

AGREEMENT
BETWEEN
THE COUNTY OF SALINE, NEBRASKA
AND
GENERAL DRIVERS & HELPERS UNION
LOCAL #554
(January 1, 2019 – December 31, 2020)

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PREAMBLE

This Agreement, by and between the County of Saline, Nebraska (hereinafter referred to as the "Employer"), and the General Drivers & Helpers Union, Local #554 (hereinafter referred to as the "Union"), is for the purpose of setting forth the agreement between the parties concerning wages, hours and working conditions for employees of the Roads Department as described below, establishing a mutually agreeable means of resolving grievances without work stoppages and lockouts, and achieving the highest level of employee performance consistent with safety, good health and sustained effort.

ARTICLE 1 UNION RECOGNITION

Section 1. Scope of Unit. The County recognizes the Union as the exclusive collective bargaining representative with respect to wages, hours and working conditions for regular full-time employees of the Roads Department ("Department"), but specifically excluding the Highway Superintendent, Assistant Highway Superintendent, Bridge Foreman, Mechanic, office clericals, supervisors, confidential employees, temporary (seasonal) employees, guards and part-time employees.

Section 2. Exclusion of Supervisors. The term "supervisory" means any individual having authority, in the interest of the Employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. The Employer and the Union are in agreement that employees employed as Supervisors shall be excluded from the bargaining unit.

Section 3. Exclusion of Confidential Employees. The term "confidential employee" means any individual who in the regular course of his duties works with, has access to, or possesses information relating to the Department's labor relations matters. The Employer and the Union are in agreement that employees employed in confidential positions shall be excluded from the bargaining unit.

Section 4. Exclusion of Temporary (Seasonal) Employees. The term "temporary employee" (to include the term "seasonal") means any individual hired for a period of time not to exceed six (6) months. The Employer and the Union are in agreement that employees employed in temporary (seasonal) positions shall be excluded from the bargaining unit.

Section 5. Exclusion of Part-Time Employees. The term "part-time employee" means any individual who works in a position which normally required less than forty

(40) hours of work per week. The Employer and the Union are in agreement that employees employed as part-time employees shall be excluded from the bargaining unit.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1. Reservation of Management Rights. All Management rights, functions, responsibilities and authority not specifically limited by the express terms of this Agreement are retained by the Employer and remain exclusively within the rights of the Employer and nothing contained herein shall be construed or interpreted to restrict, limit or impair the rights, powers and authority of the Employer heretofore possessed and hereinafter granted by virtue of law, regulations or resolutions.

Section 2. Inherent Management Rights. The Union acknowledges the concept of "inherent management rights" and agrees that this concept shall be made fully applicable to the terms of the Agreement with respect to the utilization of the grievance procedure of this Agreement and with respect to any exercise of this Article.

Section 3. Listing of Management Rights. In addition to all powers, duties, and rights of the Employer established by constitutional provision, statute, ordinance, charter, or special act, the Union recognizes the powers, duties, and rights which belong solely, exclusively, and without limitation to the Employer:

- a) The right to determine, effectuate and implement the objectives and goals of the Department.
- b) The right to manage and supervise all operations and functions of the Department.
- c) The right to determine services to be provided, including the right to establish, allocate, schedule, assign, modify, change, subcontract and discontinue Department operations, work shifts and working hours.
- d) The right to establish, modify, change and discontinue work standards.
- e) The right to direct and arrange working forces including the right to hire, examine, classify, promote, train, transfer, assign, and retain employees; maintain discipline and control and use of Department property; suspend, demote, discharge or take other disciplinary action against employees for just cause; and to relieve employees from duty due to lack of work, lack of funds, a decision to subcontract or discontinue Department operations or other legitimate reasons.

- f) The right to increase, reduce, change, modify and alter the size and composition of the work force.
- g) The right to determine, establish, set and implement management organization policies of the Department for the selection, training, transfer and reorganization of employees.
- h) The right to create, establish, change, modify, subcontract and discontinue any Department function, operation, and department.
- i) The right to establish, implement, modify and change financial policies, budget control policies, accounting procedures, prices of goods or services, public relations and procedures and policies for the safety, health and protection of Department property and personnel.
- j) The right to adopt, modify, change, enforce or discontinue any existing work rules, regulations, procedures, policies and other terms and conditions of employment of the Department which are not in conflict with this Agreement or state statute.
- k) The right to determine and enforce employee work abilities and quality and quantity standards.
- l) The right to establish the location of offices, including the establishment of new offices and the relocation and closing of old offices.
- m) The right to maintain order and efficiency.

The listing of the foregoing rights, powers and authority are not in any way intended to be exclusive, but are merely intended to illustrate the rights retained by the Employer.

ARTICLE 3 UNION BUSINESS

Section 1. Negotiations. Union officials, not exceeding two (2) in number, may be granted leave from duty without pay for conventions, educational conferences or conducting of Union business, when it has been determined by the Employer that such absences will not hinder the effective operation of the Department.

ARTICLE 4 PROHIBITION OF STRIKES

Section 1. General Prohibition. The Union acknowledges that Section 48-821 of the Statutes of the State of Nebraska prohibits strikes. The Union agrees to abide by the laws of the State of Nebraska and to continue to protect the citizens of this community at all times including during periods of labor disputes.

Section 2. Union Obligations. If a strike, slowdown or work stoppage occurs involving bargaining unit members which in any way hinders, delays, limits or suspends the continuity or efficiency of any service of the Department, the Highway Superintendent shall promptly notify the Union representative as designated in this Agreement. Upon receipt of such notification, the Union agrees to notify all employees engaged in such prohibited activity by certified mail and whatever additional means are appropriate that such actions are in violation of state law and this Agreement and to urge such employees to cease such activity. The Union also agrees to use its best efforts to ensure that any employees involved in such prohibited activity cease such prohibited activity as soon as possible.

ARTICLE 5 Check-Off of Dues

Section 1. Dues Check Off - The County shall, in accordance with the provisions of this Article, deduct certified regular monthly union dues from the pay of each employee, 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 cancelled or revoked by the Teamsters Union 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 fourteen (14) days from the pay date of such payroll deductions, remit to the Treasurer of the Union the amounts thereof showing the names of the contributing 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 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 to the Union directly, it shall be the responsibility of the employee to collect such duplicate payment from the Union.

Section 7. The Union shall provide the County written notice of any certified change in the amount of monthly union dues.

ARTICLE 6 EQUAL OPPORTUNITY POLICY STATEMENT

Saline County endorses the philosophy of equal opportunity and treatment that does not discriminate among applicants or employees on the basis of race, color, religion, sex, national origin, political affiliation, marital status, age or disability. Applicants or employees capable of performing the essential functions of the job may not be discriminated against because of a physical or mental disability.

ARTICLE 7 HARASSMENT IN EMPLOYMENT

A. Policy

It is the policy of Saline County to provide a businesslike work environment free from all forms of employee discrimination including incidents of sexual harassment. No employee or member of the public shall be subjected to unsolicited and unwelcome sexual materials, overtures, or conduct, either verbal, written, or physical. Severe penalties including discharge will be imposed against those individuals who participate in incidents of sexual harassment.

B. Definition

Sexual harassment is the deliberate or repeated behavior of a sexual nature by one individual to another that is not welcomed, unasked for or rebuked by the other employee. The behavior can be verbal, nonverbal or physical in nature. Examples of sexual harassment could include, but are not limited to, the following:

1. Sexual comments of a provocative or suggestive nature
2. Jokes or innuendoes of a sexual nature
3. Suggestive or demeaning looks or leering
4. Creating an intimidating, hostile or offensive working environment

5. Making acceptance of unwelcome sexual conduct or advances or requests for sexual favors
6. Physical contact such as patting, pinching, hugging or brushing up against another body
7. Materials or photographs of a sexual nature in the workplace

Conduct of this type is improper if:

1. Submission to the conduct is either an explicit or in-explicit term or condition of employment.
2. Submission to or rejection of the conduct is used as a basis for employment decisions affecting the person involved.
3. The conduct has the purpose or effect of substantially interfering with an individual's work performance or environment.

C. Reporting Procedure

Should an instance of unlawful or sexual harassment occur, both the employee and County play a role in correcting the harassment.

An employee is responsible for pointing out the harassment. Any employee who believes he/she is being harassed is encouraged to:

1. Point out the offensive behavior to the person responsible for the behavior; and
2. Request that the offensive behavior stop.

Any employee who is not comfortable approaching the person responsible for the offensive behavior, or whose request to stop was unsuccessful, should notify any or all of the following:

1. The employee's immediate supervisor
2. The supervisor of the person responsible for the offensive behavior
3. The Highway Superintendent

Any employee, who believes he/she is being harassed by the Highway Superintendent, should notify a member of the County Board or the County Attorney.

No employee will be retaliated against for complaining of harassment.

Saline County is responsible for promptly correcting any harassment. When one of the supervisory individuals mentioned above is notified or becomes aware of possible harassment, he/she shall promptly investigate the situation. Corrective action shall promptly be taken whenever:

1. Any harassment or inappropriate behavior has occurred; or
2. A supervisor has tolerated the harassment or inappropriate behavior.

