

**AGENDA ITEM
REQUEST/JUSTIFICATION FORM**
(To be completed by requesting Department)
Forward all requests to Sharon Bourke, LC2 Civic Center
**DEADLINE SUBMITTAL IS 3:00 P.M. WEDNESDAY
BEFORE THE TUESDAY MEETING**

Agenda item: Board of County Commissioners → Consent Agenda
(i.e. Consent/Recognition-Proclamation/Presentation/Public Hearing/Committee, etc.)
Date to be on agenda: 12/15/2015

Exact wording to be used for the agenda:

Resolution approving a collective bargaining agreement between Douglas County and the Employees United Labor Association (EULA), for covered non-supervisory classifications within the elected offices of Douglas County Clerk/Comptroller, Douglas County Assessor/Register of Deeds and the County Department of General Assistance (covering period Jan 2015 through Dec 2017)

Action requested: Approval

Amount requested: n/a Object Code: _____

Is item in current year's budget? Yes X No _____

Does this item commit funds in future years? Yes X No _____

If yes, explain:

Item includes wage increases for General Assistance classifications:
• +4.0% for 2015 [from *Salary Adjustment Fund*]
• +4.0% for 2016
• +3.0% for 2017
Item includes wage increases for Clerk/Comptroller and Assessor/Register of Deeds classifications:
• +3.0% for 2015 [from *Salary Adjustment Fund*]
• +3.0% for 2016
• +3.0% for 2017

If an agreement or contract, has the County Attorney reviewed and approved? Yes X No _____

Previous action taken on this item, if any: _____

Recommendations and rationale or action: _____

Will anyone speak on behalf of this item, if so who? _____

Submitted by (Name & Dept.): Marcos San Martin, County Administration Ext. 5116

Date submitted: 12/11/15

List Attachments: Resolution + copy of EULA-GENERAL Contract, DATED Jan 2015 – Dec 2017

(Attach resolution and all pertinent documentation; i.e. contract, agreement, memorandums, etc.)
Certified resolutions can be obtained at the County Clerk's website: <http://www.douglascountyclerk.org/county-board-records/search-for-resolutions>

Received: 12/9/15

**BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, NEBRASKA**

RESOLVED

WHEREAS, Douglas County has a labor contract with the Employees United Labor Association (EULA) union, representing covered non-supervisory employees within the elected offices of Douglas County Clerk/Comptroller's Office, Assessor/Register of Deeds, and the County Department of General Assistance; and,

WHEREAS, that contract expired on December 31, 2014, and the parties have successfully negotiated a new three-year contract for the term effective January 1, 2015, through December 31, 2017.

NOW THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS, DOUGLAS COUNTY, NEBRASKA, THAT the attached labor contract with the Employees United Labor Association covering 'EULA-General' non-supervisory employees, is hereby approved and adopted, and the Chair of this Board is authorized to execute said contract on behalf of Douglas County.

DATED this 15th day of December, 2015

COLLECTIVE BARGAINING AGREEMENT

DOUGLAS COUNTY, NEBRASKA
(DEPARTMENT OF GENERAL ASSISTANCE)

DOUGLAS COUNTY CLERK/COMPTROLLER

DOUGLAS COUNTY ASSESSOR/REGISTER OF DEEDS

&

EMPLOYEES UNITED LABOR ASSOCIATION

January 1, 2015 – December 31, 2017

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ARTICLE 1 – RECOGNITION

Section 1. This Agreement is made and entered into by and between the County of Douglas, Nebraska, hereinafter referred to as “the County”, the Douglas County Clerk/Comptroller, hereinafter referred to as “the Clerk/Comptroller”, the Douglas County Assessor/Register of Deeds, hereinafter referred to as “the Assessor/Register of Deeds”, and Employees United Labor Association, hereinafter referred to as “the Association”. The County employees covered under this contract will collectively be referred to as members of the “EULA-General” bargaining unit. The County, Clerk/Comptroller and Register of Deeds recognize the Association as the sole and exclusive bargaining agent for all full-time and permanent part-time employees working in excess of twenty (20) hours per week in the general employment categories of the Clerk/Comptroller’s Office, Assessor/Register of Deeds’ Office, and the Douglas County Department of General Assistance as shown on *Appendix A* hereto. Expressly excluded from the bargaining unit, among others, are all supervisory, confidential, seasonal and temporary employees.

Section 2. Neither the County, Clerk/Comptroller nor Assessor/Register of Deeds will aid, promote or finance any union, association or organization that seeks to represent or engage in collective bargaining on behalf of the bargaining unit described in *Section 1* above. With respect to such bargaining unit, neither the County, Clerk/Comptroller, nor Assessor/Register of Deeds shall make any agreements with bargaining unit employees contrary to the terms of this Agreement, nor shall the County, Clerk/Comptroller or Assessor/Register of Deeds make any agreements with individuals, groups, organizations or Associations which seek to represent employees or engage in collective bargaining, other than the recognized Association.

Section 3. Temporary employees (to include the term seasonal employees) are herein defined as those employees hired for a period of time not to exceed six (6) months. Seniority does not start until employees reach full-time status. In the event of an emergency, the Elected Official/Department Head and the Association Business Agent will meet to discuss an extension of the above.

ARTICLE 2 – NON-DISCRIMINATION

Section 1. The County, the Clerk/Comptroller, the Assessor/Register of Deeds and the Association agree not to discriminate against any individual with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, handicap, age or natural origin. Nor will they limit, segregate or classify employees in any way to deprive any individual employment opportunity because of race, color, religion, sex, handicap, age or natural origin, pursuant to federal rules and regulations.

Section 2. The County, the Clerk/Comptroller, the Assessor/Register of Deeds and the Association agree not to directly or indirectly intimidate, coerce or in any manner interfere with the rights of employees to form, join or assist labor organizations, or to refrain from any such activities.

Section 3. The Association recognizes its responsibility as bargaining representative and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 4. All references to employees in this Agreement designate both sexes and whenever the male gender is used, it shall mean both sexes.

ARTICLE 3 - HOLIDAYS

Section 1. The following days shall be recognized as paid holidays and observed on the dates established by the County:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Christmas Day	
Floating Holiday* (1)	

*With the approval of the elected official/department head or his/her designee

Holidays falling on Saturday shall be celebrated on the previous Friday; those falling on Sunday shall be celebrated on the following Monday.

Section 2. Eligible full-time employees shall receive as holiday pay eight hours of pay at straight time. Part time employees shall receive holiday pay at straight time for the number of hours they are normally scheduled to work on that holiday. Please refer to *Appendix B* for provisions pertaining to the Assessor/Register of Deeds' bargaining unit.

Section 3. 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 4. The Observed Holidays listed in *Section 1* will be considered as time worked for purposes of computing overtime pay.

Section 5. Non-exempt employees who are called in during a Holiday shall be paid a minimum of four (4) hours of pay at double their hourly rate of pay or actual hours worked if more than four (4) hours.

ARTICLE 4 – PROBATIONARY AND TRIAL PERIODS

Section 1. All newly hired employees shall serve a probationary period of six (6) months. The probationary period may be extended on a case-by-case basis for up to an additional thirty (30) calendar days at the discretion of the elected official / department head.

Section 2. Probationary employees shall not be entitled to use the grievance procedure for any disciplinary action including discharge. A probationary employee who has received notice of a disciplinary action may, however, request his/her Association Representative to present information to the Elected Official/Department Head on the matter(s) involved in the disciplinary action.

Section 3. Promoted employees shall serve a three (3) month trial period from the date of promotion. The Elected Official/Department Head may extend that trial period by thirty (30) days at his/her discretion. The purpose of the trial period is to determine the employee's ability and desire to perform the work.

Section 4. When the employee is reinstated to his/her former position at the Elected Official's/Department Head's insistence during the trial period, he/she shall be advised in writing by the Elected Official/Department Head as to the reasons therefore. Such action is not subject to appeal or the grievance procedure.

Section 5. Probationary employees shall not be eligible for a promotion.

For employees who are promoted within their office/department, if the Elected Official/Department Head 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 or one similar thereto without loss of seniority and at a salary not lower than that received by him/her in such former position at the time of promotion.

For employees who accept a promotion in another office/department covered by this contract, the elected official/department head of the office/department that the employee transferred out of has no obligation to accept the employee back in his/her office/department if the employee desires to return to his/her former position or if the promotional trial period is unsuccessful.

