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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: **10/18/2016**

Exact wording to be used for the agenda: **Resolution approving labor contract between Douglas County and the International Union of Operating Engineers (IUOE) Local #571 representing covered Douglas County 911 Communications employees**

Action requested: **Approval**

Amount requested: _____ 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: Salary / wage increases for unit: +2.5% (2016); +2.5% (2017); +2.5% (2018)

Funded in current year by the Salary Adjustment Fund

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? _____

If this is a rush agenda item, please explain why: _____

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

Date submitted: **10/12/16**

List Attachments: **Resolution + copy of IUOE 571-911 Contract, Jan 2016 – Dec 2018**
(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

Completed by receiving office
Received in Administrative Office: Date 10/12/16 Time

BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, NEBRASKA

RESOLVED

WHEREAS, Douglas County has a labor contract with the International Union of Operating Engineers (IUOE) Local #571, representing covered employees within the Douglas County 911 Communications Department; and,

WHEREAS, that contract expired on December 31, 2015, and the parties have successfully negotiated a new three-year contract for the term effective January 1, 2016, through December 31, 2018.

NOW THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS, DOUGLAS COUNTY, NEBRASKA, THAT the attached labor contract with the IUOE Local #571 union, is hereby approved and adopted, and the Chair of this Board is authorized to execute said contract on behalf of Douglas County.

DATED this 18th day of October, 2016

COLLECTIVE BARGAINING AGREEMENT

DOUGLAS COUNTY 911 COMMUNICATIONS
EMPLOYEES

DOUGLAS COUNTY, NEBRASKA

AND

LOCAL 571
INTERNATIONAL UNION OF OPERATING ENGINEERS

January 1, 2016 – December 31, 2018

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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" and Local 571 of the International Union of Operating Engineers, hereinafter referred to as "the Union". The County recognizes the Union 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 Douglas County 911 Communications Department. Expressly excluded from the bargaining unit, among others, are all superintendents, supervisory, confidential personnel, seasonal or temporary employees.

Section 2. The positions covered by this contract are as follows:

- 911 Operator
- 911 Technician
- Communications Dispatcher
- Communications Specialist
- Coordinator Administration and Training
- Office and Accreditation Manager
- Communications System Administrator

Section 3. Any position established, or a substantial change in the duties of an existing position subsequent to the execution of this Agreement, which does not provide for responsibilities or duties of a supervisory or confidential nature, or which is not comparable to positions excluded in Section 1 of this Article, in terms of educational requirements, abilities, knowledge, skill, responsibilities or duties, shall be accredited to the applicable bargaining unit.

The 911 Director, or his/her designee, will notify the union upon the establishment of any position or the substantial change in duties of an existing position, together with specifying bargaining unit or non-bargaining unit placement.

Section 4. The County will not aid, promote or finance any Union or organization, which 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, the County shall not make any agreements with bargaining unit employees contrary to the terms of this Agreement, nor shall the County make any agreements with individuals, groups, organizations or unions which seek to represent employees or engage in collective bargaining, other than the recognized Union.

Section 5. 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 County and the Union's business agent will meet to discuss an extension of the above.

ARTICLE 2 - NON-DISCRIMINATION

Section 1. The County and the Union 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 and the Union 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 Union 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:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Christmas Day	
*Floating Holiday (1)	*With the approval of the 911 Director or his/her designee

*Floating Holiday: Employees will be able to place request for Floating Holiday fourteen (14) calendar days in advance and will be notified in writing as soon as is reasonably possible as to whether the Floating Holiday request has been approved or denied, but no later than two (2) calendar days after the request is submitted. The Department Head or his/her designee will allow one employee to work overtime to ensure the use of the Floating Holiday.

For employees whose normal work schedule is Monday-Friday, if the holiday falls on a Saturday it shall be observed on the previous Friday and if the holiday falls on a Sunday it shall be observed on the following Monday.

For employees who work in job classifications that are part of operations requiring 24-hour per day, seven days/week coverage, holidays will be observed on the days on which they fall.

Section 2. For employees whose normal work schedule is Monday-Friday, if they are given the day off because it is an observed holiday, those employees shall receive as holiday pay their normal daily rate of pay at straight time.

Section 3. When an observed holiday falls on an employee's normally scheduled day off, and no other day is celebrated for that holiday, such employee shall receive as holiday pay an amount equal to his/her normal daily rate of pay, at straight time.

Section 4. 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 5. Holidays will be considered as time worked for purposes of computing overtime pay.

Section 6. Employees who are on-call during a Holiday shall be paid two (2) hours of on-call pay at one and one-half (1 ½) times their regular rate of pay.

Section 7. Employees who work on the day in which any holiday listed in Section 1 is observed shall receive:

(1) Holiday pay based on their normal daily rate of pay for all hours worked on that holiday (if the employee works less than their normally scheduled work period on that holiday, they shall still receive holiday pay for the number of hours they are normally scheduled to work); and,

(2) pay at time and one-half (1 ½) for all hours worked on that holiday.

An employee who was required to work on a holiday will not be required to take another day off because of the work performed on the holiday.

ARTICLE 4 - PROBATIONARY & TRIAL PERIODS

Section 1. All newly hired employees shall serve a probationary period of 270 days. Probationary periods shall not be extended.