D. Investigation Procedure

A supervisory official as designated in Section C, in conjunction with the County Attorney, will ensure that a thorough investigation is carried out that respects the rights and dignity of all individuals concerned. The investigation will be conducted quickly, thoroughly and confidentially, and every effort shall be made to protect the rights of the accuser, as well as the accused. The following procedures will be followed in the investigation of a complaint of harassment:

1. If at all possible, the investigation shall begin the day the conduct is reported or discovered.
2. The employee will be encouraged to put the complaint in writing.
3. The supervisory official and the County Attorney will interview the complainant in a private area. The interview will be thoroughly documented and reviewed for accuracy with the complainant at the end of the interview.
4. The supervisory official and the County Attorney will interview the alleged harasser in a private area. The interview will be thoroughly documented and reviewed for accuracy with the alleged harasser at the end of the interview.
5. The supervisory official and the County Attorney will interview witnesses and others with relevant information in a private area. The interview will be thoroughly documented and reviewed for accuracy with the witnesses or other individuals interviewed.
6. Upon completion of a thorough investigation, the investigators will determine whether the complaint is substantiated or unsubstantiated.
 - a. **Substantiated Complaint:** If it is determined that there is evidence to substantiate the complaint, disciplinary action will be taken. The disciplinary action taken will depend upon the severity of the harassment, however the disciplinary procedure outlined in this manual will be followed in all cases. A record of disciplinary action taken will become a part of the harasser's personnel file. Once

disciplinary action is taken, supervisory personnel will ensure its effectiveness by continuing to monitor the situation.

- b. Unsubstantiated or Inconclusive Complaint: If it is determined that the complaint is unsubstantiated or if investigators are unable to conclude whether sexual harassment did or did not occur, both the complainant and the alleged harasser will be informed of the findings. The County's policy against harassment will continue to be enforced and the complainant will be encouraged to come forward again if he/she perceives harassment.
7. Whether substantiated or unsubstantiated, the investigators will meet with both the complainant and alleged harasser to notify them of the results of the investigation and any disciplinary measures that will be taken.
8. An investigation report will be prepared summarizing interviews, conclusions and discipline taken, if any. This report, along with notes, written complaints, statements and copies of relative documents will be maintained in a separate, confidential file by the Highway Superintendent.

ARTICLE 8 SAFETY POLICY

A. PREFICE

Safety is important to the county and to all employees. It is the County's intent to provide a safe workplace for an employee's protection. Accidents cost the county money through property loss, lost time from work and increased insurance costs. All employees are expected to participate in safety programs and meetings, promote safety awareness, bring forth safety suggestions, wear protective equipment as provided and follow safety rules. Safe work practices protect employees, their families, fellow employees and the county.

Each employee will be evaluated on safety activities, which will be recorded in their performance review. Failure to follow safety rules or using poor safety judgment can result in disciplinary action, up to and including termination of employment.

B. FOOTWARE ALLOWANCE

The County shall, in accordance with the provisions of this Article, provide on an annual basis adequate, safety footwear suitable for most workdays by which foot and toe safety is a manufactured element of the shoe or boot, and by which the

Highway Superintendent with cooperation and consultation with representative(s) of the bargaining group, so approve the varied options and selected purchase location each year for inclusion in the approved list of available choices. It is agreed this amount so agreed will not exceed \$175.00 of County funded dollars. Purchase or order amounts in excess of \$175.00 will be the responsibility of the member who has selected the footwear.

ARTICLE 9 DRUG-FREE WORKPLACE POLICY

A. PREFACE

We all must recognize that drug use and abuse negatively affects the County of Saline, the employee, job performance and co-workers. In this regard, The County of Saline has adopted a Drug-Free workplace policy effective May 18, 1993. While we hope that this policy protects and benefits the County of Saline, we hope even more that it protects and benefits the employee and co-workers and creates a safe and efficient work environment.

For the purposes of clarification, alcohol is considered a drug under this policy.

B. IMPAIRMENT PROHIBITED:

No employee shall report for work, or work impaired by any substance that is legal or illegal. "Impaired" means under the influence of a substance such that the employee's motor senses (i.e., sight, hearing, balance, reaction and reflex) or judgment either are or may be reasonably presumed to be affected.

C. POSSESSION PROHIBITED:

No employee at any work site will possess any quantity of any substance, legal or illegal, which in sufficient quantity could cause impaired performance, except for authorized substances. "Work site" means any office, building, or property (Including parking lots) owned or operated by the County of Saline or any other site at which an employee performs work for the County of Saline. "Possess" means to have a drug or drugs either in or on an employee's person, personal effects, motor vehicle, tools, and areas entrusted to the employee such as desks, files and Saline County's vehicles. The above provision is exempt from storing or holding a controlled substance due to the operation of law.

D. INSPECTIONS:

An employee's person, work area, desk, files, Saline County's motor vehicle, and similar areas are subject to inspection for drugs at any time on a random or any

other nondiscriminatory basis for purpose of complying with this policy. Similarly, an employee's own car, lunch box, personal containers, etc. may be inspected for drugs when brought onto any work site.

E. HELP AND MEDICAL TREATMENT:

- I. The County of Saline believes that drug use and abuse is an illness requiring medical treatment. In this regard, the County of Saline will:
 - a. Encourage affected individuals to voluntarily seek medical help.
 - b. Assist supervisors in dealing with associated problems related to the employees work performance. Discourage supervisors, fellow employees, and possibly family members from "covering up" for the affected individual.
2. If the employee seeks help prior to the discovery of drug use and abuse, then confidentiality, job security and promotional opportunities of the employee will be protected; if the employee does not seek help for drug abuse, and the problem comes to the attention of the County of Saline, then the employee will be subject to disciplinary action.
3. The County of Saline may refer an employee to a drug use and abuse-counseling agency for help because of deteriorating job performance or excessive absenteeism of the employee associated with use and abuse of drugs.

F. ELIGIBILITY FOR BENEFITS:

Since misuse of drugs is a treatable illness, and employee participating in the County of Saline medical insurance program may be eligible for insurance benefits if the same is allowed by the insurance policy schedule.

G. EFFECT ON SALINE COUNTY'S RULES:

It is emphasized that recognizing drug use and abuse as an illness does not detract from Saline County's rules and regulations in respect to intoxication on the job, or having drugs on Saline County property, which will continue to be enforced unless management approves otherwise.

H. DISCIPLINE:

Any violation of this policy may result in summary discipline for the employee, up to and including discharge.

ARTICLE 10 INTRODUCTORY PERIOD

The introductory period is used by the Highway Superintendent to observe the employee's ability to satisfactorily perform assigned duties and responsibilities. During the introductory period, the employee is expected to demonstrate the necessary skills and abilities to perform the duties for which he/she is employed. The Highway Superintendent, when assessing the employee's performance and suitability for continued employment, will pay particular attention to punctuality, attendance, willingness to work with others, and positive response to supervision. Successful completion of an introductory period does not imply guaranteed continued employment with the county.

- A. New Hire (including re-hire). All new full-time employees shall be required to serve an introductory period of six (6) calendar months from date of hire and shall be so notified. An employee shall be removed from original status on the day following the end of the introductory period, unless notified of extension or termination by the Highway Superintendent.
All new part-time employees shall be required to serve an introductory period of six (6) calendar months from the date of hire and shall be notified. An employee shall be removed from original status on the day following the end of the introductory period, unless notified of extension or termination by the Highway Superintendent.
- B. Introductory Period for Promotions. All employees who are promoted shall be required to serve an introductory period of ninety (90) days in the new job classification before being confirmed in the new appointment.
- C. Transfer During Introductory Period. An employee who is transferred (promotion, demotion, lateral move or move to a lower position) within a department while serving an introductory period may have his/her introductory period extended, at the discretion of the Highway Superintendent.
- D. Extension of Introductory Period. The Highway Superintendent may extend the introductory period of an employee for reasons of performance, or transfer for a period not to exceed a total of one (1) year from the date of hire or rehire or transfer. The employee shall be notified in writing of the extension.

The notification of extension shall include the specific period of extension. In cases of extension for performance reasons, the employee shall be provided specific performance improvement requirements.

Notification of extension must be accomplished before the expiration of the introductory period and shall NOT be backdated once the introductory period has ended.

- E. Completion of Introductory Period. Completion of the introductory period in no way implies neither a contract of continued employment with the county nor does it create a property interest in employment with the county. The employee and employer relationship is for the mutual benefit of both parties and either party may sever the relationship at their will at any time.
- F. Transfer Introductory Periods. In the case of personnel actions (lateral move, or move to a lower position), employees MAY be required by the elected or appointed official to serve an introductory period. The length of the introductory period is at the Highway Superintendent's discretion, but shall not exceed six (6) calendar months beginning on the date of the transfer.

If an employee cannot or does not perform satisfactorily in the position to which he/she is transferred, the Highway Superintendent may transfer the employee to another position of either the same salary grade or a lower salary grade. If no other position is available for transfer, the Highway Superintendent may reassign the duties of the employee, reclassify the employees to a classification of a lower salary grade, or terminate the employee.

ARTICLE 11 PERSONNEL

- A. **FULL TIME EMPLOYEE:** An employee who is hired to work a minimum of 40 hours per week, 52 weeks per year or the equivalent and is entitled to all employee benefits.
- B. **PART TIME EMPLOYEE AND TEMPORARY EMPLOYEE:** an employee hired on a part time or temporary basis and whose hourly rate of pay and term of employment is determined by the Highway Superintendent. There shall be four (4) classes of part time employees.
 - 1. Class A part time employee shall be those employees who work at least 50 hours per pay period but less than 80 hours per pay period. These employees shall be identified as regular part time employees. Their holiday pay and vacation shall be prorated to the amount of hours per pay period normally worked.
 - 2. Class B part time employee shall be an employee who works 40 hours or more per pay period but less than 50 hours per pay period on a regular basis. The part time employee may from time to time work in excess of 50 hours per pay period but will be considered as a Class B part time employee

until said employee works as a regular part time employee a minimum of 50 hours per pay period. Said Class B part time employee shall have their holiday pay and vacation time prorated to the amount of hours per pay period normally worked.

