Ceremony Leave

Employees who perform ceremonial duties at public patriotic events, such as flag presentations

or veteran recognition ceremonies, may be granted administrative leave with pay for up to two (2) hours per event, subject to advance notice and supervisor approval. This time will not be charged against the employee's vacation or personal leave balances.

ARTICLE 15: HOLIDAYS

Section 1. Holidays Recognized

The following days are recognized as paid holidays and observed on the dates the Employer establishes:

- 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)
- Six (6) Personal Days
- One (1) Personal Day during employee's birthday month

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 will designate the day on which the holiday is to be observed except that if a holiday falls on a Saturday, the preceding Friday will be observed as a holiday, and if a 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 a personal holiday on a day designated for religious observation (Yom Kippur, etc.) will not be unreasonably denied. Personal holidays will not be carried over from contract year to contract year, nor will they be granted, if unused, to any employee upon retirement, termination, or discharge. No employee will be permitted to work his/her personal holiday. Personal leave may be used in increments of no less than one-half (½) hour increments.

Section 3. Eligibility for Holiday Pay

In order to be eligible to receive holiday pay, an employee must report for work on the last scheduled workday before the holiday and on the first scheduled workday after the holiday unless the employee is absent due to: (1) an illness that satisfies the conditions contained in Article 11, Section 3; (2) a funeral leave granted in accordance with Article 13, Section 1; (3) a leave for jury duty, election polling place duty, or court appearance granted in accordance with Article 13, Sections 2 and 4; or (4) a vacation in accordance with Article 12, Section 5. No employee who has been laid off, discharged, or who is under suspension is eligible for holiday pay.

Section 4. Pay for Holidays

Regular full-time employees eligible for holiday pay will receive as holiday pay their normal rate of pay at straight time up to a maximum of ten (10) hours for any one holiday. Regular part-time employees eligible for holiday pay will receive as holiday pay their normal rate of pay at straight time prorated based on 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 will not be charged against the employee's vacation leave.

Section 6. Overtime Pay

Employees required to work on the day that any holiday listed in Section 1 is observed will 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 will receive holiday pay as set out in Section 4 of this Article in addition to such overtime.

Section 7. Assignment of Holiday Work

The Employer will schedule holiday work in a manner that will ensure fair and equitable distribution of holiday work among classifications of employees required to work on a holiday. Except in cases of emergency, no employee will be required to work more than two (2) holidays in succession unless no other employee is available to perform the required work. A voluntary sign-up list will be used, where possible, for holiday assignments. Supervisors must post schedules at least 14 calendar days in advance, except in emergencies.

In the event that the courthouse closes due to inclement weather, emergency conditions, or other unforeseen circumstances, the closure will be declared by the County Board and other designated officials.

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 will maintain the seniority records for employees, update them annually, and provide them to the Union upon request. On the first working day in January of each year of this Agreement, the seniority list will be posted at the Hubbard, Dakota City, Emerson, and Homer shops. 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 will be deemed to be accurate.

Section 3. Termination of Seniority

Seniority and the employment relationship will 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, will 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 will maintain bargaining unit seniority for a period of three (3) months after initial appointment. Following this three-month period, the employee will not 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 on length of service will be determined on the basis of continuous service with the County.

Section 5. Preference for Regular Full-Time Employees

No regular full-time employee will 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 will 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 will 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 will 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 will first be grouped by department and job classification. The Employer must 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 governs. 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 will provide the reasons why in writing to the Union and the employees to be laid off at least one (1) workday 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 will be recalled in inverse order of layoff. It is the employee's responsibility to provide the Employer with his/her current address. If an employee fails to report for duty within fifteen (15) workdays of the date on which notice of recall is postmarked, his/her recall rights will terminate. Laid-off employees will 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” means 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, post the vacancy and seek applicants from within the bargaining unit, or both. If the Employer advertises and fills the vacancy from outside the bargaining unit, this procedure does not apply. If the Employer seeks applicants from within and outside the bargaining unit, the Employer may select any applicant. If the selected applicant is from outside the bargaining unit, the Employer will 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 will be made on the basis of ability to perform the work and seniority. Where ability to perform the work is relatively equal, seniority governs. If the Employer selects a less senior employee, the Employer must 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 will retain his/her pay step placement in the new job classification.