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 Union Representative to present information to the 911 Director on the matter(s) involved in the disciplinary action.

Section 3. Promoted employees shall serve a 90 day trial period from the date of promotion. The 911 Director 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. If the 911 Director 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.

Section 4. When the employee is reinstated to his/her former position at the 911 Director's insistence during the trial period, he/she shall be advised in writing by the 911 Director as to the reasons therefore. Such action is not subject to appeal or the grievance procedure.

Section 5. Employees shall not be eligible for promotion during their probationary period or a trial period provided in this Article.

ARTICLE 5 - CHECK-OFF

Section 1. The County shall, in accordance with the provisions of this Article, deduct certified regular monthly union dues from the pay of each employee, at the rate of one and one-half (1 ½) hour of pay per pay check x24 checks, provided that at the time of such deduction the County has in its possession an unrevoked written authorization, executed by the employees.

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 revocations 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 Union the amounts thereof showing the names of employees.

Section 5. The Union agrees to indemnify and hold the County harmless against any and all claims, suits, orders or judgments brought or issued against the County as a result of any action taken or not taken by the County 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 Union'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 Union, it shall be the responsibility of the employee to collect such duplicate payment from the Union.

Section 7. The Union shall provide the County thirty (30) days written notice of any certified change in the amount of monthly union 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 Union, 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 notification, in writing, to the Union of the existence of a strike or concerted work stoppage, the Union 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 Union 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 article may be discharged or disciplined by the 911 Director, including loss of compensation, vacation benefits and holiday pay.

Section 4. The County and the 911 Director 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 his/her department, 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 Worker's 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 lists as of the date of their full-time employment with the County, following satisfactory completion of their probationary period. Douglas County employees transferring from one department to another will have their seniority established by the following: For purposes of shift bidding and/or days off, an employee transferring to another department shall go to the bottom of the Department Seniority list.

Employees transferring to another 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 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 departments where bargaining unit employees are assigned. Seniority lists shall be brought up to date annually. Any corrections made to the seniority list after it has been posted shall be applied prospectively from the date the correction is made. Corrections shall not be applied retroactively.

Section 6. In all cases of transfers and promotions within the bargaining unit, the 911 Director will consider ability and qualifications to do the work. Where ability and qualifications to perform the work are equal in the judgment of the 911 Director (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 reduction in work force, layoffs shall be made on the basis of County seniority within classification, when the abilities of employees affected thereby to perform the work are not significantly different; otherwise, the most able employee or employees shall be retained. For purposes of this contract, "classification" is defined as the employee's job title.

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 Union. The time limit provided in this section may be extended if the affected employee did not have reasonable opportunity to receive the written notice.

Section 3. Employees subject to layoff shall have the option within the time period provided in Section 2 to exercise their layoff rights provided in this Article or to accept layoff. Failure to respond within the time limit provided in Section 2 shall constitute acceptance of the layoff.

Section 4. No full-time or permanent part-time employee shall be laid off from his/her department while there are probationary, seasonal or temporary employees working in his/her classification in the 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 shall take any open and vacant full-time position, within his/her

department and within the same pay grade, provided that he/she is qualified to perform such duties.

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 the same pay grade for any position for which the employee is qualified.

If the employee does not have the seniority or the qualifications to bump within his/her pay grade, such employee shall take any open and vacant full-time position in a lower pay grade in his/her department, provided that he/she is qualified to perform such duties.

If no such open and vacant position exists, such employee may displace ("bump") the least senior full-time employee within a lower pay grade in the same bargaining unit, if the employee is qualified to perform the duties of any such position.

If a part-time employee is laid off from his/her classification by virtue of the provisions of Section 1, such employee shall take any open and vacant part-time position within their department and the same pay grade, provided that he/she is qualified to perform the duties of the open and vacant part-time position. 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 the same pay grade for any position for which the employee is qualified.

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

A part-time employee may not bump a full-time employee, however, a full-time employee may bump a part-time employee. For any employee who bumps into a position that is in a lower pay grade, 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.

Section 6. Whereby, due to a reduction in work force, either a full-time or permanent part-time employee takes a position in a lower classification 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 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 911 Director 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 911 Director 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 911 Director giving consideration to all attendant circumstances. The 911 Director 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.

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. It shall be necessary for the employee to 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

Section 2. An employee who has completed six (6) months of service with the County may use vacation leave. The 911 Director, 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 911 Director, or his/her designee, shall endeavor to schedule work production to allow employees to take vacation at the time requested, the needs of the 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 240 hours shall not be carried forward from one calendar year to the next calendar year.

Section 7. Beginning in 2015, employees may choose to vacation bid for a period of 45 days starting each January 1, by designating on the form provided by the 911 Director their preferences for vacation leave during the period between March 1 through the last day of February in the following year. Beginning in 2017, employees may also choose to participate in a second vacation bid for a period of 45 days starting each July 1, by designating on the form provided by the 911 Director their preferences for vacation leave during the period between September 1 through the last day of February in the following year. In October 2017, the 911 Director and the union will review the 'twice per year' vacation bid process. The union will inform the 911 Director whether the membership prefers to continue with a 'twice per year' vacation bid or to return to a 'once per year' vacation bid for 2018.