3. Class C part time employees shall be those employees who work less than 40 hours per pay period on an occasional basis. Class C employees are not entitled to holiday pay or vacation time.
4. Class D employees shall be identified as seasonal and/or temporary employees and will be hired on a temporary/seasonal basis only. Class D employees are not entitled to holiday pay or vacation time.

Part time Class A, B, C & D employees should reference the appropriate sections in this handbook for possible retirement, insurance and sick leave benefits.

Sample pro-rating of holiday pay and vacation time for Class A and Class part-time employees:

50 hours worked per period times 26 weeks = 1300 hours per year
1300 hours divided by 2080 hours per year = .625% part-time hours per year

10 days vacation times 8 hours per day times .625% = 50 hours allowed vacation time for a part-time 25 hour per week employee

12 days holiday time times 8 hours per day times .625%=60 hours of holiday pay

12.5 days holiday time times 8 hours per day times .625% = 62.5 hours of holiday time

ARTICLE 12 HOURS OF WORK

Regular hours of work each day shall be consecutive (except interruption for lunch periods) and shall consist of 40 hours to be worked normally in 5 consecutive 8 hour days. The workweek will commence at 12:01 a.m. on Saturday and end at 12:00 midnight on Friday. All employees shall be scheduled to work on a regular work shift, as designated by the Highway Superintendent, and each shift will have a regular starting and quitting time.

It is the policy of the County to keep accurate records regarding time worked (including overtime hours where applicable) and work attendance for non-exempt employees so that they may be compensated in compliance with Federal, State, and local guidelines concerning wages and compensation. Each employee is expected to record their own time on a County approved time sheet. You must record your time

before beginning work, at the beginning of your lunch period, upon returning from lunch and after finishing work. The County will round your time to the nearest 10th of an hour. It is the responsibility of each employee to see that their time sheet is completed accurately and to verify such accuracy, by their signature, prior to their time sheet being remitted for such pay period.

Road and bridge employees may have a summer work schedule which may vary from the regular hours described above.

Each pay period shall consist of two weeks. Time sheets are due in the county clerk's office by 9:00 a.m. the Monday following end of pay period. Employees will be paid every other Friday for hours worked in the previous two week period.

An employee will be granted a fifteen (15) minute rest period, restricted to the job site, during the approximate middle of each one-half (½) shift; provided, however, that the needs of the public are met.

Employees shall be given a reasonable notice of shift changes and starting times except in case of emergency to include but are not limited to snow, flood, tornado, wind damage, etc.

An employee called into work for an extra shift shall be entitled to a minimum of four (4) hours show up pay or the actual hours worked, whichever is greater.

Effective upon signing of this agreement by the parties, in any week in which paid holidays fall, the guaranteed workweek shall be reduced by eight (8), resulting in a 32 hour workweek [ten (10), resulting in a 30 hour workweek for summer work schedule] hours for each such holiday when such holidays fall within the scheduled workweek. All hours worked in excess of the hours in the workweek so reduced shall be paid at the rate of one and one-half (1½) times the regular rate, provided the holiday falls within the scheduled workweek.

The gravel truck driver overtime work on Fridays for the period of May through September shall be assigned to the qualified employee who signs up by April 1 based on seniority.

ARTICLE 13 COMPENSATION

A. OVERTIME

Employees that are deemed not exempt under the Fair Labor Standards Act (FLSA) and who work in excess of forty (40) hours per week, shall receive overtime

pay or compensatory time at a rate of time and one-half (1½) for all hours worked over forty (40).

For the purpose of computing overtime, the work week will commence at 12:01 a.m. Saturday and end at 12:00 midnight on Friday. Days off, such as vacation, sick leave, and holidays, shall not be included in the accumulation of hours worked.

Adjustments may be made to an employee's hours in an effort to maintain the hours worked by an employee at or below forty (40) in a week. Such adjustments must be made prior to the time an employee works forty (40) hours in a week. Once an employee has worked over forty (40) hours, payment for time in excess of forty (40) hours must be at time and one-half (1½) or given in compensatory time at time and one-half (1½). The Highway Superintendent and the employee shall agree to the method in which payment is to be made prior to working the overtime hours.

B. REGULATIONS

1. Authorization to work overtime shall be obtained from the employee's immediate supervisor prior to working overtime hours.
2. Failure to obtain authorization before working overtime may subject the employee to disciplinary action.
3. Employees working more than forty (40) hours per week must be credited overtime during the week in which it was earned and paid during the same pay period, if possible, or no later than the subsequent pay period; except in cases where compensatory time has been previously agreed upon in lieu of overtime payment.

C. COMPENSATORY TIME

Upon proper authorization, up to 116 hours of compensatory time may be accumulated by an employee. Time accumulated over the above noted amounts shall be paid at time and one-half rate. Payment of overtime shall be paid at the employee's current hourly rate. The county will allow the employee reasonable use of compensatory time. All unused compensatory time remaining when the employee leaves the employment of the county shall be paid at the employee's current hourly rate, or at the average rate for the final three years of employment, whichever is greater.

ARTICLE 14 WORKERS' COMPENSATION BENEFITS

Employees may receive worker's compensation benefits if injured on the job, or if they contract an employment-related disease. Worker's compensation benefits shall not be received if the employee was willfully negligent at the time of injury or under the influence of drugs or alcohol.

Employees shall report all such incidents or work related injuries to their supervisor **immediately upon notice of injury**, or as soon as practicable after the appearing thereof, according to Nebraska laws in order to obtain proper medical treatment and to complete the required forms. Eligibility for worker's compensation benefits is determined on the basis of an accurate report of the incident as well as the time frame in which it is reported.

The county clerk's office shall be notified as soon as possible of the injury and the date of the injury. A report showing the date of the incident, how it happened, name of doctor, names of witnesses and other information should be filed with the elected official. The county will pay his/her salary the first week while the employee is out of work due to the injury. The purpose of the salary payment will be to eliminate the employee from having to use sick leave. However, in the event workmen's compensation pays for that week then the employee shall reimburse the county for the amount paid by workmen's compensation. Payment shall be made to the county at the time employee receives payment from workman's compensation.

An employee may utilize earned sick leave to the extent that, when added to the compensation payable under workmen's compensation, it would equal the employee's regular rate of pay, but shall not exceed said employee's regular rate of pay at the time of injury.

An employee who is determined to be disabled and unable to work due to a work related injury would be compensated at an amount determined by the worker's compensation laws in effect at the time of injury or disability. Medical expenses incurred in the treatment of an injury or illness determined to be work related will be paid upon receipt of documented medical statements supporting the claim.

Among other benefits available under worker's compensation are rehabilitation, total and partial disability allowances and death benefits.

Employees with further questions may contact the NIRMA Office at 1-800-642-6671.

ARTICLE 15 RETIREMENT BENEFITS

1. Mandatory membership- Regular, full-time employees who work one half or more of the regularly scheduled work hours during each pay period must enroll in the Nebraska County Employees' Retirement System (which includes full and part-time class A & B employees.)

2. Voluntary Membership- Part-time employees (except Planning and Zoning Board members, Extension Board members, and Mental Health Board members) may elect voluntary membership if they work less than one-half of the regularly scheduled work hours during each pay period and attained the age of 20. Participation is also voluntary for permanent, full-time employees who work on a seasonal basis (includes class C & D employees).

3. Temporary Employees- Temporary employees are not permitted to join the NE County Retirement System (anyone not considered permanent full-time or part-time).

Once membership is elected, you are subject to all provisions of the plan and may not withdraw or cancel participation until employment ceases.

4. Vesting Credit- Prior Nebraska governmental plan participation may qualify as credit toward membership eligibility and vesting credit. If at the time you are hired by the county in which you have prior Nebraska governmental plan participation, that participation may be counted toward the five years required to vest in the county plan. However, to qualify you must complete an "Eligibility and Vesting Credit Application" **within 30 days** from your date of hire by the county. Please see your County Clerk or call the retirement office for the necessary form

Exceptions- the following employees do not participate in the county plan:

- a. Persons eligible for membership in the Nebraska School Employees' or Nebraska State Employees' Retirement Systems;

5. Contributions- As a member, you will contribute 4.5% of your gross earnings to an account established by you.

The county will match your contributions at the rate of 150%, which is credited to a separate employer account.

6. Investment Options- Retirement laws permit you a choice of investment options. Please refer to your County Retirement Investment Brochure for complete investment details.

7. Death Benefits- Refer to the current retirement handbook for death before retirement and death after retirement options.

8. Beneficiary Designation- updating your beneficiary designation will ensure that benefits are paid promptly and properly. You should review your choice of beneficiaries frequently, but especially when:

- You retire;
- You or one of your beneficiaries marries or is divorced;
- One of your beneficiaries dies;
- One of your beneficiaries changes his or her name;
- You have a child.

9. Retirement Eligibility- you are eligible for retirement benefits on or after your 55th birthday, provided you are no longer working for the county.

10. Vesting- At age 55 you are "vested," which means you are eligible for the county matching account, regardless of how long you have been a member of the plan.

11. Benefits Determination- Determination of benefits is explained in the Retirement handbook.

12. Termination- If you quit working for the county before you are eligible to retire (retirement eligibility begins at 55), the options available are explained in detail in the retirement handbook.

Contact the County Clerk's Office for any forms you may need.

Contact the County Clerk's Office immediately, if you plan to terminate your employment or retire, for current information and procedure.