ARTICLE 5 - CHECKOFF

Section 1. The County shall, in accordance with the provisions of this Article, deduct certified regular monthly Association dues from the pay of each employee, at the rate of one hour of pay per pay check x 24 checks, provided that at the time of such deduction the County has in its possession an unrevoked written authorization, executed by the employee.

Section 2. Such written authorization may be canceled or revoked by the employee by written notification thereof to the County.

Section 3. The effective date of written authorization or written cancellation or revocation shall be the first day of the check-off payroll period immediately following receipt by the County.

Section 4. The County shall, within ten (10) days from the pay date of such payroll deductions, remit to the Treasurer of the Association the amounts thereof showing the names of employees.

Section 5. The Association agrees to indemnify and hold the County and the Elected Official/Department Head harmless against any and all claims, suits, orders or judgments brought or issued against the County or the Elected Official/Department Head as a result of any action taken or not taken by the County or the Elected Official/Department Head under the provisions of this Article.

Section 6. The County shall check-off certified monthly dues for the payroll period involved. If the pay of the employee is insufficient to permit such check-off, such dues shall not be deducted from subsequent pay periods. In such event, it shall be the Association's responsibility to collect these dues from the employee. If the County deducts dues pursuant to the provisions of this Agreement and the employee has made a duplicate payment directly to the Association, it shall be the responsibility of the employee to collect such duplicate payment from the Association.

Section 7. The Association shall provide the County thirty (30) days written notice of any certified change in the amount of monthly Association dues.

ARTICLE 6 - NO STRIKES AND LOCKOUTS

Section 1. It is understood that there will be no strike or any other concerted work stoppage during the life of this Agreement. Neither the Association, nor any of its officers, agents or County employees will instigate, promote, encourage, sponsor, engage in or condone any strike, picketing, slowdown, concerted work stoppage or any other intentional interruption of work during the term of this Agreement.

Section 2. In the event of an alleged unauthorized strike or concerted work stoppage, upon written notification to the Association of the existence of a strike or concerted work stoppage, the Association shall immediately make every effort

to persuade employees to commence full performance of their duties and shall immediately inform employees that the strike or concerted work stoppage is unauthorized and in violation of this Contract. The Association shall also advise employees of the appropriate provisions of Nebraska law pertaining to strikes and concerted work stoppages by public employees.

Section 3. Any or all of the employees who violate any of the provisions of this section may be discharged or disciplined by the Elected Official/Department Head, including loss of compensation, vacation benefits and holiday pay.

Section 4. The County and the Elected Official/Department Head agree not to lockout any employees during the life of this Agreement.

ARTICLE 7 - SENIORITY

Section 1. "County Seniority" is herein defined as an employee's continuous service with Douglas County, without a break or interruption in service, except as provided in *Section 3*.

Section 2. "Department Seniority" is herein defined as an employee's continuous service within the office/department that he or she works, without a break or interruption except as provided in *Section 3* of this Article. Where applicable, bidding for shifts, days off and vacation time shall be awarded on the basis of department seniority.

Section 3. The following shall not constitute a break or interruption of service and seniority shall continue to accumulate during the period(s) of time covered.

1. Unpaid leaves of absence of thirty (30) calendar days or less.
2. County layoffs of eighteen (18) months or less.
3. Absence due to an unpaid disability leave of absence or injury or illness covered by the Nebraska Workers' Compensation Law not to exceed one (1) year.
4. Military leave in accordance with applicable Federal and State Law.
5. Leave pursuant to the Family Medical Leave Act (FMLA).

Section 4. New employees shall be added to the seniority list as of the date of their full-time employment with the County, following satisfactory completion of their probationary period. For purposes of shift bidding and/or days off, an employee transferring to another office/department shall go to the bottom of the office/department seniority list. Employees transferring to another office/department and moving up a pay grade will receive as their starting pay no less than twenty-five cents (\$.25) more an hour than they had been receiving at their previous pay grade. An employee transferring to another office/department but within the same pay grade will continue to be paid at the same rate received prior to the transfer.

Section 5. Seniority lists covering bargaining unit employees shall be posted in a conspicuous place in the offices/departments where bargaining unit employees are assigned. Seniority lists shall be brought up to date annually. If an error in the seniority list is noted, such error will be corrected. Such correction shall be effective as of the date the correction was made, and shall not be effective retroactively. Nothing herein shall preclude the correction of clerical errors.

Section 6. In all cases of transfers and promotions within the bargaining unit, the Elected Official/Department Head will consider ability and qualifications to do the work. Where ability and qualifications to perform the work

are equal in the judgment of the Elected Official/Department Head (subject to the grievance procedure), length of continued service in the bargaining unit shall be the determining factor. If an employee's seniority is bypassed when making a promotion, the employee shall be furnished a written reason for said denial. This section shall not constitute a remedy precluding use of *Article 11*, Grievance Procedure.

Section 7. If a full-time employee goes part-time, and then returns to their previous full-time status, the employee will not lose their department seniority, as long as they return to full-time status within twelve (12) months from the date they went part-time.

ARTICLE 8 – LAYOFF AND RECALL

Section 1. Whenever there is a layoff within a particular classification (i.e. Clerk I, Clerk II, Secretary I, etc), the layoff shall be made on the basis of department seniority within that classification when the abilities of employees affected thereby to perform the work are not significantly different. This means that the employee in that classification who has the least amount of department seniority will be the first person subjected to layoff. However, when the abilities of the employees to perform the work are significantly different, the most able employee or employees shall be retained.

Section 2. Employees subject to layoff shall be given written notice by certified mail at least ten (10) working days prior to the effective date of same. Such notice shall be mailed to their last known address as shown on the employees' records; a copy of said notice shall be mailed to the Association. The time limit provided in this section may be extended if the affected employee did not have a reasonable opportunity to receive the written notice.

Section 3. Employees subject to layoff shall have the option to exercise their layoff rights provided in this Article or to accept layoff. Failure to exercise this option by the effective date of the layoff will constitute acceptance of the layoff.

Section 4. No full-time or permanent part-time employee shall be laid off from his/her office/department while there are probationary, seasonal or temporary employees working in his/her classification in the office/department in which he/she works.

Section 5. In the event a full-time employee is laid off from his/her classification, by virtue of the provisions of Section 1, such employee may do the following in lieu of accepting the layoff:

- a) The employee may take any open and vacant full-time position within his/her office/department and within an identical pay scale, provided that he/she is qualified to perform such duties. "Open" means that the elected official/department head has determined to fill the position.
- b) If no such open and vacant full-time position exists, the employee may displace ("bump") the least senior full-time employee within the same bargaining unit and an identical pay scale for any position in his/her office/department for which the employee is qualified.
- c) If the employee does not have the seniority or the qualifications to bump within an identical pay scale, such employee may take any open and vacant full-time position in a lower pay scale in his/her office/department, provided that he/she is qualified to perform such duties.
- d) If no such open and vacant position exists, such employee may displace ("bump") the least senior full-time employee within a lower pay scale in the same bargaining unit in his/her office/department, if the employee is qualified to perform the duties of any such position.

In the event a permanent part-time employee is laid off from his/her classification, by virtue of the provisions of Section 1, such employee may do the following in lieu of accepting the layoff:

- a) Take any open and vacant part-time position within their office/department and an identical pay scale, provided that he/she is qualified to perform the duties of the open and vacant part-time position.
- b) If no such open and vacant part-time position exists, the employee may displace ("bump") the least senior part-time employee within same bargaining unit and an identical pay scale in his/her office/department for any position for which the employee is qualified.
- c) If the employee does not have the seniority or the qualifications to bump within an identical pay scale, such employee may take any open and vacant part-time position within a lower pay scale in his/her office/department, provided that he/she is qualified to perform such duties.
- d) If no such open and vacant position exists, such employee may displace ("bump") the least senior part-time employee within a lower pay scale in the same bargaining unit in his/her office department, if the employee is qualified to perform the duties of any such position.

A permanent part-time employee may not bump a full-time employee; however, a full-time employee may bump a permanent part-time employee. For any employee who bumps into a position that is in a lower pay scale, the employee shall be placed on the salary step that is closest to the employee's prior salary, but that is not more than the employee's prior salary. Seniority, pursuant to *Section 1*, above, shall apply at each step of any layoff and all bumping rights. Employees cannot bump outside their bargaining unit. Additionally, non-bargaining unit employees within an office/department covered by this contract cannot bump into a bargaining unit position covered by this contract.