The form provided by the 911 Director shall indicate those dates when employees may not take vacation. Two employees from the same shift will be allowed off for vacation regardless of classification. In the event that a conflict exists among the designated preferences of employees in the same classification, length of service with the County shall control. Each employee will be allowed to bid for vacation for a period of time not to exceed the number of days that the employee will earn in a calendar year. After every employee on a designated shift has had an opportunity to bid their vacation, the list will be resubmitted to every employee for subsequent vacation bids until the closing of the bid process. An employee must make their vacation selection within 24 hours of receiving the vacation bidding form in

order to allow the bidding process to take place. The shift supervisor or division head shall post scheduled vacations in individual divisions thirty (30) days after the completion of the posting period as described in this Section.

Section 8. Where an employee's primary choice (first choice) of vacation leave, scheduled pursuant to the provisions of this Article, is canceled by the 911 Director, such employee shall be paid one and one-half (1 ½) 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. This provision also does not apply to an employee who takes a promotion and is reassigned to another shift, or an employee who bids an opening on another shift when openings are declared. In that circumstance, the new supervisor will try to accommodate the vacation schedule of the reassigned employee based on the staffing needs of the new shift.

Section 9. When an employee is forced to move to a new shift as a result of seniority, open vacation time left over from the general vacation bidding process will be offered to the affected employee. The forced employee shall bid on this available vacation time in the same manner and process as prescribed by the general bidding process. If the employee accepts the open vacation time, then the provisions of section 8 do not apply. If the affected employee does not accept the open vacation time, and the staffing of the shift will accommodate the granting of vacation, it will be offered to other employees in the same classification by seniority.

ARTICLE 10 - DISCIPLINE

Section 1. Disciplinary actions shall include the following: Oral Reprimand, Written Reprimand, Suspension and Discharge. In the event an employee is subject to an oral reprimand, the employee may request the presence of a Union Representative. Such oral or written reprimand shall be effective for not more than the twelve (12) months following such action; thereafter, it shall not be used for any further discipline or in a determination of a promotion.

Section 2. Disciplinary action may be imposed on an employee only for just cause. Employees may grieve oral and written reprimands, but may not appeal them to the Civil Service Commission. Disciplinary action involving disciplinary time off shall be effective for not more than one year following such action; thereafter, it shall not be used for any further discipline or in a determination of a promotion.

Any time that an employee is being questioned about matters that could reasonably lead to disciplinary action against that employee, the employee is entitled to union representation. The employee is not entitled to any representation when the discipline is merely being issued, and no questioning is taking place.

Section 3. If the employee's supervisor has reason to reprimand an employee, it shall be done in a reasonable and professional manner and not before other employees or the public.

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 said incident 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 disciplinary action itself must be issued to the employee within ten (10) working days from the time said incident 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, exclusive of weekends and the holidays recognized by this contract (but not the floating holiday).

Section 4. An employee subject to suspension or discharge 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 Union's business manager, but a copy of the employee's written request shall.

Section 5. After any pre-disciplinary hearing, but before the discipline is actually issued, the 911 Director or his/her designee shall notify the employee of what the discipline will be. The employee shall have three (3) working days (defined as Monday through Friday) from the date he/she receives this notification to notify the

911 Director of his/her desire to meet to discuss the matter. If the employee makes this request, the 911 Director shall meet with the employee, and such meeting shall occur as soon as is reasonably possible. The union may be present during this meeting. This action does not eliminate the right of the employee to appeal to the Civil Service Commission disciplinary actions involving suspension, demotion or termination.

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 is limited to matters concerning the application, meaning or interpretation of this Agreement, excluding disciplinary actions involving suspension, termination or demotion. Disciplinary actions involving suspension, termination or demotion cannot be grieved, but they can be appealed to the Civil Service Commission.

The selection or the assignment of supervisory employees is the sole responsibility of the 911 Director and shall not be the subject of a grievance. Supervisory employees shall include the employee's immediate 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 considered a grievance nor subject to the grievance procedure.

Section 2. For the purpose of this Article, the written Civil Service Commission regulations shall be considered a part of the Agreement, except where in conflict with the terms thereof.

Section 3. Any grievance submitted under the provisions of this Article may be presented and processed individually by the employee, by the employee and the Union, or by a representative of employee's choice. Where an employee processes a grievance individually, or through a representative other than the Union, the Union shall have the right to be present and/or intervene at any step of the grievance procedure.

Section 4. Any grievance shall designate the specific Article(s) and Section(s) of this Agreement or the written Civil Service Commission regulation(s) upon which the grievance is based together with the reason therefore.

Section 5. The term "days" as used in this Article shall mean Monday through Friday, exclusive of weekends and the Holidays provided for in this contract (except for the floating holiday).

Section 6. The following procedure shall be used in the submission of a grievance, as defined in Section 1 of this article:

Step 1. The aggrieved employee shall present in writing his/her grievance to the

employee's immediate non-bargaining unit supervisor within five (5) working days from the date on which the employee became aware of such grievance. The supervisor shall attempt to adjust the matter and shall respond in writing to the employee presenting the grievance within five (5) working days from its presentation. If the immediate non-bargaining unit supervisor was not involved with the action that was the subject of the grievance, the aggrieved employee or the union may bypass step one and begin with step 2.