ARTICLE 16 LEAVES OF ABSENCE

The county may grant an employee the following leaves of absence. Each request for a leave of absence will be considered individually. The Highway Superintendent shall take into account the nature of the request and how such a request would affect the department. The Highway Superintendent in charge must approve any request for a leave of absence. No leave of absence may extend beyond one year.

A. UNPAID LEAVE OF ABSENCE

Employees must utilize all available paid leave time (sick leave, vacation, personal and compensatory time) prior to requesting an unpaid leave of absence. All benefits, including seniority, shall cease or be pro-rated, whichever is appropriate, during an unpaid leave. Arrangements may be made to continue insurance benefits on a limited basis by paying them in advance.

The County will attempt to hold open the position of an employee on an approved unpaid leave of absence, but it retains the right to fill the position should it become necessary. In that case, the employee on leave will be notified and offered the opportunity to return early. If he/she is unable to return, the County will attempt to secure a suitable position for the employee when he/she is available to return to work. Each request for leave must include the date the employee will return to work. Failure to report on the designated date without approval will be grounds for dismissal.

B. SICK LEAVE

1. PURPOSE

The purpose of sick leave is to provide a benefit to those eligible County employees who are unable to attend work due to illness, injury or temporary disabilities of themselves or their immediate families.

2. ACCRUAL AND ACCUMULATIONS

Full-time employees shall accrue sick pay benefits at a rate of 8.00 hours for each 208 hours worked, not including overtime hours.

Regular part-time employees under Class A and B (part-time employees) shall accrue sick pay benefits at a rate of 8.00 hours for each two hundred eight (208) hours worked, not including overtime hours.

Other employees under Class C & D (part-time employees) shall not accrue sick leave.

C. BALANCING OF SICK LEAVE

The sick leave account of each employee shall be balanced to a maximum of six hundred and forty (640) working hours on December 31 of each year. Sick leave may be accumulated in excess of six hundred and forty (640) hours during a year, but the excess shall be forfeited when balanced.

D. CONDITIONS FOR USING SICK LEAVE

1. When an employee is unable to report to work because of sickness, injury or temporary disability. Pregnancy, post-natal recovery and miscarriage shall be considered temporary disabilities.
2. When an employee needs to utilize earned sick leave for treatment for drug or alcohol addiction, injury, pregnancy or sickness, which renders an employee incapable of performing his/her required job duties.
3. When an employee's presence at work jeopardizes the health of others by exposing them to a contagious disease.
4. An employee may take sick leave if a member of his/her immediate family is sick or injured or needs to obtain medical, surgical, dental or optical examinations or treatments. For purpose of this section immediate family member shall mean spouse, child or parent. At the Highway Superintendent's discretion, the definition of immediate family may be broadened (guardian, foster parent, step children, etc). Employees may use vacation time for care of family members when their presence is helpful, but not essential, if approved by the Highway Superintendent.

E. REQUEST FOR SICK LEAVE

Sick leave shall be requested in advance when possible. In the case of illness, injury, emergency or any other absence not approved in advance, the employee shall inform the Highway Superintendent of the circumstances as soon as possible.

1. FOR SICK LEAVE APPROVAL, EMPLOYEES MUST DIRECTLY CONTACT THE HIGHWAY SUPERINTENDENT. An employee may be required by the Highway Superintendent to submit substantiating evidence when the reason for leave request is for medical, surgical, dental or optical examination or treatment.
2. Employees on sick leave for three (3) consecutive days shall be required to submit a physician's certificate, unless waived by the Highway Superintendent. The employee shall pay the cost of the appointment. For a lesser period of absence, the Highway Superintendent may, at his/her discretion, require evidence of illness from a physician or other reason as defined in this section.
 - a. Sick leave shall not be used as vacation leave, however, upon written request, vacation pay may be used to compensate during illness when all sick leave has been exhausted.

- b. Holidays that occur during the period an employee takes sick leave, will not be counted as sick leave and time will not be deducted from employee's sick leave.
- c. Sick leave shall be denied when the Highway Superintendent has facts showing that the employee is abusing sick leave.

F. SICK LEAVE UPON SEPARATION

Upon retirement or voluntary termination, sick leave which has accumulated up to a maximum of 640 hours for forty (40) hour a week employees may be converted to regular vacation time for pay purposes using the exchange rate of four (4) hours of sick leave for one (1) hour of vacation to be paid at the current hourly rate, provided the employee has been employed by the County for the last five (5) consecutive years.

G. CATASTROPHIC ILLNESS LEAVE DONATION

An employee requesting Catastrophic Illness Leave Donation should contact the Highway Superintendent to request information regarding this type of leave. Catastrophic leave will be available only to employees who have exhausted their own paid leave through bona fide serious illness or accident.

Catastrophic illness leave eligibility requires that the employee have an illness or condition that meets the following criteria:

1. Has an illness or injury resulting in a prolonged absence of at least one continuous month during the past six months, or anticipates a prolonged absence of at least one continuous month,
2. Produces satisfactory medical verification,
3. Has one year of county service,
4. Has exhausted all earned leave time.

To ensure consistency with the Saline County System in determining whether the illness or condition warrants the use of the Catastrophic Illness Leave Donation Program, the Family Medical Leave Act guidelines, excluding normal pregnancy, birth of a child and/or adoption or foster care, will be followed which include, but are not limited to the following:

1. Inpatient care and subsequent treatment in connection with such care;
2. Continuing treatment by a health care provider, which includes a period of incapacity and any subsequent treatment or period of incapacity relating to the same condition.

Employees making donations must complete and sign a Donation Form for Catastrophic Illness Leave and send the form to the Saline County Clerk. Donated leave will be converted to a dollar value and then converted to hours based on the recipient's hourly rate of pay.

Once a request has been made by an employee for the Catastrophic Illness Leave Donation Program, all county employees will be notified of the request at the time of receiving their next pay check.

Employees may not donate any more than twenty-four (24) hours of their accumulated sick leave within one year.

H. VACATION LEAVE

Regular, full-time employees and part-time Class A & B employees shall earn vacation leave from their starting date but cannot take vacation leave until completion of their introductory period unless otherwise approved by the Highway Superintendent.

Part-time Class A & B employees earn vacation leave in proportion to the time that they work.

Employees shall be credited with vacation leave on a pay period basis at the rate of one-twenty-sixth (1/26th) of the total vacation allotted for the year. For the first pay period of employment, a prorated vacation credit will be calculated. Vacation leave may not be taken in less than one (1) hour increments. All requests for Vacation Leave require the prior approval of the Highway Superintendent.

Regular, full-time employees shall earn Vacation leave with continuous and uninterrupted employment in accordance with the schedule as set forth:

Year 1 – 40 hours	Year 9 – 112 hours
Year 2 – 80 hours	Year 10 – 120 hours
Year 3 – 80 hours	Year 11 – 128 hours
Year 4 – 80 hours	Year 12 – 136 hours
Year 5 – 80 hours	Year 13 – 144 hours
Year 6 – 88 hours	Year 14 – 152 hours
Year 7 – 96 hours	Year 15+ – 160 hours
Year 8 – 104 hours	

In order to encourage the use of vacation time, employees may only carry over from one year to the next a maximum of one-hundred and twenty (120) hours of vacation. If the maximum is reached, there will be no additional accruals of vacation until the employee's balance drops below the maximum.

No vacation may be taken until it has been earned. The Highway Superintendent must approve advanced scheduling of vacation time.

Vacations shall be scheduled with the approval of the Highway Superintendent. Requests for vacation leave must be submitted to and approved by the Highway Superintendent.

Holidays occurring during an employee's vacation leave do not count as vacation time; such time is not deducted from the employee's vacation record.

Any employee who voluntarily or involuntarily terminates his or her employment will receive a lump sum payment for their unused accumulated vacation leave prorated to their date of termination. This shall include employees who voluntarily or involuntarily terminate employment during the first year of employment.

I. BEREAVEMENT LEAVE

Bereavement leave of twenty-four (24) working hours' maximum with pay will be granted to an employee, by their supervisor, in the case of death in the immediate family for care and bereavement, which may include making arrangements required and/or attending the funeral of the employee's or spouse's immediate family member. "Immediate family" in this case means wife, husband, parents, children, grandparents, grandchildren, brothers, sisters or persons bearing the same relationship to the spouse. The definition of "immediate family" may be broadened (guardian, foster parent, step children, etc.) with the understanding and approval of the Highway Superintendent.

To attend funerals of persons not in the immediate family, vacation time, compensatory time or leave without pay shall be allowed, not to exceed a reasonable length of time.

J. MATERNITY LEAVE

An employee may request maternity leave because of the birth of a child of the employee or because of the adoption or foster care child with the employee. SEE FAMILY MEDICAL LEAVE POLICY FOR PROCEDURES. At the discretion of the Highway Superintendent, the employee may use any sick and vacation leave accumulated prior to the maternity leave under the Family and Medical Leave Policy. An employee will not accumulate any additional sick leave or vacation leave while on leave without pay.

K. DISABILITY LEAVE

Employees may be granted an unpaid leave of absence of up to 12 weeks. SEE FAMILY MEDICAL LEAVE POLICY for purpose, eligibility, provisions, reasons for leave, notice of leave, application for leave, medical certification of leave, benefit coverage during leave, restoration to employment, return from leave and failure to return from leave policies.