Section 6. Whereby, due to a reduction in work force, either a full-time or permanent part-time employee takes a position in a classification that has a lower pay scale as provided in *Section 5* of this Article, such employee shall be credited with department seniority earned prior to transfer. Where, however, a full-time employee takes a permanent part-time position in the same classification, he/she shall not be laid off until all other permanent part-time employees in such classification have been laid off.

Section 7. A laid off employee shall retain, for a period of eighteen (18) months, all County and Department Seniority that he/she accumulated prior to layoff.

Section 8. The names of full-time and permanent part-time employees who have been laid off shall be placed on a layoff list maintained by the Human Resources Department, and such employees shall be eligible for reemployment for a period of eighteen (18) months. The elected official/department head shall rehire in the reverse order of layoff, provided such employees are otherwise qualified to perform the duties of the position.

A laid off employee subject to recall who is employed elsewhere shall not be required by the elected official/department head to report to work until after two (2) weeks from the date of recall notice. If such employee is not employed elsewhere, he/she shall be required to report to work at such reasonable time as required by the elected official/department head giving consideration to all attendant circumstances. The elected official/department head shall provide employees subject to recall with written notice by certified mail to their last known address as shown on the County's records.

Section 9. No new bargaining unit employees shall be hired until all bargaining unit employees on layoff status who desire to return to work have been recalled.

Additionally, if an elected official/department head desires to fill a vacant position within a classification in their office/department, no new bargaining unit employees shall be hired to fill that position until all employees within that office/department who had previously bumped into another position due to a previous layoff have been offered the opportunity to return to that position. In that case, the 18 month time limitation in *Section 8* does not apply to this.

ARTICLE 9 – VACATION LEAVE

Section 1. Vacation leave shall be earned each payroll period where the employee has worked or been on paid leave at a rate equivalent to the schedule shown below. An employee must work or be on paid leave 50% or more of the regularly scheduled hours of such period before the employee is entitled to earn vacation credits. Permanent part-time employees shall earn vacation on a pro rata basis in the same proportion that his/her regularly scheduled hours in a payroll period bear to the regularly scheduled hours of full-time employees.

YEARS OF CONTINUOUS SERVICE	VACATION LEAVE
1 through 4 years	12 days per year
5 through 9 years	15 days per year
10 through 14 years	20 days per year
15 or more years	25 days per year

Please refer to *Appendix B* for provisions pertaining to the Assessor/Register of Deeds' bargaining unit.

Section 2. An employee who has completed six (6) months of service with the County may use vacation leave. The Elected Official/Department Head, however, may grant leave requests prior to completion of the six-month period.

Section 3. Vacation leave must be approved by a supervisor prior to time off. While the Elected Official/Department Head, or his/her designee, shall endeavor to schedule work production to allow employees to take vacation at the time requested, the needs of the office/department shall assume precedence in scheduling of vacations.

Section 4. The rate of vacation pay shall be the employee's normal rate of pay in effect on the employee's day of work immediately preceding the employee's vacation period.

Section 5. Employees who have completed their probationary period and are separated from the service of the County for any reason shall be entitled to payment for their accumulated but unused vacation leave at the time of their separation.

Section 6. Vacation leave in excess of thirty (30) days shall not be carried forward from one calendar year to the next calendar year.

Section 7. Where an employee's vacation leave, scheduled pursuant to the provisions of *Article 9, Section 3*, is canceled by the Elected Official/Department Head, such employee shall be paid one and one-half (1½) times his/her regular rate of pay for the number of hours worked during the canceled vacation period and such time will not be charged against his/her accumulated vacation leave. The provisions of this section shall only apply to vacation that is scheduled pursuant to the normal bidding process and shall not apply where an employee cancels vacation, which is to be rescheduled at a later date.

ARTICLE 10 - DISCIPLINE

Section 1. Disciplinary actions shall include the following: Written Reprimand, Demotion, Suspension and Termination. Disciplinary actions shall not be used against an employee for more than one (1) year from the date of the final action taken on the matter, after all appeals from the disciplinary action have run their course. Disciplinary actions may be imposed on an employee only for just cause.

Section 2. If the Elected Official/Department Head or his/her designee has reason to reprimand an employee, it shall be done in a reasonable and professional manner and not before other employees or the public.

Section 3. For disciplinary action that requires a pre-disciplinary hearing, notice of the pre-disciplinary hearing must be issued to the employee within ten (10) working days from the time that the actionable event becomes known to the employee's supervisor. If the notice is sent to the employee by certified mail, the date that the notice is mailed will be the effective date for purposes of this section.

For disciplinary action that does not require a pre-disciplinary hearing, the actual disciplinary action itself must be issued to the employee within ten (10) working days from the time that the actionable event becomes known to the employee's supervisor. If the disciplinary action is sent to the employee by certified mail, the date that the notice is mailed will be the effective date for purposes of this section.

For purposes of this section, "working days" means Monday through Friday, including the floating holiday, but not including the other holidays recognized by this contract.

Section 4. An employee subject to demotion, suspension or termination shall be given reasonable written notice thereof setting forth the reasons for said action. Upon the employee's written request, the disciplinary documents shall not be given to the Association's Representative, but a copy of the employee's written request shall.

Section 5. Employees may appeal disciplinary actions involving suspension, demotion or termination to the Civil Service Commission, pursuant to that Commission's rules. The employee may, subsequent to appealing a disciplinary action, but prior to the Commission's decision, meet with the Elected Official/Department Head to discuss the matter. The employee has the right to have an Association representative attend that meeting. Although written reprimands may be grieved, they may not be appealed to the Civil Service Commission.

Section 6. The Elected Official/Department Head, or his/her designee, may counsel an employee on matters that the Elected Official/Department Head, or his/her designee, believes do not warrant disciplinary action. Counseling shall not be considered to be discipline.

ARTICLE 11 – GRIEVANCE PROCEDURE

Section 1. "Grievance" as defined in this Agreement is a claim of an employee arising during the term of this Agreement, which will be limited to matters concerning the application, meaning or interpretation of this Agreement or County policies and procedures. The selection or the assignment of supervisory employees is the sole responsibility of the Elected Official/Department Head and shall not be the subject of a grievance. Supervisory employees shall include the employee's non-bargaining unit supervisor.

Any complaint relating to the County's retirement annuity plan, pension plan or group insurance plan, compulsory retirement of employees or other practices and policies of the County with respect to annuities or group insurance shall be determined by the County and shall not be grievable.

Section 2. Any grievance submitted under the provisions of this Article may be presented and processed individually

by the employee, by the employee and the Association or by a representative of employee's choice. Where an employee processes a grievance individually, or through a representative other than the Association, the Association shall have the right to be present and/or intervene at any step of the grievance procedure.

Section 3. Any grievance will designate the specific Article(s) and Section(s) of this Agreement, or the specific County policy or procedure, upon which the grievance is based together with the reason therefore.

Section 4. The term "working days" as used in this Article shall mean Monday through Friday, including the floating holiday but not the other holidays listed in this contract.

Section 5. The following procedure shall be used in the submission of a grievance, as defined in *Section 1*. However, for grievances resulting from disciplines involving demotion, suspension or termination, the aggrieved employee shall skip steps 1 and 2 and appeal directly to the Civil Service Commission. Although written reprimands may be grieved, they may not be appealed to the Civil Service Commission.

Step 1. The aggrieved employee shall present in writing his/her grievance to the employee's non-bargaining unit supervisor, with a copy to the elected official/department head, within ten (10) working days from the date on which the employee became aware of the grievable matter. The non-bargaining unit supervisor shall attempt to adjust the matter and shall respond in writing to the employee presenting the grievance within (10) working days from its presentation.

Step 2. If satisfactory settlement is not reached under Step 1, copies of all correspondence between the employee and the supervisor shall be presented to the Elected Official/Department Head or his/her designated representative within ten (10) working days from the date any decision was made by the non-bargaining unit supervisor under Step 1. The Elected Official/Department Head or his/her designated representative shall respond in writing to the employee presenting the grievance within ten (10) working days. A copy of the response shall be provided to the Association Steward or Representative.

Grievances resulting from a suspension, demotion or termination shall skip Steps 1 and 2 and shall be appealed directly to the Civil Service Commission pursuant to *Nebraska Revised Statute §23-2510* and the Commission's rules. A public hearing will be held within ten (10) working days from receipt of said grievance, or as soon as a quorum can be convened. The Civil Service Commission shall issue their findings and decision.