If an employee transfers to a higher-rated job classification, the employee will 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 will first be posted 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 must 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 must serve an introductory period of six (6) months. The Department Head may extend introductory periods.

Section 2. Transfers

Transferred employees must 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 will be reinstated to his/her former position without loss of seniority and 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 will designate two (2) Road Department employees as Union Stewards and one (1) Road Department employee as an Alternate Steward. The Union will 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 will be permitted to investigate and discuss a grievance as defined by this Agreement during work hours, but such investigation or discussion normally will 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 will visits be allowed to interfere with the employee's work.

Section 3. Grievance Hearings

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

Section 4. Union Representatives

Union Representatives, other than Stewards, will 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" means workdays.

Section 2. General Provision

The number of days indicated at each step will 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 will 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 that gives rise to a grievance, the grievant must complete, deliver, and file the written Grievance Report Form, set forth in Appendix "B" attached, to his/her Department Head. If either party requests a hearing within seven (7) days after the grievance is filed, such hearing must be held within fourteen (14) days after the grievance is filed.

The Department Head must 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 must 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 must file a copy of the grievance with the Board of Commissioners within fifteen (15) days of the Department Head's decision. If either party requests a hearing within seven (7) days after the grievance is filed, such hearing must be held within fourteen (14) days after the grievance is filed.

The Board will make a decision on the grievance, enter their decision on the Grievance Report Form, and communicate the decision in writing to the grievant. Such action will 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, either party may request non-binding mediation. A mediator will be chosen from the Federal Mediation and Conciliation Service and the cost (if any) for the FMCS mediator will be split equally between the Union and the County. If the FMCS is unable to provide a mediator within thirty (30) calendar days of the request, the Union and the County may mutually agree to use an alternate neutral party or mediation service, with costs shared equally.

Section 6. Fourth Step (Arbitration or District Court)

If the grievance is not resolved satisfactorily at the Third Step, the matter may, at the request of either party and with the written consent of the other, be submitted to final and binding arbitration in lieu of proceeding to District Court.

Arbitration will be conducted under the rules of the Federal Mediation and Conciliation Service (FMCS) or another neutral agency as agreed upon between the County and the Union. The parties will mutually select an arbitrator from a list provided by the selected agency. If no arbitrator is agreed upon, selection will proceed through a strike method.

The arbitrator will have no authority to add to, subtract from, or modify any terms of this Agreement. The arbitrator's decision will be final and binding on both parties, except where appeal is permitted by Nebraska law.

The Union and the County will split the costs of the arbitrator equally. Each party will be responsible for its own legal fees and expenses.

If the parties do not agree to arbitration, either party may proceed to file a petition in the District Court for the State of Nebraska within thirty (30) days of the mediation outcome. Each party will be responsible for its own attorney fees and other expenses incurred other than court costs, which will be paid as ordered by the Court.

ARTICLE 21: SUBCONTRACTING

It is 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 will consult with the Union and confer about the desirability of subcontracting such work. The Employer retains the right to subcontract work.

ARTICLE 22: BULLETIN BOARDS

The Employer will 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 must not contain anything in violation of federal or state law and will be authenticated and authorized by the local Union.

ARTICLE 23: MISCELLANEOUS PROVISIONS

Section 1. First Aid Supplies

Reasonable first aid supplies will be available to employees during working hours. First aid kits will be restocked quarterly and available in each primary work location and vehicle by the Road Department Safety Committee member.

Section 2. Mileage Reimbursement

Employees who are required to use their personal vehicle in the course of their employment will be reimbursed at the standard rate established by the Nebraska Department of Administrative Services or the IRS, whichever is higher.

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 his/her non-working or working hours; however, time spent by employees obtaining such information during working hours will be without pay. The County will 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 will 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 provision will be considered separable, and its invalidity will not in any way affect the remaining provisions of this Agreement. The parties will meet within thirty (30) days to negotiate a lawful substitute for any invalidated provision.

Section 7. Eyeglass Reimbursement

Employees whose eyeglasses are damaged by a work-related accident will 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 will

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 will 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 Department operations and employee conduct, provided any such rules and regulations do not conflict with any provisions of this Agreement, Nebraska law, or the laws of 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 are set forth in Section 3 of this Article. Employees will be paid for all hours worked and for any paid leave time, holidays, or compensatory time as defined in this Agreement.