L. OTHER PAID LEAVES:

1. MILITARY LEAVE

- a. The Highway Superintendent shall provide an employee with military leave with pay pursuant to the provisions of Section 55-160, and Section 55-161 for a maximum of 120 hours each calendar year for employees who normally work or are normally scheduled to work 120 hours or more in three consecutive weeks. Employees who normally work or are normally scheduled to work less than 120 hours in three consecutive weeks shall receive a military leave of absence each calendar year equal to the number of hours they normally work or would normally be scheduled to work, whichever is greater, in three consecutive weeks. Military leave with pay shall be in addition to any other paid leave to which an employee is entitled.
- b. Any employee ordered to active service of the State when the Governor declares that a state of emergency exists pursuant to the provisions of Section 55-160 shall be entitled to a military leave of absence until such employee is released from active service by competent authority. During a state of emergency leave of absence, the employee shall receive such portion of his or her regular rate of pay as will equal the loss he or she may suffer while in the active service of the State.

2. JURY DUTY

- a. When an employee is served with a notice to serve as a juror and does so serve, he or she will be excused with pay while actually on order of the court, and may also retain fees paid him or her as a juror. The employee should notify the Highway Superintendent as soon as notice is received of the dates required for jury duty.

3. WITNESS LEAVE

- a. When an employee is required by the Highway Superintendent or is subpoenaed to testify in connection with his or her official duties in a matter pending before a court or other administrative tribunal, such time shall be considered hours of work and the employee shall receive expenses for travel and subsistence from the county. Any witness fee received by the employee shall be paid to the county.
- b. Employee's involvement in court as a witness in a personal matter, or as a plaintiff/petitioner or as a defendant/respondent shall be granted leave. The employee may elect to have such time charged to vacation leave or may have a leave of absence without pay.
- c. Any employee attending Court as a party (plaintiff/petitioner or defendant/respondent) to a Court case in a personal matter may elect to have such time charged to vacation leave or may have a leave of absence without pay.

ARTICLE 17 HOLIDAYS

Regular, full-time employees are authorized to receive the following 8-hour days as holidays:

New Year's Day	January 1
Martin Luther King Jr. Day	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Arbor Day	Last Friday in April
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veterans Day	November 11
Thanksgiving Day	4 th Thursday in November and the following Friday
Christmas Eve Day	December 24 (employee will receive 4 hours of holiday pay if Christmas Eve falls on a normal workday, since the Courthouse will close at noon)
Christmas Day	December 25

When a holiday falls on Saturday, the preceding Friday is observed as the paid holiday. If a holiday falls on a Sunday, the following Monday will be a paid holiday.

In order to receive pay for an observed holiday, an employee must not have been absent without pay on the workday immediately preceding or immediately following the holiday unless excused by the Highway Superintendent. If an employee is absent from work the day immediately preceding or following an observed holiday, on an authorized vacation, sick or funeral leave, he/she is entitled to holiday pay. If an eligible employee is required to work on a holiday, he/she will receive one and one-half (1½) time his/her straight-time rate of pay for all hours actually worked on that day, in addition to eight (8) hours of pay at his/her straight-time rate of pay.

Part-time employees, as herein referred, shall be paid a percentage of holiday pay that corresponds to their percentage of working hours on an annual basis. Class A employees shall have a percentage based on regular 25 hours or more but less than 40 hours per week. Class B employees shall have a percentage based on 20 or more but less than 25 hours per week. Class C & D employees shall receive no holiday benefits.

ARTICLE 18 GENERAL PERSONNEL POLICIES

A. PERFORMANCE EVALUATIONS

An employee shall receive a written evaluation after completing an introductory period and annually thereafter. The evaluation shall include:

1. The quality of work performed as compared to other similar workers.
2. The quantity of work, where applicable; and
3. General employment record of absenteeism, etc.

Performance reports shall be completed on official county evaluation forms approved by the board.

After completion of the evaluation, the report will be discussed with the employee, who shall have the right to add their comments. The signing of the performance evaluation by the employee does not signify the employee's agreement with the content, but only that they have seen the performance evaluation, that it has been discussed with the employee, and that the employee has been given an opportunity to comment. The evaluator should sign and date the performance evaluation. If the employee refuses to sign, the Highway Superintendent and witness

shall document the employee's refusal on the employee's performance evaluation form.

Each employee shall receive a copy of his or her performance evaluation and a copy of each performance evaluation shall be included in the employee's personnel file.

B. CONFLICTS OF INTEREST / CODE OF ETHICS

An employee shall not have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity or incur any obligation of any nature, which is in conflict with the proper discharge of their duties in the public interest.

1. An employee is prohibited from using or attempting to use their official position to secure unwarranted privileges or exemptions for themselves or others.
2. Employees shall not give the impression that any person can improperly influence them in the performance of their official duties, or that the kinship, rank, position or influence of any party or person improperly affects them.
3. Employees shall not accept gifts of value or loans from persons doing business with the county which are intended to or which appear to influence the official relationship between the donor and recipient.
4. Employees shall not use public office for private gain.
5. Employees shall protect and preserve county property and shall not use it for other than authorized activities.
6. Employees are expected to disclose waste, fraud and corruption to appropriate authorities.
7. Employees shall adhere to all laws and regulations that mandate equal opportunity and treatment regardless of race, color, religion, sex, national origin, age, disability or marital status.

C. OUTSIDE EMPLOYMENT

Employees may be entitled to engage in outside employment, with the prior approval of the Highway Superintendent, provided that the duties of the outside employment do not constitute a conflict of interest nor conflict with an employee's job performance with the County. Prior to engaging in outside employment, an employee must submit a request to the Highway Superintendent outlining the place of employment, the duties required, and the hours of work.

D. POLITICAL ACTIVITY

No employee shall use his/her official authority or influence to further the cause of any political party, or candidate for nomination or election to public office. In addition, no employee shall use his/her job to distribute or receive political favors.

If an employee wishes to take part in political activities (other than voting) during normal scheduled work hours; he/she must use vacation leave or leave without pay to cover his period of absence.

All employees have the right of protection from political coercion of any type from any person. Employees may not be interrupted during duty hours by political activities.

All employees have the right to vote as they choose and to express their opinions on political subjects and candidates.

E. PERSONNEL RECORDS

The county is responsible for maintaining a personnel file for each employee. These files are confidential and are available only to the employee to whom they pertain, to the Highway Superintendent and to the authorized personnel officer.

An employee's personnel file contains important information pertaining to employment history including but not limited to job classification(s), employee benefits, performance evaluation reports, salary and leave history.

Personnel records are the property of the county and any person including the person about whom the record is concerned can take no information from the personnel records. Such conduct could result in severe disciplinary or corrective action up to and including termination. Employees shall make an appointment to review their personnel file and are allowed to make copies at their expense.

Documentation (including performance reports) which reflects unfavorably on an employee or former employee shall not be placed in their personnel file without their knowledge. The employee, prior to it being submitted to his/her personnel file, shall sign any such documentation. If the employee refuses to sign the documentation, the Highway Superintendent shall so note on the report and shall then submit it to the employee's personnel file.

Personnel records will be kept in part by the County Clerk (benefits, salary, etc.) and the Highway Superintendent who hired the employee (performance evaluations, job classification, leave history, etc.)

F. NEPOTISM

It is the policy of Saline County to hire the most qualified applicants available for the job openings. Hiring of relatives is at the discretion of each elected or appointed official as outlined in Neb. Rev. Stat. 49-1499.04. This statute specifically states that "an official or employee of a political subdivision may employ or recommend or supervise the employment of an immediate family member if (a) he or she does not abuse his or her official position as described in Section 49-1499.05, (b) he or she makes a full disclosure on the record to the governing body of the political subdivision and a written disclosure to the person in charge of keeping records for the governing body, and (c) the governing body of the political subdivision approves the employment or supervisory position. No official or employee shall employ an immediate family member (a) without first having made a reasonable public solicitation and consideration of applications for such employment, (b) who is not qualified for and able to perform the duties of the position, (c) for any unreasonably high salary, or (d) who is not required to perform the duties of the position."

G. PROMOTIONS AND TRANSFERS

1. For the purpose of this Article, promotion shall be defined as the advancement of an employee from one position classification to another in a higher salary grade. If an employee is assigned to fill a job, then he will receive the pay for such job, if higher than his rate. If he is assigned to fill a job at a lower rate, his rate of pay shall apply. However, if an employee bids a job having a lower rate of pay than his present rate knowing that it is lower, and he is awarded the job, then he shall accept the lower rate of pay.
2. When the Employer determines that a vacancy exists, notice of said vacancy shall be posted at all Saline County Shops for a period of not less than seven (7) calendar days; describing the position, salary range, minimum qualifications required and final date on which applications will be accepted.
3. Position vacancies shall be filled on the basis of the most qualified applicant, either by transfer or promotion; however, where qualifications are not significantly different, the position shall be granted to the most senior employee applying.
4. Promoted and transferred employees shall serve a ninety (90) day trial period as described in Article 9.
5. The transferred or promoted employee shall receive the salary stipulated in the attached schedule for the classification into which he has been promoted or transferred.

H. RESIGNATION / EXIT INTERVIEWS

Upon the decision of an employee to resign, a written resignation should be submitted to the Highway Superintendent stating the reason for resigning and the termination date. The County encourages all employees to submit this written notice at least fourteen (14) calendar days in advance of the final work day in order to provide the employer with adequate time to fill the position. All compensation and fringe benefits accrued up to the resignation date will be paid to the employee as outlined in this Agreement.

I. NO SMOKING POLICY

Smoking is not allowed in any buildings, motor vehicles owned by Saline County or on the courthouse and jail premises.