For grievances that involve matters of a non-disciplinary nature, if satisfactory settlement is not reached in Step 2, then the Association, the employee, or both, may pursue whatever other legal remedies that would be available to them.

Section 6. Any time limitation provided herein may be waived or extended in writing by mutual agreement of the parties involved. Any grievance not processed within the time limitations provided herein shall constitute a withdrawal of the same.

Section 7. Failure to respond to a grievance within ten (10) working days at Step 1 or Step 2 shall result in the discipline being nullified and removed from the employee's personnel file.

ARTICLE 12 – INSURANCE AND PENSION BENEFITS

Section 1. The County will publish a rate sheet to the employees that will show the premium equivalencies for medical and dental insurance costs. Such rate sheet shall also show the dollar contribution for each plan for the County and the employee according to the following:

1. The County will pay 93% of the premium for each employee who has employee-only coverage under the County's medical insurance plan, and the employee shall pay the remaining 7%.
2. The County will pay 85% of the premium for each employee who has employee plus one dependent's coverage under the County medical insurance plan, and the employee shall pay the remaining 15%.
3. The County will pay 85% of the premium for each employee who has employee plus two or more dependents' coverage under the County medical insurance plan and the employee shall pay the remaining 15%.
4. The County will pay 85% of the premium for each employee who has employee-only coverage under the County's dental insurance plan, and the employee shall pay the remaining 15%.
5. The County will pay 80% of the premium for each employee who has family coverage under the County's dental insurance plan and the employee shall pay the remaining 20%.

The County reserves the right to select the method by which health insurance benefits are provided. In the event that health insurance benefits are not provided through an HMO or indemnity plan the County/employee contribution rates are subject to renegotiation.

Section 2. Pension benefits are provided to employees of this bargaining unit pursuant to the current Douglas County Retirement Plan, with the following additions:

All County employees covered by this contract shall contribute 8.5% of their total compensation to the Douglas County Retirement Plan. Douglas County shall also contribute an amount equal to 8.5% of each employee's total compensation to the Douglas County Retirement Plan.

The following pension benefit changes shall apply to bargaining unit employees hired after April 3, 2012:

- Annual Benefit Factor – 1.5% for each year of service, to a maximum of 45% of final average pay.
- Eligibility for Unreduced Retirement Benefit – Age 65.
- Eligibility for Early Retirement Benefits – Age 50 and 10 years of service or age 60 and 5 years of service.
- Early Retirement Penalty - 5% for each year prior to age 65.

ARTICLE 13 – SICK LEAVE

Section 1. Sick leave shall be earned each month by full-time employees at the rate of the fourteen (14) days per year pro rated over twenty-six (26) pay periods, at 4,308 hours per pay period. A permanent part-time employee shall earn sick leave on a pro rata basis in the same proportion that his/her regularly scheduled hours in a payroll period bears to the regularly scheduled hours of full-time employees in the same work unit. Employees shall work or be on paid leave 50% or more of the regularly scheduled hours of such period before the employee is entitled to earn sick leave.

Please refer to *Appendix B* for provisions pertaining to the Assessor/Register of Deeds bargaining unit.

Section 1A. If an employee has been absent for a period of ten (10) working days or longer, it will be necessary to see the County's doctor if requested by the Elected Official/Department Head in addition to bringing a certified release from the employee's doctor. Any employee who fails to observe this regulation will be removed from the active payroll until the examination is taken.

Section 2. Except as provided in *Sections 6* and *7*, or when an employee has been exposed to contagious disease as mentioned in *Section 3*, employees shall not be entitled to utilize earned sick leave until they have completed their probationary period, unless the sick leave request is approved by the Elected Official/Department Head or his/her designated representative.

Section 3. Employees shall be entitled to utilize earned sick leave for injury, pregnancy or sickness which renders an employee incapable of performing his/her required job duties, for medical and dental care or for exposure to contagious diseases under circumstances in which the health of other employees or the public would be endangered by the employee's attendance on duty.

Section 4. Employees will also be entitled to use up to six (6) days (or 48 hours) of their earned sick leave per year to care for an immediate family member (parent, spouse or children) who has a medical condition. Although the medical condition does not have to be a FMLA qualifying event, this allotment will be considered as part of the eighty (80) hours per year that employees may use annually for FMLA qualifying illnesses or injuries, pursuant to the Douglas County Civil Service Rules.

Section 5. An employee using sick leave may be asked to provide medical certification if there has been an indication of sick leave abuse. For sick leave of five (5) or more consecutive days, the employee must submit to the Elected Official/Department Head medical certification thereof.

Section 6. Where an employee is absent because of injury or sickness covered by the Nebraska Workers' Compensation Act, such employee may utilize earned sick leave to the extent that when added to the compensation payable under Workers' Compensation, it would equal the employee's regular rate of pay.

Section 7. The employee will be entitled to unlimited accrual of unused sick leave. However, the employee can never have more than 1,440 hours of useable sick leave in their "sick leave bank" at any given time. All accrued sick leave in excess of 1,440 hours will be kept track of separately and cannot be used for illness or injury. All accumulated sick leave, useable and unuseable, will be applied to pension benefits at the time of retirement pursuant to the Douglas County Retirement Policy.

Section 8. If an employee is on workers' compensation leave from the County, and is working a second job, the employee shall provide to the County a copy of his/her duties for that job. If the employee is performing duties at the second job that are prohibited by his/her medical restrictions, then the County reserves the right to terminate that employee's workers' compensation benefits.

ARTICLE 14 – FUNERAL LEAVE

Section 1. Where there is a death of an employee's spouse, employee's mother, father, children, grandchildren, or a minor individual for whom the employee has assumed the legal rights, duties and responsibilities of a parent, the employee may utilize funeral leave not to exceed five (5) working days. Where there is a death of an employee's stepmother, stepfather, grandparent, brother, sister, stepbrother, stepsister, half brother, half sister, current mother-in-law, current father-in-law, current daughter-in-law or current son-in-law, an employee may utilize funeral leave not to exceed three (3) working days. Where there is a death of a current brother-in-law, current sister-in-law, aunt, uncle or any person related by blood or marriage and who is not more distant than a 2nd cousin, great aunt, great uncle, or any person who at the time of death was a resident of the employee's household, the employee may utilize up to one (1) working day of funeral leave.

Any funeral leave must be approved by the employee's supervisor prior to it being taken. However, it is agreed that there are times when it is not possible for the employee to obtain prior approval. In those instances, the employee shall notify his/her supervisor of the need to take funeral leave, and the number of days the employee needs to be absent from work. The funeral leave must contain the day of the funeral or memorial service that is held for the deceased, unless otherwise approved by the elected official/department head or his/her designee.

Please refer to *Appendix B* for provisions pertaining to the Assessor/Register of Deeds bargaining unit.

ARTICLE 15 – MANAGEMENT RIGHTS

Section 1. Except where limited by express provisions of this Agreement, nothing herein shall be construed or interpreted to restrict, limit, or impair the right, powers and authority of the County and the Elected Official/Department Head heretofore possessed and hereinafter granted by virtue of law, regulations or resolution. These rights, powers and authority include, but are not limited to, the right to manage and supervise all of its operations and establish work rules, regulations and other terms and conditions of employment not inconsistent with the specific terms of this Agreement.

ARTICLE 16 - MANAGEMENT RIGHT OF CONTRACTING AND SUBCONTRACTING

Section 1. The Association recognizes the right of contracting and sub-contracting is vested in the County. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Association, nor to discriminate against any employees.

Section 2. If the contracting out or subcontracting of bargaining unit work has the effect of eliminating bargaining unit jobs, the Elected Official/Department Head agrees to notify the Association as early as possible in advance of the same in order to provide the Association with an opportunity to discuss with the Elected Official/Department Head its necessity and effect on bargaining unit employees.

ARTICLE 17 - OVERTIME

Section 1. Overtime shall be applicable and payable only to employees of this bargaining unit who are in a "non-exempt" status. No overtime, or accrual thereof, shall be payable to exempt employees.

Section 2. Full-time non-exempt employees shall be paid 1 ½ times their regular rate of pay for all hours worked in excess of forty (40) hours in any week. Please refer to *Appendix B* for provisions pertaining to the Assessor/Register of Deeds bargaining unit.