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 911 Director or his/her designated representative within five (5) working days from the date any decision was made by the non-bargaining unit supervisor under Step 1. The 911 Director or his/her designated representative shall respond in writing to the employee presenting the grievance within five (5) working days. A copy of the response shall be provided to the Union Steward or Business Agent.

Section 7. 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 8. Failure to respond to a grievance within five (5) working days at Step 1 or Step 2, the discipline shall be nullified and removed from the employee's personnel file.

ARTICLE 12 - COMPLAINT PROCEDURE

Section 1. A "Complaint" as defined in this Agreement means any suggestions or concerns by an employee or his/her Union representative concerning the terms or conditions of his/her employment. A complaint does not include matters of suspensions, demotions or terminations, or grievances as defined in Section 1 of Article 11, Grievance Procedure.

Section 2. The employee or his/her Union representative shall have the right to discuss a complaint with the 911 director, or his/her designee, after having first exhausted all applicable procedures of the department for the processing of complaints (not grievances) without satisfactory resolution. The decision of the 911 Director, or his/her designee, shall be final and shall not be subject to review or appeal by the Civil Service Commission.

ARTICLE 13 - 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. The bargaining unit employees who select the County's medical and dental insurance plans shall share in the cost of the annual premium rates as established by the County, according to the following:

For its Medical plan, Douglas County will pay 93% of the premium for employee-only coverage and 85% of the premiums for both the employee plus one dependent's coverage and the employee plus two or more dependents' coverage.

For its Dental plan, Douglas County will pay 85% of the premium for employee-only coverage and 80% of the premiums for both the employee plus one dependent's coverage and the employee plus two or more dependents' coverage.

Douglas County reserves the right to select the method by which health insurance benefits are provided.

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

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 December 6, 2011:

- 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.

Section 3. Douglas County will furnish at no charge to the employee a $15,000 life insurance policy. The employee at his or her option may purchase at their own cost a maximum of $300,000 of optional life insurance in $10,000 increments and the benefits provided thereby shall be in accordance with the terms and conditions of the current contract of life insurance.

ARTICLE 14 - SICK LEAVE

Section 1. Sick leave shall be earned each month by full-time employees at the rate of 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. It shall be necessary for the employee to 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.

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 911 Director in addition to bringing a certified release from the employee's doctor. Failure to observe this regulation will exempt an employee 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 six (6) months of their probationary period, unless the sick leave request is approved by the 911 Director 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 shall also be entitled to use up to six (6) of their earned sick days per year to care for an immediate family member (parent, step-parent, spouse, children or step-children), who has a non-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 Personnel Policy Manual. These days shall not be used against the employee in disciplinary actions, unless the 911 Director, or his/her designee, determines that they are part of a pattern of sick leave abuse.

Section 5. An employee using sick leave may be asked to provide medical certification if there is an indication of sick leave abuse, however, for sick leave of five (5) or more consecutive working days, the employee must submit to the 911 Director medical certification thereof.

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

Section 7. The employee will be entitled to unlimited accrual of earned unused sick leave, however, only one hundred and eighty (180) days of sick leave will be compensable at the rate of regular pay, payable at times of illness or injury where the employee is unable to work according to terms defining sickness and injury, which are set forth elsewhere in this Contract.

Section 8. Accumulated unused sick leave will be applied to pension benefits at the time of retirement on a one (1) for one (1) basis. Sick leave earned after accumulation of 180 days shall be applied to employee's pension as per the Retirement Policy.

Section 9. 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.

Section 10. If an employee is unable to report because of illness, the employee shall call in and advise the working shift supervisor one and one-half (1 ½) hours in advance of his/her shift. Violation of the one and on-half (1 ½) hour call-in work rule could lead to disciplinary action; either loss of pay for the day in question, and/or one additional days suspension at a later date.

Section 11. A sick leave committee will be formed to make recommendations to management regarding counseling of employees who may be abusing sick leave.

Section 12. When an employee resigns under normal circumstances, sick leave will not be paid for the two week period prior to the last day of employment, unless the employee provides the 911 Director or his/her designee documentation of the illness or injury. An exception to this would be made in cases involving employees injured on duty.

ARTICLE 15 - FUNERAL LEAVE

Section 1. Where there is a death of an employee's mother, father, step-mother, step-father,_spouse, children, step-children, 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, grandparent, grandchild, 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 household of the employee, the employee may utilize up to one (l) 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.

When extenuating circumstances are involved, the Director or his/her designee may grant vacation leave or compensatory leave to extend funeral leave. Employees working "A" Shift, (the hours between 2300 – 0700) will be allowed to choose the funeral leave date immediately before or after the memorial service.

ARTICLE 16 - 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 rights, powers and authority of the County and the 911 Director 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 17 - MANAGEMENT RIGHT OF CONTRACTING AND SUB-CONTRACTING

Section 1. The Union 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 Union, 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 County agrees to notify the Union as early as possible in advance of the same in order to provide the Union with an opportunity to discuss with the County and 911 Director its necessity and effect on bargaining unit employees.

ARTICLE 18 - HOURS WORKED AND OVERTIME

Section 1. The 911 Director has the responsibility to set department hours of work, including shift starting and ending times, length of meal and rest breaks, and multiple shift requirements.

Section 2.