J. LAYOFF AND RECALL

1. Whenever there is a reduction in work force, layoffs shall be made on the basis of seniority in classification provided that employees retained are qualified to perform the work.
2. Employees subject to layoff shall be given written notice by registered mail at least ten (10) days prior to the effective date of same. Such notice shall be mailed to their last known address as shown on the Employer's 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(s) did not have reasonable opportunity to have received the written notice.
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 employee's acceptance of layoff.
4. No regular employee shall be laid off from his job while there are probationary employees working in his department in the same or lower classification grade for which such affected employee meets the minimum employment qualifications.
5. In the event an employee is laid off in his classification by virtue of the provisions of Section 1, and is qualified to perform in a lower classification in his department, he shall be permitted to take such lower classification at that classification's rate of pay. The rate of pay shall be that which most nearly approximates his former rate of pay provided, however, the actual rate of pay does not exceed the maximum rate of pay of the lower classification. In the event an employee is laid off by

virtue of this section, such an employee shall have the right to exercise classification seniority as outlined in Section 1.

6. The names of regular employees who have been laid off shall be placed on a layoff list maintained by the department and such employees shall be eligible for reemployment for a period of one (1) year. The Employer 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 Employer to report to work until after two (2) weeks from the date of recall notice. If such employee is not employed elsewhere, he shall be required to report for work at such reasonable time as required by the Employer, giving consideration to all attendance circumstances. The Employer shall provide employees subject to recall with written notice by registered mail to their last known address as shown on the Employer's records, and a copy of same to the Union.
7. 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, provided the employee on layoff is qualified to perform the work.

K. DISCIPLINE

1. Disciplinary actions or measures shall include the following: Verbal counseling, Written reprimand, Suspension with pay, Suspension without pay, and Discharge. The employee may request the presence of a Union representative at any step in the discipline procedure.
2. Disciplinary action may be imposed on an employee only for proper cause. Any disciplinary actions, for employees who have completed their probationary period shall be subject to the grievance procedure.
3. If the Employer has reason to reprimand an employee, it shall be done in a reasonable and professional manner and not before other employees or the public, and within five (5) days of the County having knowledge of the event giving cause for the reprimand. A copy of all written reprimands will be sent to the Union office. Reprimands shall be effective for twelve (12) months from date of issuance and shall have no force or effect for further discipline, nor be the basis of disqualifying an employee from a promotion after this period.

ARTICLE 19 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, or meaning or interpretation of this Agreement.

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 Union, or by a representative of the 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 3. Any grievance shall designate the specific Article(s) and Sections(s) upon which the grievance is based, together with the reason therefore.

Section 4. The term "days" as used in this Article shall mean calendar days except where otherwise specified.

Section 5. The following procedure shall be used in the submission of a grievance, as defined in Section 1 hereof.

Step 1. The aggrieved employee shall first submit the grievance in writing to his immediate non-bargaining unit supervisor or his designated representative within five (5) working days from the date on which the employee becomes aware of such grievance. In the event, the immediate supervisor is unavailable, this time period shall be extended until said immediate supervisor is available to hear said grievance. The non-bargaining unit supervisor shall attempt to adjust the matter and may respond verbally to the party presenting the grievance within five (5) working days from its presentation.

Step 2. If satisfactory settlement is not reached under Step 1, the grievance shall be reduced to writing and presented to the Highway Superintendent, or his designated representative, and the Union Business Representative, within ten (10) days from the date any decision was made or the time the non-bargaining unit supervisor was given under Step 1 in which to adjust the grievance, whichever event occurs first. The Highway Superintendent shall review the alleged grievance and offer his decision within five (5) days after receipt of same.

Step 3. If satisfactory settlement is not reached in Step 2, the Union may, within five (5) days from date of the decision of the Highway

Superintendent's refusal, may appeal to the Hearings Panel. The Hearings Panel shall be a three member panel comprised of one member appointed by the County Board, one member appointed by the Union, and a third member chosen jointly by the County Board appointee and the Union appointee. It shall be the Hearing Panel's responsibility to resolve any dispute or grievance. The decision of the Hearings Panel shall be final and binding.

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 same. If the Highway Superintendent shall fail to process a grievance within the time limitations provided in the Article, the grievance shall be solved based on the employee's requested remedy.

Section 7. Any grievance filed, which resulted from disciplinary action, shall be appealed directly to Step 3 of Section 5 within five (5) days after the employee received notification of the disciplinary action.

ARTICLE 20 TERMS AND DEFINITIONS

ABANDONMENT OF POSITION- any employee who is absent from duty for three (3) consecutive workdays without proper notification to and authorization from the Highway Superintendent, shall be deemed to have resigned.

ANNIVERSARY DATE- the date an employee begins his/her most recent employment with Saline County. An anniversary date will be adjusted to exclude breaks in service such as suspensions and leaves of absences without pay.

APPLICANT- a person who has filed an application for employment with the County.

APPOINTING AUTHORITY- County officials who have the final authority to appoint an individual to a position in the County service.

CHILD- A biological, adopted or foster child, a step child, a legal ward, or a child of a person standing in loco parentis (in place of a parent). The child must be under 18 of age or 18 years of age and older if incapable of self-care because of a mental or physical disability.

COMPENSATORY TIME- time off from regularly scheduled work time in lieu of overtime pay.

COUNTY- Saline County, NE

COUNTY BOARD- Saline County Board of Commissioners

DEMOTION- the movement of an employee from one class to another class with a lower pay grade or lower maximum rate of pay.

DISCIPLINARY ACTION- the action taken to discipline an employee, which may include any action from a verbal admonishment up to and including discharge.

DISMISSAL- the involuntary termination of employment for reasons other than lack of funds or work.

ELECTED OFFICIAL- Assessor, Clerk of the District Court, County Attorney, County Board, County Clerk, Employer, Surveyor and Treasurer.

EMPLOYER- Saline County, Nebraska, acting through its Board, or other persons designed by the Board to act on its behalf.

EXEMPT POSITION- a position which is not required by the Fair Labor Standards Act to be paid overtime for hours worked over the standard work period.

FULL TIME REGULAR EMPLOYEE- An employee who is regularly scheduled to work 40 hours per week or more.

GRIEVANCE- an employee or employee's complaints regarding alleged unjust application of discipline or unfair application, interpretation or violation of the rules and regulations of the County or the department for whom the employee works.

INTRODUCTORY PERIOD- a working test period, during which the employee is required to demonstrate ability and fitness for the position.

LAYOFF- the involuntary separation of an employee because of lack of work, lack of funds, or the abolishment of a position.

LEAVE- an authorized absence from regularly scheduled work hours, which has been approved by proper authority.

NEW POSITION- a position officially added to the department's table of organization that did not previously exist.

NON-EXEMPT POSITION- a position which is eligible, according to the Fair Labor Standards Act, to receive overtime pay for hours worked over the standard work period.

OVERTIME- work performed by eligible employees in excess of 40 hours of work and which the Highway Superintendent has approved.

PARENT- an employee's biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a child. This term does not include parents "in laws."

PART-TIME REGULAR EMPLOYEE- an employee who is regularly or temporally scheduled to work at least 40 hours per pay period and less than 80 hours per pay period and whose hourly rate of pay and term of employment is determined by the Highway Superintendent. There shall be 2 classes: Class A and Class B.

PAY PERIOD- consists of fourteen (14) day period commencing at 12:01 a.m. Saturday and ending at midnight on Friday.

POSITION- a group of duties, tasks or responsibilities assigned by the Highway Superintendent to be performed by an employee.

PROMOTION- the movement of an employee from a position of one class to a position of another class having a higher maximum salary rate.

PUBLIC RECORDS- those records which a governmental unit is required by law to keep or which it is necessary to keep in discharge of duties imposed by law.

REGULAR EMPLOYEE- a person who is hired to work for an indefinite period of time and who has successfully completed his/her introductory period.

SENIORITY- an employee's length of continuous service with Saline County from his/her most recent date of hire.

SEPARATION- the removal of an employee from the payroll for either voluntary or involuntary reasons.

STANDARD WORK WEEK- the normal working days and hours of attendance for an employee with a department. Normally, this is a forty (40) hour workweek, Monday through Friday, 8 hours a day.

SUPERVISOR- an employee having the authority in the interest of the county, to responsibly direct the work efforts of other employees, evaluation of their performance, and recommend actions, such as transfer, promotion, discipline and termination.

VACANCY- a duly created position which is not occupied and for which funds have been provided.

WRITTEN REPRIMAND- a formal written notice to an employee informing him/her of a specific manner in which his/her conduct or work performance does not meet prescribed standards.

ARTICLE 21 USE OF COUNTY VEHICLES

The following rules and regulations govern the general operation of all county vehicles. Each department has specific guidelines for the use of vehicles assigned to that department. Employees shall comply with both the general rules and the departmental rules when operating any County owned vehicles.

1. An employee must have the appropriate valid driver's license for the vehicle or equipment to be operated and must be in compliance with any restrictions listed on the license in order to operate any County vehicle or equipment.
2. An employee, who drives a county vehicle, even on an occasional basis, must notify the Highway Superintendent immediately if their driver's license is suspended or in any other way restricted.
3. County vehicles may not be operated at work or taken home by an employee without prior authorization of the Highway Superintendent.
4. County vehicles shall be used for County business only and not for any personal use or gain.
5. A County vehicle shall not be operated by anyone other than the employee it is assigned to.
6. During the time the vehicle is under the employee's control, it shall be the responsibility of the employee to operate the vehicle safely, comply with all traffic and parking rules and regulations and to secure the vehicle when leaving it unattended.
7. An employee must call for a local law enforcement agency to come to the scene of any work related vehicular accident immediately, even if there is no apparent damage. Every accident shall also be immediately reported to the employee's supervisor.
8. An employee may be held personally responsible for damage to a County vehicle if an investigation discloses negligence, carelessness or misuse.
9. It is the responsibility of the employee to wear seat belts while operating and/or riding in County vehicles.
10. Employees shall not transport non-work related passengers in County vehicles at any time without prior approval from the Highway Superintendent.