Section 3. The following will be constituted as hours worked for the purposes of computing overtime: vacations, holidays (when the holiday falls within the employee's regularly scheduled workweek) and jury duty.

Section 4. The Elected Official/Department Head shall distribute overtime on a fair and equitable basis among employees who are qualified to perform the required overtime work.

Section 5. An employee who has worked four (4) hours beyond his/her regular scheduled shift shall receive a 1/2 hour paid lunch period.

ARTICLE 18 – MINIMUM TIME PAY ALLOWANCE AND SHIFT DIFFERENTIAL

Section 1. Where a full-time employee reports for scheduled work and there is no work available, he/she will be compensated for two (2) hours of work or the actual number of hours worked, whichever is greater.

Section 2. Where an employee is called to duty during his/her off-duty time, such employee shall be paid for a minimum of two (2) hours at the rate of one and one-half (1½) times their regular rate of pay or the actual number of hours worked up to the beginning of his/her regularly scheduled duty shift at the rate of one and one-half (1½) times their regular rate of pay, whichever is greater.

Section 3. Management has the right to adjust an employee's regularly scheduled work shift ("adjusted work schedule"), on a case by case basis within a pay period, based upon the more efficient delivery of departmental services to its clients. It is understood that employees may request that management adjust work schedules pursuant to the above.

ARTICLE 19 – WORK ASSIGNMENTS AND DETAILING

Section 1. Work assignments shall be determined by current job descriptions on file as of the date that this contract is executed, or as may be amended by the Civil Service Commission during the term of this contract. The Elected Official/Department Head, or his/her designee, shall notify the Association of any potential changes to job descriptions and shall discuss, but shall not be required to negotiate, those potential changes with the Association prior to implementing them. However, if the County determines that a change in job description requires a change in pay that change in pay shall be negotiated with the Association prior to the job description changes being implemented.

Section 2. The Elected Official/Department Head or his/her designee may detail an employee to perform duties in a classification that has a pay scale higher than that to which he/she is assigned for a period not to exceed three (3) months, provided the employee has consented to such detail. In that event, the employee shall receive the wage for the step of the higher classification's pay scale that results in at least a .25 cent pay increase. The Elected Official/Department Head or his/her designee may extend the detail assignment beyond three (3) months upon approval by the Human Resources Director, provided that the detailed employee has consented to such extension. At the end of the detail assignment, the detailed employee shall be returned to his/her previous position, shift and location. No employee shall be considered, nor shall they consider themselves to be, on detail assignment unless specifically ordered by the Elected Official/Department Head or his/her designee to perform such detail assignment. Such order shall be in writing if the detail assignment is for more than one day.

Section 3. An employee has the right to decline a detail assignment. However, if an insufficient number of employees agree to accept the detail assignment(s), then the Elected Official/Department Head or his/her designee shall have the right to designate the most junior qualified employee(s) for the detail assignment. Time spent in such detailed assignment shall not affect the employee's seniority. Detail assignments will be made on a fair and

equitable basis.

Section 4. An employee on detail assignment shall be paid the first step within the detail assignment higher than the regular salary that he/she earned immediately prior to such assignment, commencing on the first day of being detailed to said position. The first day means a majority of the employee's shift.

Section 5. The Elected Official/Department Head or his/her designee may also temporarily assign employees to perform the duties of a different classification that has a lower pay scale. In that event, the assigned employees shall continue to be paid the same rate of pay that they were earning prior to the assignment.

Section 6. The Elected Official/Department Head shall maintain an accurate listing of all employees working a detail assignment and/or temporary transfer within a different classification. The Association business agent and stewards will have access to such records upon request.

ARTICLE 20 – MISCELLANEOUS PROVISIONS

Section 1. All Elected Official/Department Head employees are responsible to their immediate supervisor in the first instance. In their absence, normal supervisory chain of command will prevail. Employees are not required to take work directives from anyone other than his/her immediate supervisor and the Elected Official/Department Head, or his/her designee, except in emergency situations.

Section 2. The Elected Official/Department Head will provide bulletin boards in all offices and satellites covered by this agreement. The boards will be sufficient enough in size to post non-controversial notices of Association meetings, elections, social and recreational affairs, and notices of other Association activities. Any Association-related material posted on the bulletin boards shall be identified by authentication and authorized by an officer of the Association.

Section 3. With the exception of processing grievance matters and negotiating contracts, the Association will not be allowed to transact any business on County time. Stewards must ask their supervisor for permission to leave their jobs to investigate and adjust grievances and such permission shall be granted without unreasonable delay. A maximum of one (1) Association representative per Department or Elected Office will request permission to leave their jobs to address grievance-related matters at any particular time, so as to prevent workplace delays or provision of services delays. Further, bargaining unit representatives are required to provide reasonable advanced notice to their supervisors regarding their need to attend scheduled Association negotiations with the County.

It is further agreed that this provision shall be limited to periods of regular pay. Neither the County nor the Elected Official/Department Head is under any obligation to pay stewards for time spent in grievance meetings when they are not scheduled to work. The County and the Elected Official/Department Head will allow Association representatives to enter County property to conduct Association business. However, the County and the Elected Official/Department Head reserve the right to exclude such meetings from any and all work areas on County property. Such meetings shall not interfere with the orderly and efficient operation of County business.

Section 4. The Association agrees to provide in writing to the County and to the Elected Officials/Department Directors on a yearly basis, a roster of Association representatives, stewards and other Association officials, as well as provide within seven (7) working days following an election or selection, a revised roster of Association representatives, stewards and other Association officials charged with enforcing the contract.

Section 5. Any employee who is required to work on his/her scheduled day off will not be required to take another day off in lieu thereof.

Section 6. Any provisions of this Agreement which cannot be put into effect due to legislation, Executive Order or other regulations dealing with wage and price stabilization shall become effective at such time, at such amount and for such period as will be permitted by law during the life of this Agreement.

Section 7. If an employee does not report for work because of inclement weather and the employee's department is open for County business, the employee will be docked for all hours not worked. However, if an employee has accumulated vacation leave or compensatory leave he/she may exercise the use of such time for hours not worked.

ARTICLE 21 – LABOR MANAGEMENT COMMITTEE

Section 1. The parties recognize the benefits of exploration and study of current and potential problems and differences by meetings of representatives of the parties and an exchange of views and information without the stresses and time limitations, which may exist at the bargaining table. Accordingly, the parties agree to establish a committee to function during the term of the labor agreement, for the purpose of developing approaches and possible solutions to matters of vital concern to the County, the Elected Official/Department Head and the Association. Consequently, a Labor Management Committee may be established as follows:

- A. The County, the Elected Official/Department Head and the Association may establish a Labor-Management Committee to study, explore and make recommendations to the parties during the life of this Agreement concerning labor relations problems referred to the Committee by the parties.
- B. The Committee shall consist of not more than six (6) members. The Association shall be represented by not more than three (3) members, one of whom will act as co-chairperson. The Association representatives shall be selected by the Association's business representative or his/her designee. The Elected Official/Department Head shall be represented by not more than three (3) members, one of whom will act as the other co-chairperson. The Elected Official/Department Head's representatives shall be selected by the Elected Official/Department Head or his/her designee.
- C. Persons from either party who are involved in a subject under discussion may be brought into committee meetings by joint agreement of the co-chairpersons.
- D. The Committee's authority shall be limited to discussion, exploration and study of subjects referred to it by the parties. Any committee recommendations to the parties are to be on a confidential basis.
- E. The Committee shall have no authority to bargain for the parties on any issue or to determine the disposition of any grievances, which the Committee may review.
- F. Each party shall pay the expenses incurred by its permanent committee members.
- G. The Committee shall not engage in collective bargaining nor in any way modify, add to or detract from the provisions of this Agreement.

ARTICLE 22 – EDUCATIONAL SEMINARS AND CONFERENCES

Section 1. If an employee is required to attend any conference or seminar relating to his/her employment (including educational seminars required for the employee to obtain or retain job licensure), such time shall be considered "hours worked" according to the Fair Labor Standard Act. The Elected Official/Department Head shall pay any

registration fees and shall reimburse the employee for all allowable expenses incurred for any such conferences and seminars.