(a) Communication Department Employees classified as non-exempt will be compensated at time and one-half for hours worked in excess of 40 hours in one workweek and all hours worked in excess of eight hours in one workday. Douglas County shall establish the beginning and ending of the 40-hour workweek in accordance with FLSA regulations.

(b) Communication Department Employees assigned to a shift will be given a paid one-half hour meal break for their scheduled 8 hours of work. In the event that staffing levels or public safety call loads effect their opportunity to take a meal than the missed one-half hour lunch period will be paid as overtime. Employees will be allowed to take limited breaks during the shift.

(c) Hours of work as used in this Section shall be defined as actual hours worked. Vacations, Holidays and Jury duty will be constituted as hours worked. Sick Leave, Compensatory Time and Funeral Leave are not constituted as hours worked and are excluded from computation for purposes of determining overtime.

Section 3. The 911 Director will designate the hours of shifts and determine the number of employees by classification required for each shift by publishing a departmental order on the first regularly scheduled working day in December of each year. The 911 Director will submit this departmental order to the designated Local 571 representative for review and coordination at least two weeks prior to publishing.

Based on the staffing levels designated in this order, the employees will be given the opportunity to bid their desired shift. The employees will be required to submit their bids in writing to the Communications

Department Operations Manager within ten (10) days of the order, designating their desired shift assignments. The Operations Manager will then assign personnel to their shifts based on seniority and bid preference. The shift assignments will then be submitted to the 911 Director for review and approval. The results of the shift bid will be published for personnel review on December 15, reflecting any changes in shifts effective beginning on the first day of the pay period that includes March 1 of each year.

(a) In the event that a vacancy occurs on a particular shift at anytime after the yearly shift assignments are made, the Operations Manager can declare an opening on the designated shift and a bid will take place. All interested employees will have seven calendar days to respond to the bid.

(b) In the event no one bids on an opening, the Operations Manager will assign an employee to the shift based on County Seniority in inverse order. The effected employee must be given at least ten (10) calendar days notification (waived if employee agrees) prior to the effective date of change.

Section 4.

(a) For employees assigned to shifts, the Communications Department utilizes a card system to determine the work schedule and days off of the employees. The system is designed to rotate days off among employees assigned to a shift, allowing employees to have occasional weekends off. To ensure this rotation, the system causes a four-day workweek about every eight weeks. When an employee is scheduled for a short workweek the employee has the option to 1) take the day off in a leave without pay status, 2) work, 3) utilize accrued comp time, or 4) utilize a vacation day.

(b) For payroll and scheduling purposes, the employee will make every effort to notify the supervisor of his/her intentions for the short workweek at least five workdays in advance.

(c) The respective shift supervisor has the responsibility to assign employees to a card. If staffing levels change throughout the course of a year the supervisor can re-assign an employee to a different card providing the employee is given ten (10) calendar days (waived if employee agrees) notice of the schedule change. An employee who has had a card reassignment shall not have another involuntary card reassignment until all employees have had their cards reassigned. Card reassignments shall be done on a fair and equitable basis.

Section 5. If an employee is required to work overtime, over one (1) hour after his/her regular shift, he/she will receive a minimum of two (2) hours pay unless he/she has been notified at least one (1) hour in advance.

Section 6. The 911 Director shall not force an employee to work for more than three and one-half (3 ½) hours beyond his/her regularly scheduled shift.

Section 7. An employee who has worked more than four (4) hours beyond his/her regular scheduled shift shall receive a one-half (½) hour paid lunch period.

Section 8. No employee shall be allowed to work more than fourteen (14) consecutive hours in a twenty-four (24) hour period. An employee may choose to work sixteen (16) hours in a 24 hour period with a minimum break of eight (8) hours. No employee may work more than 24 hours of overtime in a workweek. The 911 Director or Operations Manager can make exceptions in emergency situations where replacement manpower is not available.

Section 9. When staffing level goes below the minimum established by the 911 Director, and the Shift Supervisor identifies the requirement for overtime it will be offered to employees in the following manner:

(1) A vacancy will be first offered to a person from the same classification and shift in which the vacancy occurs. In the event that a vacancy cannot be filled from the same classification and shift, the opportunity for the overtime will then defer to all personnel in the same classification. Hours will not be offered to personnel on annual leave unless they have a letter on file at the supervisor's position. In order to ensure equity, the order in which overtime will be offered will be based on last worked, last called. Supervisors will be required to check the T&A book to verify overtime last worked, which shall include any and all overtime worked in excess of two (2) hours. Supervisors will be required to maintain documentation as to the order of when and how the overtime was offered, as well as the individual's answer.

(2) When a supervisor is unable to fill a vacancy from the same classification the request procedure will be the same for the next higher classification used to fill the vacancy. Overtime will be first offered in eight-hour shifts. After everyone has been offered the eight-hour shift then attempts will be made to fill the vacancy in six-hour, four-hour blocks.

(3) After all full time employees have been afforded the opportunity for overtime then it can be offered to part-time or temporary employees.

(4) If no employee accepts the overtime, the supervisor has the option to force an employee in the classification that the vacancy exists to work three and one-half (3 ½) hours past his or her assigned shift. The supervisor will be required to keep a log for forcing purposes. If forcing is required it will be done on a rotational basis, based on any time the employee was last in a paid overtime status in excess of two (2) hours. If an employee who is required to be forced refuses to stay the action may be treated as insubordination.