11. Employees shall not attempt to make any mechanical repairs to the vehicle unless properly authorized by the Highway Superintendent or unless assigned to such duties.
12. Employees shall immediately report to the Highway Superintendent any hazardous or unsafe condition of the vehicle, which may result in injury to themselves or others.
13. Employees shall keep all county vehicles free of objects that might lodge under the brake pedal or interfere with safe operation of the vehicle.
14. It is the responsibility of the employee operating a County vehicle or equipment to ensure that all supplies, equipment, machines and vehicles being hauled or transported are properly secured to the transporting vehicle or trailer.
15. Any employee shall, not use vehicles or equipment that has been tagged unsafe to use, until such tag has been removed by order of a representative of the department.
- 16.

ARTICLE 22 FAMILY AND MEDICAL LEAVE POLICY

1. **PURPOSE.** The purpose of this policy is to define Saline County's policy and procedure with regard to family and medical leave in accordance with the provisions of the Federal Family and Medical Leave Act (FMLA) of 1993, as amended, and the federal regulations pertaining thereto.
2. **ELIGIBILITY.** Employees who have been employed for at least one (1) year **and** for at least 1,250 hours during the preceding 12-month period, **and** who work in an office or work site which employs 50 or more employees, or there are 50 or more employees within 75 miles of the office or work site, are eligible for family and medical leave.
3. **GENERAL LEAVE PROVISIONS.** Family or medical leave will be unpaid leave. An employee's paid leave time shall run concurrent with FMLA leave. Employees are required to utilize all of their accrued paid leave (sick leave and vacation time) prior to receiving leave without pay. All leave paid or unpaid shall count toward an employee's FMLA period if supported by a qualifying reason. Employees utilizing vacation or sick leave shall adhere to the rules governing such leave as set out in their respective collective bargaining agreement(s) or Personnel Policy Manual. For example, in order to utilize sick leave for a family member with a serious illness, the employee and employer should review the collective bargaining agreement or Personnel Policy Manual which represents the employee, in order to determine how many days of sick leave can be allotted for family illness. Any employee who incurs a

work-related illness or injury, provided it meets the definition of “serious health condition” as described in section 4, and is absent from work as a result will have this time counted against their FMLA leave entitlement.

In those cases in which a husband and wife are both employed by Saline County and both are eligible for family and medical leave, they will be permitted to take only a combined total of 12 weeks of leave during any 12 month period if the leave is taken: (1) for the birth of a son or daughter or to care for the child after birth; (2) for the placement of a son or daughter with the employees for adoption or foster care, or to care for the child after placement; or (3) to care for a parent (but not a parent “in law” with a serious health condition (or 26 weeks of leave to care for a covered service member with a serious injury or illness). If one spouse is ineligible for family and medical leave, the other spouse is entitled to a full 12 weeks of family and medical leave. If the husband and wife both use a portion of the total 12 week family and medical leave entitlement for one of the purposes enumerated above, the husband and wife would each be entitled to the difference between the amount he or she has taken individually and 12 weeks for family and medical leave for a purpose other than those enumerated above. For example, if each spouse took 6 weeks of leave for the birth of a child, each could later use an additional 6 weeks due to a personal illness or to care for a sick child.

In certain cases, with the approval of the Highway Superintendent and with proper medical certification, an employee may be allowed intermittent use of the family or medical leave or a reduced workweek. If approved and the need to use leave is foreseeable and based on pre-planned and/or pre-scheduled medical treatment and/or for other recognized purposes, then the employee is responsible for scheduling these matters in a manner that does not unduly disrupt the County’s operations. In some cases, the County may temporarily transfer an employee using leave intermittently or under a reduced work week to a different job with equivalent pay and benefits if another position would better accommodate the intermittent or reduced schedule.

4. REASONS FOR LEAVE. All employees who meet the applicable time of service and other eligibility requirements set forth in sections 2 and 3 above may be granted a total of twelve (12) work weeks of unpaid family leave and paid sick, vacation, and personal leave combined during any 12 month period. The 12-month period shall be measured starting with the date the employee first uses family and medical leave and will expire 12 months thereafter. The 12 weeks of family and medical leave may be granted for the following reason:
 - a. The birth of the employee's child and in order to care for the child;
 - b. The placement of a child with the employee for adoption or foster care;

- c. To care for a spouse, child or parent who has a serious health condition;
- d. A serious health condition that renders the employee incapable of performing the functions of his/her job; or
- e. Qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or called to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

The entitlement to leave for the birth or placement of a child for adoption or foster care will expire twelve (12) months from the date of the birth or placement.

NOTE: Spouse does not include unmarried domestic partners. Child may include stepchildren, foster children, or certain other children having more than a short-term residence in the employee's home such as legal wards of the employee. Care for mother-in-law or father-in-law is not included. However, parent may include individuals other than natural or adoptive parents who served in a long-term parental role for the employee.

NOTE: "Serious health conditions" are defined as illness, injury, impairment or physical or mental conditions that involve: (1) inpatient care, (2) absence from work, school or other regular daily activities for more than three consecutive calendar days and continuing treatment by a health care provider, or (3) continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days, or prenatal care. Examples of serious health conditions include but are not limited to the following: heart attack, heart by-pass or valve operations and other conditions requiring surgery; most cancers; back conditions requiring extensive therapy or surgery; strokes; severe nervous disorders; severe respiratory conditions; spinal conditions, appendicitis, pneumonia; emphysema; Alzheimer's; severe arthritis; need for prenatal care; severe morning sickness, childbirth; and recovery from childbirth; physical, eye, or dental examinations as a result of a serious health condition; and injuries caused by serious accidents. This does not include voluntary or cosmetic treatments; routine medical appointments; short-term illnesses; flu; the common cold; earaches; upset stomach; and headaches other than migraines; and other such illnesses.

- 5. **MILITARY FAMILY LEAVE.** An eligible employee who is a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness will be granted up to a total of 26 workweeks of unpaid leave during a single 12-month period to care for the service member.

6. NOTICE OF LEAVE. An employee intending to take family or medical leave because an expected birth or placement, or because of a planned medical treatment, must submit an application for leave at least thirty (30) days before the leave is to begin. If leave is to begin within thirty (30) days, or thirty (30) days is not practicable, an employee must give notice to the Highway Superintendent as soon as the necessity for the leave arises. If an employee is unable to notify the employer personally that FMLA is needed, a representative of the employee may do it.
7. APPLICATION FOR LEAVES. All employees requesting leave under this policy must complete the "Application For Family and Medical Leave" available from the County Clerk and return it to the Highway Superintendent. The completed application must state the reason for the leave, the duration of the leave, and the starting and ending dates of the leave.

If the employee does not specifically request FMLA leave, the employer may designate any leave time, paid or unpaid, as FMLA leave based upon the qualifying reason given for the leave. Once the employer has acquired knowledge that leave is being taken for an FMLA-qualifying reason, the employer shall within five business days notify the employee that the leave is designated and will be counted towards the employee's twelve (12) week FMLA period. The employers notice that the leave has been designated as FMLA leave may be made orally or in writing to the employee. If the notice is made orally, the employer shall confirm it in writing, no later than the following payday.

8. MEDICAL CERTIFICATION OF LEAVE. An application for leave based on the serious health condition of the employee or the employee's spouse, child or parent must also be accompanied by a "Medical Certification Statement" as provided by the County to be completed by the applicable health care provider. The certification must state the date on which the serious health condition commenced the probable duration of the condition, and the appropriate medical facts regarding the condition.

If the employee is needed to care for a spouse, child or parent, the certification must so state along with an estimate of the amount of time the employee will be needed to provide such care. If the employee has a serious health condition, the certification must state that the employee cannot perform the essential functions of his or her job.

The County may require a second opinion at a health care provider selected and paid for by the County. If the second opinion differs from the original certification, the County may require a third opinion from a medical provider selected jointly by the County and the employee, again at the County's expense. The results of the third opinion are final.

9. **BENEFITS COVERAGE DURING LEAVE.** During a period of family or medical leave, an employee will be retained on Saline County's group health, dental and life plans under the same conditions that applied before leave commenced. To continue the group dependent coverage, the employee must continue to make any contributions that he/she made to the plans before taking leave as arranged. Failure of the employee to timely pay his/her share of the health insurance premium may result in loss of coverage.

If the employee fails to return to work after the expiration of the leave, the employee will be required to reimburse Saline County for payment of health insurance premiums made by the County during the family or medical leave, unless the reason the employee fails to return is the presence of a serious health condition which prevents the employee from performing his/her essential job functions or due to circumstances beyond the employee's control.

An employee on an unpaid leave is not entitled to the accrual of any seniority or employment benefits that would have accrued if not for taking the leave. An employee who takes family or medical leave will not lose any seniority or employment benefits that accrued before the date of leave began. However, an employee's seniority will be lost relative to the other employees as their seniority accrues.