ARTICLE 23 – CONSTRUCTION OF AGREEMENT AND SAVINGS CLAUSE

Section 1. It is agreed by the parties hereto that unless there are specific provisions to the contrary, this Agreement is intended to be consistent with rules and regulations promulgated by the Civil Service Commission and that all ambiguities and questions of construction shall be resolved so as to be in harmony with such rules and regulations. Furthermore, all conditions of employment which are not specified herein shall be in accord with Civil Service Commission rules and regulations as if the same had been reprinted in full and made a part of this Agreement.

Section 2. Douglas County Civil Service Commission rules and regulations as used herein shall mean those rules and regulations the Civil Service Commission had the authority to promulgate and enforce.

Section 3. Should any Article, section or portion thereof, of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific Article, section or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree to immediately attempt negotiation of a substitute for the invalidated Articles, section or portion thereof.

Section 4. Any changes in Civil Service regulations that are in conflict with the terms of this Agreement shall not in any manner alter, amend or change the terms of this Agreement.

ARTICLE 24 – TUITION REIMBURSEMENT

Section 1. The County will pay up to seven hundred dollars (\$700) per budget fiscal year towards tuition and related fees, excluding books and parking, for those employees who succeed in accomplishing a “B” grade or above in a college level course. All hours must be semester or quarter hours in college level courses from an accredited college or university. The elected official/department head or his/her designee reserves the right not to recognize any hours, subject to the grievance procedure.

Section 2. Tuition Reimbursement is available for:

- Courses that are directly related to the employee’s current job and would improve their skills on the job.
- Courses within relevant Associate’s, Bachelor’s and Master’s Degree programs. Acceptable degree programs are those that relate to County employment, functions or services.

Prior to enrolling in a course, employees will submit a request using the form provided under ‘Appendix C’, to the individual designated by the Elected Official/Department Director to handle reimbursement requests. The employee will then be given notice as to whether the course has been approved for reimbursement subject to completion and grade attainment requirements. After completion of the course, the employee will provide a final grade report, official transcript, or some other proof of having received a “B” grade or higher, in the course to the individual designated by the Elected Official/Department Director to handle reimbursement requests.

Section 3. Employees are required to maintain employment with the County for at least three (3) years after course completion. If the employee does not remain employed for three (3) years, the employee must repay the

financial assistance given, on a prorated basis, if his/her separation from employment is due to voluntary resignation, retirement or termination for cause.

If the employee voluntarily resigns his/her employment with the County, retires or is terminated for cause within one year after completing the course, he/she must repay the full amount of the assistance given for that course. If the employee voluntarily resigns his/her employment with the County, retires or is terminated for cause during the second year after completion of the course, he/she must repay two-thirds (2/3) of the assistance given for that course.

If the employee voluntarily resigns his/her employment with the County, retires or is terminated for cause during the third year after completion of the course, he/she must repay one-third (1/3) of the assistance given for that course. Notwithstanding the above, if an employee is forced to retire or resign due to sustaining a disability, he/she will not be required to repay any of the tuition reimbursement.

Section 4. All courses must be taken during hours other than the employee's regular work hours unless vacation leave is granted pursuant to the provisions of this contract that relate to that paid leave.

Section 5. Reimbursement will not be made to an employee who does not complete the course.

Section 6. Workshops, seminars, conferences and in-service training are not part of the Tuition Reimbursement Program.

ARTICLE 25 - WAGES

The wage scale(s) contained in *Appendix A*, attached hereto, are included as a part of this contract and reflect the following:

All covered Assessor/Register of Deeds and Clerk/Comptroller classifications:

January 1, 2015 through December 31, 2015: 3.0% increase from the previous year [2014]

January 1, 2016 through December 31, 2016: 3.0% increase from the previous year [2015]

January 1, 2017 through December 31, 2017: 3.0% increase from the previous year [2016]

All covered General Assistance classifications:

January 1, 2015 through December 31, 2015: 4.0% increase from the previous year [2014]

January 1, 2016 through December 31, 2016: 4.0% increase from the previous year [2015]

January 1, 2017 through December 31, 2017: 3.0% increase from the previous year [2016]

ARTICLE 26 – DURATION OF AGREEMENT

Section 1. This Agreement between Employees United Labor Association, Douglas County, Nebraska, the Douglas County Clerk/Comptroller and the Douglas County Assessor/Register of Deeds will be in effect for a three (3) year period, commencing on January 1, 2015, and terminating on December 31, 2017. The provisions contained in this Agreement constitute the entire Agreement between the parties and no verbal statements will supersede any of those provisions. No reopeners are permitted unless it is agreed to in writing by all parties in this Agreement. Any amendment supplemental hereto shall not be binding upon any of the parties unless executed in writing by the parties hereto.

EMPLOYEES UNITED LABOR ASSOCIATION

DOUGLAS COUNTY, NEBRASKA

By: _____

By: _____
County Board Chair

DOUGLAS COUNTY ASSESSOR /
REGISTER OF DEEDS

DOUGLAS COUNTY CLERK /
COMPTROLLER

By: _____

By: _____

APPROVED AS TO FORM:

By: _____
Deputy County Attorney

APPENDIX A

WAGE SCALE(S)

I. CLERK/COMPTROLLER

The following wage scales are for the period January 1, 2015 – December 31, 2015, and reflect a +3.0% increase to the previous year's wage scales (2014):

Occ. Code	Position Title	Step 1 Start	Step 2 1 Yr.	Step 3 2 Yrs.	Step 4 3 Yrs.	Step 5 4 Yrs.	Step 6 5 Yrs.	Step 7 6 Yrs.	Step 8 7 Yrs.
509	Accountant II	24.36	25.44	26.59	27.79	29.08	30.37	31.73	33.17
510	Accountant III	25.16	26.30	27.49	28.77	30.10	31.49	32.94	34.46
045	Accountant IV	28.52	29.81	31.13	32.57	34.03	35.58	37.19	38.88
546	Accounts Payable Auditor	17.80	18.58	19.37	20.21	21.06	22.00	22.95	23.95
047	Accounts Payable Specialist	19.78	20.62	21.54	22.46	23.44	24.44	25.50	26.55
545	Administrative Assistant	19.72	20.44	21.18	21.94	22.73	23.56	24.40	25.27
639	Clerk II	15.46	16.14	16.80	17.47	18.21	18.96	19.77	20.58
640	Clerk III	16.55	17.23	17.94	18.68	19.45	20.25	21.06	21.95
442	Records and Finance Specialist	17.80	18.58	19.37	20.21	21.06	22.00	22.95	23.95

The following wage scales are for the period January 1, 2016 – December 31, 2016, and reflect a +3.0% increase to the previous year's wage scales (2015):

Occ. Code	Position Title	Step 1 Start	Step 2 1 Yr.	Step 3 2 Yrs.	Step 4 3 Yrs.	Step 5 4 Yrs.	Step 6 5 Yrs.	Step 7 6 Yrs.	Step 8 7 Yrs.	Step 9 8 Yrs.
509	Accountant II	25.09	26.20	27.39	28.62	29.95	31.28	32.68	34.17	35.71
510	Accountant III	25.91	27.09	28.31	29.63	31.00	32.43	33.93	35.49	37.12
045	Accountant IV	29.38	30.70	32.06	33.55	35.05	36.65	38.31	40.05	41.86
546	Accounts Payable Auditor	18.33	19.14	19.95	20.82	21.69	22.66	23.64	24.67	25.74
047	Accounts Payable Specialist	20.37	21.24	22.19	23.13	24.14	25.17	26.27	27.35	28.53
545	Administrative Assistant	20.31	21.05	21.82	22.60	23.41	24.27	25.13	26.03	26.97
639	Clerk II	15.92	16.62	17.30	17.99	18.76	19.53	20.36	21.20	22.08
640	Clerk III	17.05	17.75	18.48	19.24	20.03	20.86	21.69	22.61	23.54
442	Records and Finance Specialist	18.33	19.14	19.95	20.82	21.69	22.66	23.64	24.67	25.74

The following wage scales are for the period January 1, 2017 – December 31, 2017, and reflect a +3.0% increase to the previous year's wage scales (2016):