Section 10. Non-exempt employees shall have the option of accruing compensatory leave at the rate of one and one-half (1½) times the actual number of hours worked in lieu of the payment of overtime. Employees in non-exempt positions covered by this contract may accrue a maximum of 240 hours of compensatory time. The compensatory time off shall be taken at a time mutually agreed upon by the employee and his/her supervisor. Compensatory time may be paid in eight (8) hour increments to the employee in cash at any time, however, if the employee has designated a date on which they will take their compensatory time, and that date is approved by the 911 Director or his/her designee, then that person cannot cancel that compensatory time and pay the employee in cash, unless it is done more than thirty (30) days from the date the employee has scheduled to take the time off. The only exception to this will be for emergency circumstances. Once the employee has elected to be paid for those additional hours worked by compensatory time, he/she may not elect to change their option and be paid cash. It is understood that the usage of compensatory time is to be requested in the same manner and fashion as vacation leave, and may be denied as any other vacation leave. Any such denial of compensatory time

shall be made for business reasons and the 911 Director or his/her designee shall not unreasonably deny the employee's request to use compensatory time.

ARTICLE 19
MINIMUM TIME PAY ALLOWANCES AND SHIFT DIFFERENTIAL

Section 1. Where a full-time employee reports for scheduled work and there is no work available, he/she shall 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 (to include 'remote log-in' for employees in the Communications Systems Administrator classification) 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) 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), whichever is greater. Where an employee is called to the Communications Center during his/her off-duty time for a disciplinary hearing, such employee shall be paid for actual time at the hearing at the rate of one and one-half time (1 ½).

Section 3. Employees who work a full shift which begins during the premium pay period of 3:00 p.m. to 11:00 p.m. shall receive a shift differential of fifty cents ($.50). Employees who work a full shift which begins during the premium pay period of 11:00 p.m. to 7:00 a.m. shall receive a shift differential of sixty cents ($.60). However, an employee who works part of the shift during any premium pay period shall receive the shift differential only for those hours worked during the premium pay period.

Section 4. Employees shall be provided a minimum of one (1) week advance notice when there is a change in the hours of their regularly scheduled duty shift. The notice is effective when made one (1) week prior to the commencement of the newly scheduled duty shift except in the case of emergency. In that event, the terms of Section 2 of this Article shall not apply.

Section 5. Beginning January 1, 2016, employees in the Communications Systems Administrator classification, who are required to be on 'on call' for duty (standby) beyond their normal work hours, and which includes carrying a cell phone or pager on his/her person, will receive one (1) hour of pay at their regular rate of pay for each day they are required to be on call (standby). Accrual of on call (standby) hours will not be considered as 'hours worked' and are therefore, excluded from computation for purposes of determining overtime.

ARTICLE 20
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 911 Director, or his/her designee, shall notify the union of any potential changes to job descriptions and shall discuss, but shall not be required to negotiate, those potential changes with the union 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 union prior to the job description changes being implemented.

Section 2. The 911 Director or his/her designee may detail an employee to perform duties in a classification 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. The 911 Director 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 in writing by the 911 Director or his/her designee to perform such detail assignment.

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 911 Director 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 his/her regular salary immediately prior to such assignment, commencing on the first day of being detailed to said position.

Section 5. The 911 Director shall maintain an accurate listing of all employees working a detail assignment and/or temporary transfer within a different classification. The union business agent and stewards will have access to such records upon request.

Section 6. At the end of a detail assignment, the employee may return to his/her previous position and previous shift without loss of any seniority and to the pay step they would have been at but for the detail assignment.

Section 7. 911 operators who perform the duties of a Certified Training Officer (CTO) shall receive the following training pay for each hour that they are performing CTO duties beginning January 1, 2014:

- Per cumulative 24-month period, 1 through 299 full hours of CTO training: $2.00 per hour.

- Per cumulative 24-month period, all full hours exceeding 299 hours: $2.25 per hour.

Section 8. In the absence of a Supervisor and a Specialist for any shift, an employee shall be designated by management to cover the shift. That employee shall receive the Specialist classification pay for that shift.

ARTICLE 21
MISCELLANEOUS PROVISIONS

Section 1. All Douglas County 911 Communication 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 the above, except in emergency situations.

Section 2. The 911 Director will provide bulletin boards in all offices and satellites covered by this agreement sufficient to post non-controversial notices of union meetings, elections, social and recreational affairs, and notices of other union activities. Any material posted on the bulletin boards shall be identified by authentication and authorized by an officer of the Union.

Section 3. With the exception of processing grievance matters and negotiating contracts, the Union 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. Further, bargaining unit representatives are required to provide reasonable advanced notice to their supervisors regarding their need to attend scheduled union negotiations with the County. It is further agreed that this provision shall be limited to periods of regular pay. The County is under no obligation to pay shop stewards for time spent in grievance meetings when they are not scheduled to work. The County will allow Union representatives to enter County property to conduct

Union business. However, the County reserves 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 Union agrees to provide written notification to the County and the 911 Director within seven (7) working days following election or selection of union representatives, stewards and other union officials to enforce the contract.