Section 2. Placement

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

Employees hired after the effective date of this Agreement will be placed on the salary schedule in accordance with their job rate specified in Section 3. Newly hired Operators will be paid no less than ninety percent (90%) of the Operator rate for the first six (6) months of employment. After six (6) months of satisfactory service, they will receive the full Operator rate. In the Foreman's discretion, newly hired employees may be paid the full established rate for their job classification with the County Board of Commissioners' approval.

Section 3. Pay Classification

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

FISCAL YEAR 2025-2028			
	<u>2025-2026 (5%)</u>	<u>2026-2027 (5%)</u>	<u>2027-2028 (5%)</u>
Operator I (no CDL. Employees in Introductory Period)	\$24.21	\$25.42	\$26.69
Operator II (CDL Holder, Truck Driver, Road Grader Operator, Weed/Sign Employee)	\$25.26	\$26.52	\$27.85
Operator III (Certified Mechanic, CDL Holder)	\$26.31	\$27.63	\$29.01

Section 4. Working Out of Classification

If an employee performs work in a higher-rated pay classification for eight (8) or ten (10) hours or more during a work week, the employee will be paid at the higher-rate for each hour of higher-rated work performed.

Section 5. Longevity Pay

Employees are eligible to receive longevity pay as follows: fifteen cents (\$0.15) per hour after five (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 is 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 has the discretion to select the insurance carrier and determine the level of benefits. The Union will 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 that provides a death benefit of \$10,000.00.

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 \$3,600.00 per month, and which includes a ninety (90) calendar-day waiting period.

ARTICLE 26: EVALUATION PROCEDURES

Section 1. Required Evaluations

The Department Head will evaluate employees at such frequency as he/she may determine, but not less than annually. Evaluations concerning an employee's introductory period will not be subject to the grievance procedure. After the introductory period, evaluations that result in a rating of "unsatisfactory" overall are 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 will be held between the employee and the Department Head following the completion of the written evaluation. A copy signed by both parties will 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 will become part of the evaluation report.

ARTICLE 27: SAFETY

Section 1. Safety Committee

The Union must select a Union Safety Committee member. Employees may submit anonymous safety concerns to the Committee. The County Safety Committee will meet regularly to evaluate department safety, make plans and accommodations, 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 is effective from July 1, 2025, through June 30, 2028.

Section 2. Procedure for Renegotiation

Any party seeking a continuation or modification of this Agreement following its expiration must serve the other party with written notice by ordinary mail, postmarked on or before March 15, 2028. If any party seeks continuation or modification of this Agreement, then bargaining will begin no later than April 1, 2028, and either party may offer any modification of the Agreement they deem appropriate.

The County and the Union also agree 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. Further, negotiations may be reopened only by mutual agreement. Any modifications to this Agreement must 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 will take effect.

IN WITNESS WHEREOF, the parties execute this Agreement by their duly authorized representatives on the dates indicated below:

For the Employer:

Dakota County Board of Commissioners

BY: 

Date: October 27, 2025

For the Union:

Nebraska Public Employees, Local 251
AFSCME

BY: 

Date: 10/28/2025

APPENDIX B
LOCAL NO. 251
OFFICIAL GRIEVANCE FORM

NAME: _____ DEPARTMENT: _____

CLASSIFICATION: _____ WORK SHIFT: _____

WORK LOCATION: _____ IMMEDIATE SUPERVISOR: _____

I authorize the AFSCME 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.)

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

Step 4: (Presentation of grievance to District Court)

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

MEMORANDUM OF UNDERSTANDING

Union President
Nebraska Public Employees, Local 251 AFSCME
Dakota County Road Department
1863 North Bluff Road
Hubbard, NE 68741

RE: Weed Superintendent/Sign Employee

Dear Union President:

Please consider this to be a Memorandum of Understanding regarding creation of the Weed Superintendent/Sign Employee position, the inclusion of said position in the bargaining unit for the Local 251 AFSCME Comprehensive Master Agreement, and addition of the position to the Pay Classification under Article 24, Section 3 and set at the current 2023-2024 rate of \$22.70. The position will then be included in the 2024-2025 Pay Classification rate of \$24.06 under Article 24, Section 3.

All other terms of the Agreement will remain unchanged unless the parties agree by mutual agreement in writing to modify any other terms, as stated in Article 28, Section 2.

Kim Watson
Dakota County Attorney