Occ. Code	Position Title	Step 1 Start	Step 2 1 Yr.	Step 3 2 Yrs.	Step 4 3 Yrs.	Step 5 4 Yrs.	Step 6 5 Yrs.	Step 7 6 Yrs.	Step 8 7 Yrs.	Step 9 8 Yrs.
509	Accountant II	25.84	26.99	28.21	29.48	30.85	32.22	33.66	35.20	36.78
510	Accountant III	26.69	27.90	29.16	30.52	31.93	33.40	34.95	36.55	38.23
045	Accountant IV	30.26	31.62	33.02	34.56	36.10	37.75	39.46	41.25	43.12
546	Accounts Payable Auditor	18.88	19.71	20.55	21.44	22.34	23.34	24.35	25.41	26.51
047	Accounts Payable Specialist	20.98	21.88	22.86	23.82	24.86	25.93	27.06	28.17	29.39
545	Admin Assistant	20.92	21.68	22.47	23.28	24.11	25.00	25.88	26.81	27.78
639	Clerk II	16.40	17.12	17.82	18.53	19.32	20.12	20.97	21.84	22.74
640	Clerk III	17.56	18.28	19.03	19.82	20.63	21.49	22.34	23.29	24.25
442	Records and Finance Spec	18.88	19.71	20.55	21.44	22.34	23.34	24.35	25.41	26.51

II. ASSESSOR/REGISTER OF DEEDS

The following wage scales are for the period January 1, 2015 – December 31, 2015, and reflect a +3.0% increase to the previous year's wage scales (2014):

Occ. Code	Position Title	Step 1 Start	Step 2 1 Yr.	Step 3 2 Yrs.	Step 4 3 Yrs.	Step 5 4 Yrs.	Step 6 5 Yrs.	Step 7 6 Yrs.	Step 8 7 Yrs.
607	Accounting Clerk II	17.84	18.62	19.43	20.25	21.14	22.03	22.98	23.96
632	Accounting Clerk III	19.56	20.24	20.91	21.62	22.36	23.09	23.88	24.69
392	Administrative Support Clerk	17.25	18.06	18.88	19.73	20.62	21.58	22.55	23.58
662	Assessor Support Tech II	19.87	20.64	21.45	22.27	23.13	24.04	24.96	25.94
393	Assessor Support Tech.	18.38	19.09	19.83	20.60	21.39	22.22	23.07	23.97
009	Assistant Manager GIS	28.59	29.72	30.86	32.06	33.31	34.63	35.97	37.39
639	Clerk II	15.46	16.14	16.80	17.47	18.21	18.96	19.77	20.58
642	Clerk Typist I	13.83	14.48	15.13	15.82	16.53	17.30	18.07	18.89
391	GIS Support Technician	20.76	21.49	22.25	23.03	23.84	24.69	25.57	26.46
002	Property Appraisal Info Analyst	24.86	26.59	27.94	29.69	31.45	33.20	34.95	36.67
402	Real Estate Appraiser Tech I	20.24	21.15	22.06	23.05	24.08	25.17	26.28	27.42
403	Real Estate Appraiser Tech II	22.25	23.24	24.29	25.39	26.52	27.73	29.02	30.30
408	Real Estate Clerk	15.84	16.50	17.18	17.89	18.63	19.41	20.21	21.05

410	Real Estate Lister	19.78	20.28	20.80	21.30	21.85	22.41	22.96	23.54
654	Real Estate Recorder I	16.00	16.66	17.36	18.07	18.82	19.60	20.42	21.26
440	Real Estate Recorder II	17.80	18.54	19.32	20.11	20.96	21.82	22.71	23.65
407	Real Estate Specialist	25.18	26.33	27.52	28.76	30.10	31.49	32.91	34.44
623	Scanner Operator I	15.20	15.86	16.57	17.32	18.09	18.89	19.75	20.61
653	Senior Real Estate Recorder	19.60	20.42	21.26	22.13	23.06	24.03	25.01	26.04
504	Tax Auditor	23.64	24.66	25.72	26.84	28.00	29.17	30.42	31.70

The following wage scales are for the period January 1, 2016 – December 31, 2016, and reflect a +3.0% increase to the previous year's wage scales (2015):

Occ. Code	Position Title	Step 1 Start	Step 2 1 Yr.	Step 3 2 Yrs.	Step 4 3 Yrs.	Step 5 4 Yrs.	Step 6 5 Yrs.	Step 7 6 Yrs.	Step 8 7 Yrs.	Step 9 8 Yrs.
607	Accounting Clerk II	18.38	19.18	20.01	20.86	21.77	22.69	23.67	24.68	25.74
632	Accounting Clerk III	20.15	20.85	21.54	22.27	23.03	23.78	24.60	25.43	26.29
392	Administrative Support Clerk	17.77	18.60	19.45	20.32	21.24	22.23	23.23	24.29	25.40
662	Assessor Support Tech II	20.47	21.26	22.09	22.94	23.82	24.76	25.71	26.72	27.76
393	Assessor Support Tech.	18.93	19.66	20.42	21.22	22.03	22.89	23.76	24.69	25.65
009	Assistant Manager GIS	29.45	30.61	31.79	33.02	34.31	35.67	37.05	38.51	40.01
639	Clerk II	15.92	16.62	17.30	17.99	18.76	19.53	20.36	21.20	22.08
642	Clerk Typist I	14.24	14.91	15.58	16.29	17.03	17.82	18.61	19.46	20.35
391	GIS Support Technician	21.38	22.13	22.92	23.72	24.56	25.43	26.34	27.25	28.21
002	Property Appraisal Info Analyst	25.61	27.39	28.78	30.58	32.39	34.20	36.00	37.77	39.93
402	Real Estate Appraiser Tech I	20.85	21.78	22.72	23.74	24.80	25.93	27.07	28.24	29.49
403	Real Estate Appraiser Tech II	22.92	23.94	25.02	26.15	27.32	28.56	29.89	31.21	32.62
408	Real Estate Clerk	16.33	17.00	17.70	18.43	19.19	19.99	20.82	21.68	22.58
410	Real Estate Lister	20.37	20.89	21.42	21.94	22.51	23.08	23.65	24.25	24.86
654	Real Estate Recorder I	16.48	17.16	17.88	18.61	19.38	20.19	21.03	21.90	22.81
440	Real Estate Recorder II	18.33	19.10	19.90	20.71	21.59	22.47	23.39	24.36	25.37
407	Real Estate Specialist	25.94	27.12	28.35	29.62	31.00	32.43	33.90	35.47	37.09

623	Scanner Operator I	15.66	16.34	17.07	17.84	18.63	19.46	20.34	21.23	22.17
653	Senior Real Estate Recorder	20.19	21.03	21.90	22.79	23.75	24.75	25.76	26.82	27.93
504	Tax Auditor	24.35	25.40	26.49	27.65	28.84	30.05	31.33	32.65	34.05

The following wage scales are for the period January 1, 2017 – December 31, 2017, and reflect a +3.0% increase to the previous year's wage scales (2016):

Occ. Code	Position Title	Step 1 Start	Step 2 1 Yr.	Step 3 2 Yrs.	Step 4 3 Yrs.	Step 5 4 Yrs.	Step 6 5 Yrs.	Step 7 6 Yrs.	Step 8 7 Yrs.	Step 9 8 Yrs.
607	Accounting Clerk II	18.93	19.76	20.61	21.49	22.42	23.37	24.38	25.42	26.51
632	Accounting Clerk III	20.75	21.48	22.19	22.94	23.72	24.49	25.34	26.19	27.08
392	Administrative Support Clerk	18.30	19.16	20.03	20.93	21.88	22.90	23.93	25.02	26.16
662	Assessor Support Tech II	21.08	21.90	22.75	23.63	24.53	25.50	26.48	27.52	28.59
393	Assessor Support Tech.	19.50	20.25	21.03	21.86	22.69	23.58	24.47	25.43	26.42
009	Assistant Manager GIS	30.33	31.53	32.74	34.01	35.34	36.74	38.16	39.67	41.21
639	Clerk II	16.40	17.12	17.82	18.53	19.32	20.12	20.97	21.84	22.74
642	Clerk Typist I	14.67	15.36	16.05	16.78	17.54	18.35	19.17	20.04	20.96
391	GIS Support Technician	22.02	22.79	23.61	24.43	25.30	26.19	27.13	28.07	29.06
002	Property Appraisal Info Analyst	26.38	28.21	29.64	31.50	33.36	35.23	37.08	38.90	41.13
402	Real Estate Appraiser Tech I	21.48	22.43	23.40	24.45	25.54	26.71	27.88	29.09	30.37
403	Real Estate Appraiser Tech II	23.61	24.66	25.77	26.93	28.14	29.42	30.79	32.15	33.60
408	Real Estate Clerk	16.81	17.51	18.23	18.98	19.77	20.59	21.44	22.33	23.26
410	Real Estate Lister	20.98	21.52	22.06	22.60	23.19	23.77	24.36	24.98	25.61
654	Real Estate Recorder I	16.97	17.67	18.42	19.17	19.96	20.80	21.66	22.56	23.49
440	Real Estate Recorder II	18.88	19.67	20.50	21.33	22.24	23.14	24.09	25.09	26.13
407	Real Estate Specialist	26.72	27.93	29.20	30.51	31.93	33.40	34.92	36.53	38.20
623	Scanner Operator I	16.13	16.83	17.58	18.38	19.19	20.04	20.95	21.87	22.84
653	Senior Real Estate Recorder	20.80	21.66	22.56	23.47	24.46	25.49	26.53	27.62	28.77
504	Tax Auditor	25.08	26.16	27.28	28.48	29.71	30.95	32.27	33.63	35.07