The Union agrees to provide written notification (email is acceptable) to the County and the 911 Director as to the identity of the union representatives, stewards and other union officials who are elected or selected to enforce the contract on behalf of the union. Said notification shall occur no later than seven (7) days after those representatives, stewards and other union officials begin their official duties.

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 that 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, he/she may exercise the use of vacation or comp time for hours not worked.

Section 8. Prior to accepting any outside employment said employment must be approved by the 911 director. Employees are required to re-verify outside employment on an annual basis, by submitting a letter during annual shift bids.

ARTICLE 22
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 may 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 911 Director and the Union. Consequently, a Labor Management Committee may be established as follows:

A. The County and the Union 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 Union shall be represented by not more than three (3) members, one of whom will act as co-chairperson. The Union representatives shall be selected by the Union's Business Representative or his/her designee. The County shall be represented by not more than three (3) members, one of whom will act as the other co-chairperson. The County's representatives shall be selected by the 911 Director 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.

H. Any policy or practice agreed upon shall be implemented by a formal Letter of Understanding, provided it does not conflict with the terms of this Agreement.

Section 2. The County and the Union may establish a joint study 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, exclusive of matters pertaining to wages, hours and working conditions.

ARTICLE 23
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 Standards Act. The 911 Director shall pay any registration fees for any such conferences and seminars.

ARTICLE 24
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 change in Civil Service regulations that purports to adversely affect this Union shall not in any manner alter, amend or change the terms of this Agreement. Upon termination of this Agreement, any such change would be the subject of negotiation with the Union.

ARTICLE 25 - WAGES

Section 1. Wages. The following are the wage scales for the contract term:.

Employees being promoted within the 911 department to a classification covered by this contract that has a higher pay scale will receive an increase by moving to the next highest step that results in at least a $1.00/hour increase.

The following pay scales are effective January 1, 2016, and reflect a two and a half percent (+2.5 %) increase to the previous (2015) scales:

Communications System Administrator (OCC 0234):

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
29.57	31.33	33.20	35.18	37.28	39.50	41.86	44.35

Communications Specialist (OCC 0479):

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
21.53	22.99	24.15	25.67	27.17	28.69	30.20	31.72

Coordinator Administration & Training (OCC 0482):

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
23.74	25.37	26.65	28.30	29.99	31.65	33.35	34.97

Office & Accreditation Manager (OCC 0487):

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
25.95	27.78	29.15	30.94	32.78	34.60	36.44	38.24

911 Technician (OCC 0488):

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
18.36	19.28	19.98	20.88	21.77	22.72	23.61	24.54

Communications Dispatcher (OCC 0506):

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
20.39	21.42	22.18	23.20	24.19	25.22	26.25	27.23

911 Operator (OCC 0528):

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
18.36	19.28	19.98	20.88	21.77	22.72	23.61	24.54

The following pay scales are effective January 1, 2017, and reflect a two and a half percent (+2.5 %) increase to the previous (2016) scales.

A 'Step 9' for all classifications covered by this contract is created and effective starting in 2017. In order for a member to progress to 'Step 9' on January 1, 2017, the member must be positioned on 'Step 8' and achieve(ed) a minimum of 12 full months of service within the same classification upon 'Step 8' on or before December 31, 2016. Depending on the date in which the member achieved or will achieve a minimum of 12 full months of service upon 'Step 8' will determine when the member progresses to 'Step 9' during 2017.

Members progressing to 'Step 9' on a date that is not their regular classification date will not have their regular classification date 'reset' (employees will keep their 'regular' classification date).

All other step progression by employees during 2017 will occur upon the member achieving his/her regular classification date anniversary.

Communications System Administrator (OCC 0234):

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
30.31	32.11	34.03	36.06	38.21	40.49	42.91	45.46	47.28

Communications Specialist (OCC 0479):

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
22.07	23.56	24.75	26.31	27.85	29.41	30.96	32.51	33.81

Coordinator Administration & Training (OCC 0482):

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
24.33	26.00	27.32	29.01	30.74	32.44	34.18	35.84	37.27

Office & Accreditation Manager (OCC 0487):

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
26.60	28.47	29.88	31.71	33.60	35.47	37.35	39.20	40.77

911 Technician (OCC 0488):

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
18.82	19.76	20.48	21.40	22.31	23.29	24.20	25.15	26.16

Communications Dispatcher (OCC 0506):

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
20.90	21.96	22.73	23.78	24.79	25.85	26.91	27.91	29.03

911 Operator (OCC 0528):

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
18.82	19.76	20.48	21.40	22.31	23.29	24.20	25.15	26.16

The following pay scales are effective January 1, 2018, and reflect a two and a half percent (+2.5 %) increase to the previous (2017) scales:

Communications System Administrator (OCC 0234):

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
31.07	32.91	34.88	36.96	39.17	41.50	43.98	46.60	48.46

Communications Specialist (OCC 0479):

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
22.62	24.15	25.37	26.97	28.55	30.15	31.73	33.32	34.66

Coordinator Administration & Training (OCC 0482):

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
24.94	26.65	28.00	29.74	31.51	33.25	35.03	36.74	38.20

Office & Accreditation Manager (OCC 0487):

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
27.27	29.18	30.63	32.50	34.44	36.36	38.28	40.18	41.79

911 Technician (OCC 0488):

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
19.29	20.25	20.99	21.94	22.87	23.87	24.81	25.78	26.81

Communications Dispatcher (OCC 0506):

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
21.42	22.51	23.30	24.37	25.41	26.50	27.58	28.61	29.76

911 Operator (OCC 0528):

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
19.29	20.25	20.99	21.94	22.87	23.87	24.81	25.78	26.81

Section 2. Longevity Pay. Bargaining unit members employed as of the execution date of this contract shall receive longevity pay based on their years of continuous service with the County in accordance with the chart below. Members of this bargaining unit hired after March 25, 2014, shall not earn longevity pay.