III. GENERAL ASSISTANCE

The following wage scales are for the period January 1, 2015 – December 31, 2015, and reflect a +4.0% increase to the previous year's wage scales (2014):

Occ. Code	Position Title	Step 1 Start	Step 2 1 Yr.	Step 3 2 Yrs.	Step 4 3 Yrs.	Step 5 4 Yrs.	Step 6 5 Yrs.	Step 7 6 Yrs.	Step 8 7 Yrs.
640	Clerk III	16.71	17.40	18.12	18.87	19.64	20.45	21.27	22.16
224	Clinical Services Clerk	17.13	17.80	18.50	19.23	19.97	20.75	21.55	22.38
204	Social Services Technician I	17.13	17.80	18.50	19.23	19.97	20.75	21.55	22.38

The following wage scales are for the period January 1, 2016 – December 31, 2016, and reflect a +4.0% increase to the previous year's wage scales (2015):

Occ. Code	Position Title	Step 1 Start	Step 2 1 Yr.	Step 3 2 Yrs.	Step 4 3 Yrs.	Step 5 4 Yrs.	Step 6 5 Yrs.	Step 7 6 Yrs.	Step 8 7 Yrs.	Step 9 8 Yrs.
640	Clerk III	17.38	18.10	18.84	19.62	20.43	21.27	22.12	23.05	24.00
224	Clinical Services Clerk	17.82	18.51	19.24	20.00	20.77	21.58	22.41	23.28	24.19
204	Social Services Technician I	17.82	18.51	19.24	20.00	20.77	21.58	22.41	23.28	24.19

The following wage scales are for the period January 1, 2017 – December 31, 2017, and reflect a +3.0% increase to the previous year's wage scales (2016):

Occ. Code	Position Title	Step 1 Start	Step 2 1 Yr.	Step 3 2 Yrs.	Step 4 3 Yrs.	Step 5 4 Yrs.	Step 6 5 Yrs.	Step 7 6 Yrs.	Step 8 7 Yrs.	Step 9 8 Yrs.
640	Clerk III	17.90	18.64	19.41	20.21	21.04	21.91	22.78	23.74	24.72
224	Clinical Services Clerk	18.35	19.07	19.82	20.60	21.39	22.23	23.08	23.98	24.92
204	Social Services Technician I	18.35	19.07	19.82	20.60	21.39	22.23	23.08	23.98	24.92

APPENDIX B

4 DAY WORK WEEK PROVISIONS PERTAINING TO THE ASSESSOR/REGISTER OF DEEDS' BARGAINING UNIT

1. The provisions contained in this Appendix are a part of the labor contract between the parties to which this Appendix is attached.
2. The Douglas County Assessor/Register of Deeds has implemented a workweek consisting of four ten and one-half (10 ½) hour days, which includes the ½ hour unpaid lunch break. This workweek format is at the discretion of the Assessor/Register of Deeds. It may not be feasible for all covered classifications to be eligible. In addition, this workweek format will also be voluntary in that it will only apply to those employees who wish to participate. Those choosing not to participate will continue to work their normal eight and one-half hour (8 ½) day, five-day workweek schedule, which includes the ½ hour unpaid lunch break.
3. If the Assessor/Register of Deeds decides to terminate this program he/she may do so by giving at least five working days advance written notice to the affected employees and to EULA. Additionally, any employee participating in the program upon providing at least 5 working days written notice to the Assessor/Register of Deeds or his/her designee may:
 - (a) withdraw from participating and return to his/her normal (8½ hour, 5 day) schedule; or,
 - (b) withdraw from the normal (8½ hour, 5 day) schedule and elect to participate in the (10½ hour, 4 day) schedule.

An employee may only elect to participate, or withdraw from participating, once per calendar year.

4. The four-day workweek will consist of two schedules: Monday – Thursday and Tuesday – Friday. Employees shall rotate between the two schedules as designated. The Assessor/Register of Deeds shall have the discretion to determine which employees work each work schedule.
5. Employees will work the normal 8 ½ hour day/five day work week schedule during any week in which a holiday is observed by Douglas County, as described in *Article 3, Section 1*, of the labor contract between the parties.
6. During any week in which the 10 ½ hour day/four day work week schedule is in effect, overtime shall be paid for employees participating in the program at the rate of time and one-half their regular rate of pay for all hours worked in excess of forty (40) hours in any week.
7. Any changes in an employee's work schedule while he/she is participating in the program must be approved by the Assessor/Register of Deeds or his/her designee. This approval does not pertain to an employee's ability to withdraw from the program, which is covered by *Paragraph 3* above.
8. Each day of accrued vacation leave equates to eight vacation leave hours, regardless of whether an employee is participating in the program.

When an employee uses a day of vacation leave, he/she will be charged for either 8 hours of vacation leave or 10 hours of vacation leave, depending on whether he/she is working the 8 ½ hour work schedule or the 10 ½ hour work schedule.

9. Each day of accrued sick leave equates to eight hours and shall accrue each pay period pursuant to *Article 13, Section 1*, of the contract. When an employee uses a day of sick leave, he/she will be charged for either 8 hours of sick leave or 10 hours of sick leave, depending on whether he/she is working the 8 ½ hour work schedule or the 10 ½ hour work schedule.

10. For Assessor/Register of Deeds employees participating in the 10½ hour, 4 day schedule, where there is a death of an employee's spouse, mother, father, children, grandchildren, or a minor individual for whom the employee has assumed the legal rights, duties and responsibilities of a parent, the employee may utilize funeral leave not to exceed 40 hours (4 working days). Where there is a death of an employee's stepmother, stepfather, grandparent, brother, sister, stepbrother, stepsister, half brother, half sister, current mother-in-law, current father-in-law, current daughter-in-law or a current son-in-law, an employee may utilize funeral leave not to exceed 30 hours (3 working days). Where there is a death of a current brother-in-law, current sister-in-law, aunt, uncle or any person related by blood or marriage and who is not more distant than a 2nd cousin, great aunt, great uncle or any person who at the time of death was a resident of the household of the employee, the employee may utilize up to 10 hours (1 working day) of funeral leave.

Any funeral leave must be approved by the employee's supervisor prior to it being taken. However, it is agreed that there are times when it is not possible for the employee to obtain prior approval. In those instances, the employee shall notify his/her supervisor of the need to take funeral leave, and the number of days the employee needs to be absent from work. The funeral leave must contain the day of the funeral or memorial service that is held for the deceased, unless otherwise approved by the elected official/department head or his/her designee.

APPENDIX C

TUITION REIMBURSEMENT REQUEST FORM

This request form must be completed and submitted prior to enrolling in a particular course. Employees are to complete one request form per course.

Employee Name (Last, First MI)		Supervisor Name	
Department/Division			
Employee # and Job Title		Course Start Date / End Date	
Term: <input type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> Spring <input type="checkbox"/> Summer		<input type="checkbox"/> Quarter <input type="checkbox"/> Semester	
College / University / School			
Course # and Name	Units/Credits	Days (e.g., MWF)	Time (e.g. 2PM-4PM)
Provide a brief description of the course content OR attach a course syllabus/outline to this form:			

I understand that the conditions of receiving tuition reimbursement are pursuant to *Article 24* of the Douglas County-EULA-General collective bargaining agreement. I further understand and agree that if repayment is required, I will have the appropriate tuition reimbursement amount be deducted from my last paycheck, and/or agree to repay any amount of tuition reimbursement pursuant to the repayment terms of the collective bargaining agreement, if requested by Douglas County.

Employee Signature	Date	Received By: Supervisor Signature	Date