Longevity Pay:

6-9 years	$371
10-12 years	$618
13-14 years	$685
15-19 years	$943
20 years and over	$1,292.00

ARTICLE 26
UNIFORM ALLOWANCE

Section 1. Any employee who is required to wear a uniform, per this Article, and who damages any item of such uniform during the course of his/her official duties shall have such item replaced by the 911 Director at no cost to the employee upon surrendering such damaged item to the 911 Director or his/her designee. The County will pay for the purchase of employee uniform items as follows:

1. Upon a new hire's completion of his/her probationary period, an employee will be given one hundred and seventy-five dollars ($175.00) to purchase his/her required uniform. This sum will be payable to the employee in the first pay period following the employee's completion date of probation or as soon as is feasible following his/her probationary period as determined by the 911 Director.

2. For each year after hire, an employee will be given ($175.00) annually, payable in the first pay period of the month of May of each year to purchase replacement uniforms.

Section 2. The 911 Director will determine the specifications, code and policy for all required uniforms and clothing worn by employees in the 911 Communications Department. All Union employees who are required by the 911 Director to wear a uniform in the course of their official duties are required to maintain such uniforms in good, working condition.

ARTICLE 27
EDUCATIONAL REIMBURSEMENT

Section 1. Effective upon ratification of the Agreement, all full-time, non-probationary employees shall be eligible for education reimbursement as follows: for cost of tuition, books and fees the County will pay up to seven hundred dollars ($700) per budget fiscal year, 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 Director or his/her designee reserves the right not to recognize any hours, subject to the grievance procedure.

Prior to enrolling in a course, employees will submit a request using the form provided under '*Appendix A*', to the 911 Director or individual designated by the 911 Director to handle reimbursement requests. The employee will then be given notice as to whether the course has been pre-approved for reimbursement, subject to completion and grade attainment requirements.

Section 2. After completion of the course, the employee must provide the Human Resources Department and the 911 Director or individual designated by the 911 Director, with proof that they have successfully

completed (as defined in Section 1) the course before reimbursement if paid. The employee must provide receipts, class schedule and student grade report in order to receive reimbursement.

Section 3. Tuition Reimbursement is available for:

- Courses that are directly related to the employee's current job and would improve their skills on the job; or,

- 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.

Section 4. 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/or 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/or 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 employment voluntarily resigns his/or 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 5. All courses must be taken during other than the employee's regular work hours unless vacation or compensatory time is granted pursuant to the provisions of this contract that relate to those paid leaves.

ARTICLE 28
DURATION OF AGREEMENT

Section 1. This Agreement between Local 571 of International Union of Operating Engineers and Douglas County, Nebraska shall be in effect for a three-year period, commencing on January 1, 2016, and terminating on December 31, 2018. The provisions contained in this Agreement constitute the entire Agreement between the parties and no verbal statements shall supersede any of those provisions.

No reopeners are permitted unless it is agreed to in writing by all parties to this Agreement. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. It is further understood and agreed to that Local 571 International Union of Operating Engineers will have their demands for the contract period beginning January 1, 2019, presented to the Douglas County Board of Commissioners by October 1, 2018. Negotiations for the contract period beginning January 1, 2019, will begin no later than October 1, 2018.

Section 2. The terms and conditions of this Agreement shall remain in full force and effect until such time as the next Agreement is approved and executed by both parties. Unless specifically stated in this Agreement, all provisions of this Agreement shall be effective upon the date this Agreement is signed by the parties.

International Union of Operating Engineers,
Local 571

By: _____

_____

_____

DATE: _____

Douglas County, Nebraska

By: _____
County Board Chair

Approved as to Form:

By: _____
Deputy County Attorney

APPENDIX "A"

TUITION REIMBURSEMENT REQUEST FORM

This request form must be completed and submitted prior to enrolling in a particular course. Please submit 1 completed form per requested course.

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

I understand that the conditions of receiving tuition reimbursement are pursuant to Article 27 of the collective bargaining agreement (CBA) between Douglas County and IUOE 571-911 Communications. I further understand that if repayment is required, I agree and consent to the appropriate tuition reimbursement total amount being deducted from my last paycheck if I cease to be employed with the County for any reason within one year of completing the course.

If I am still employed with the County after one year from completing the course, I agree and consent that the appropriate tuition reimbursement amount be deducted from my last paycheck in an amount consistent with the repayment terms of the CBA. I acknowledge that pursuant to Neb. Rev. Stat. §48-1230 (1), the County may deduct amounts from an employee's wages by written agreement. I hereby agree to such a deduction as provided herein.

In executing this Tuition Reimbursement Request Form, I warrant that I have completely read, fully understood, and voluntarily accept all of its terms:

Employee Signature	Date	Supervisor Signature	Date