10. **RESTORATION TO EMPLOYMENT.** An employee eligible for family and medical leave, except for an employee designated as a "highly compensated employee" will be restored to his/her old position or to a position with equivalent pay, benefits, and other terms and conditions of employment. Employees who may be exempted will be informed of this status when they request leave. Saline County cannot guarantee that an employee will be returned to his/her original job. Saline County will make a determination as to whether a position is an "equivalent position."
11. **RETURN FROM LEAVE.** An employee must complete a "Notice of Intention to Return from Family or Medical Leave" before he/she can be returned to active status. If an employee wishes to return to work prior to the expiration of a family or medical leave of absence, notification must be given to the Highway Superintendent at least five (5) working days prior to the employee's planned return.
12. **FAILURE TO RETURN FROM LEAVE.** The failure of an employee to return to work upon the expiration of a family or medical leave of absence will be considered a resignation unless an extension is granted. An employee who requests an extension of family leave or medical leave due to the continuation, recurrence or onset of his/her own serious health condition, or of the serious health condition of the employee's spouse, child or parent, must submit a request for an extension, in writing, to the Highway Superintendent setting forth

the reason(s) for the extension, along with a current "Medical Certification Statement" prepared pursuant to section 7. This written request should be made as soon as the employee realizes that she/he will not be able to return at the expiration of the leave period. Under no circumstance will an extension beyond the 12-week period be authorized pursuant to the Family and Medical Leave Act and Saline County's policy as outlined herein is granted.

Contact the County Clerk's office for the current forms to apply for FMLA.

ARTICLE 23 VIOLENCE IN THE WORKPLACE POLICY AND PROCEDURES

It is the policy of Saline County to provide a safe and healthy working environment for all Saline County employees.

In order to achieve this goal, the tolerance for any negative verbal language exchanged between either an employee and a co-worker or an employee and a private citizen or a private citizen and an employee will not be tolerated.

Any negative verbal act or non-verbal gesture will not be tolerated.

Instances of verbal or non-verbal harassment, sexual or non-sexual, will not be tolerated.

No employee or private citizen will be subjected or exposed to intimidating or hostile conduct at any county workplace. This would include, when during the course of work, a county employee is in a public or private location.

Nor shall employees be exposed to negative language, harassment, threatening or intimidating acts while conducting county business by telephone communications including other electronic means of communication (e.g. FAX and e-mail).

Any employee exposed to any of the above acts shall immediately report such act to the Highway Superintendent, or in the instance where it is the Highway Superintendent who is instigating such action against the employee, the employee shall report the act to the county attorney or a commissioner.

The employee also has the right to report the act to law enforcement or other outside agencies.

When such acts are reported, the county will immediately investigate and take appropriate corrective actions. Any investigation will be confidential and will respect

the rights and dignity of all parties. The investigating team shall consist of at least the following:

1. The County Attorney or an employee delegated by him or her.
2. A law enforcement officer or a deputy delegated by him or her.
3. The Highway Superintendent.
4. One commissioner.

If the County Attorney is the complainant or the accused, an attorney should be retained by the county for the investigation process.

The investigation will be conducted quickly, thoroughly and confidentially. Every aspect shall be made to protect the rights of the accuser as well as those of the accused. The following procedures will be followed in investigating a complaint:

The investigation will begin the day the act is reported, or as soon thereafter as practicable;

The employee will put the complaint in writing;

The complainant will be interviewed, in private, by the investigating team. The interview will be documented and reviewed by the complainant at the end of the interview or as soon as practicable thereafter;

The alleged perpetrator will be interviewed in a private area by the investigating team. The interview will be documented and reviewed by the complainant at the end of the interview or as soon as practicable thereafter;

Witnesses or others with relevant information will be interviewed by the investigating team. The interview will be documented and reviewed by the complainant at the end of the interview or as soon as practicable thereafter.

Upon completion of the investigation, the investigating team will determine if the complaint is substantiated or unsubstantiated.

Substantiated Complaint: Action will be taken as directed by the County Attorney. In the case where the perpetrator is a county employee, disciplinary action in addition to any action recommended by the attorney may be taken;

Unsubstantiated Complaint or Inconclusive Complaint: If it is determined the complaint is unsubstantiated or if the team is unable to conclude if the alleged act did or did not occur, both parties will be informed of the findings;

Whether substantiated or unsubstantiated, the team will meet with both parties and notify them of the results of the investigation and the actions being taken;

An investigation report will be prepared summarizing the interviews, conclusions and action taken, if any. This report with all relevant notes, interviews, statements and copies of relative documents will be maintained in a confidential file in the County Attorney's office. If the County Attorney is either the complainant or the accused, the file will be maintained by the County Clerk or other elected official as determined by the investigating team.

ARTICLE 24 C.I.R. WAIVER

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the General Drivers and Helpers Union Local #554, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between January 1, 2019 through December 31, 20120.

ARTICLE 25 SCOPE OF AGREEMENT

The parties mutually agree that this contract constitutes the entire agreement and understanding concerning all proper subjects of collective bargaining for the duration of the contract between the parties, and supersedes all previous agreements. This contract shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties. There are no oral agreements nor is this Agreement based upon any oral representation covered the subject matter of this Agreement. This Agreement has been executed in accordance with the statutes and laws of the State of Nebraska, and any dispute, disagreement or litigation arising under this Agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska.

ARTICLE 26 SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE 27
DURATION OF AGREEMENT**

This Agreement shall be and shall remain in full force and effect from and after January 1, 2019 until December 31, 2020.

**ARTICLE 28
INSURANCE**

1. The County agrees to pay BCBSN 90% of the entire employee monthly premium for health insurance (employee only coverage). Beginning July 1, 2014 the employee agrees to pay 10% of the entire employee monthly premium for health insurance (employee only coverage). The County agrees to allow the employees to opt out of the Blue Cross-Blue Shield Health Insurance plan upon proof of adequate health insurance coverage from another source. Those employees who choose to opt out of the health insurance plan will be reimbursed by the County at the rate of one-half of the Employer's portion of the total cost of the monthly premium for employee only coverage. The decision to opt out must be made prior to the start of the fiscal year which begins on July 1.
2. The County agrees to pay 44% of the difference between the entire employee premium and the employee and spouse/children or employee and family only premium for all employees who are employed for 20 hours per week or more.
3. The employee agrees to pay the first \$400.00 of the \$2,500.00 deductible under the health insurance (employee only coverage) and the County agrees to pay the remaining \$2,100.00 of the deductible. The employee with employee and spouse/children coverage or employee and family coverage agrees to pay the first \$800.00 of the \$5,000.00 deductible and the County agrees to pay the remaining \$4,200.00 of the deductible.
4. The County provides a \$15,000.00 Life Insurance Policy as part of the BCBSN Plan.
5. The County will continue with the present Dental Plan with Ameritas Insurance Company.
6. The County will pay the entire cost per month per employee for participation in the BCBS 125 Plan.
7. Effective in 2014, the County will begin to phase in elements of a fully developed results-based Wellness Plan. The elements to be implemented are annual Health Risk Assessments, Biometric Screenings and year-long Healthy Living Challenges. These elements are designed to increase awareness and provide incentive regarding health and risk factors that influence future health.

Implementation of more elements of a “biometric screening/results” plan will require future work through the employee Wellness Committee. (See Appendix A – MOU; and the example shown in Appendix D.

8. The County reserves the right to choose the method of providing the health and dental benefits (i.e. self-insured or insurance) and the benefits provided including the deductible and co-payment amounts.

**ARTICLE 29
WAGES**

Section 1. For the contract period (January 1, 2019 - December 31, 2019), all employees shall receive a 3.50% pay raise as set forth below effective January 1, 2019.

Effective January 1, 2019			
Step	Road and Bridge Crew	Gravel Truck Driver	Road and Bridge Crew Assistant Foreman
Entry	\$17.64	\$17.64	\$18.06
After Sixth Month	\$18.24	\$18.24	\$18.66

For the contract period (January 1, 2020 - December 31, 2020), all employees shall receive a 3.00% pay raise as set forth below effective January 1, 2020.

Effective January 1, 2020			
Step	Road and Bridge Crew	Gravel Truck Driver	Road and Bridge Crew Assistant Foreman
Entry	\$18.19	\$18.19	\$18.62
After Sixth Month	\$18.79	\$18.79	\$19.22

Section 2. Introductory Pay Increases. The County and Union agree to a six-month introductory period for the Road and Bridge Crew, Gravel Truck Driver, and Road and Bridge Crew Assistant Foreman. Upon which time the introductory period has expired, the Road and Bridge Crew, Gravel Truck Driver, and Road and Bridge Crew Assistant Foreman shall receive an increase of \$.60/hr.

ARTICLE 30
WAGE AND HEALTH INSURANCE REOPENER

The Union or County may reopen the Agreement for the purpose of negotiating wages and health insurance if the cost of the employee monthly premium for health insurance to cover his/her spouse or children or to cover his/her family increases more than fifteen percent. This Agreement will be reopened for said purpose only if the Union delivers to the County Board Chairman or the County delivers to the Union Business Agent of Record a written notice of its intent to reopen the Agreement.

Saline County Health & Wellness Program Initiative

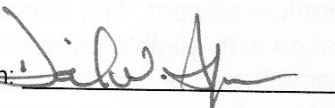
MEMORANDUM OF UNDERSTANDING - BETWEEN THE COUNTY OF SALINE,
NEBRASKA AND GENERAL DRIVERS & HELPERS UNION LOCAL #554

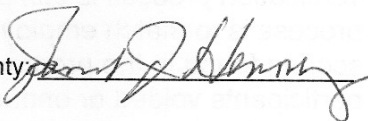
The Union and the County recognize the value of a fit workforce. Both parties have worked to develop an excellent wellness/fitness program for all county employees by way of a Wellness Committee. The Union and the County have agreed to enhance the wellness/fitness program by including a year-long-cycled incentive plan having included, but not limited to, an annual Health Fair, educational presentations, classes, online education courses, health prevention and fitness. The plan may include, but shall not be limited to, nutrition recommendations, aerobic exercise programs, and weight training programs, and any other recommendations that may be outlined in the County's Wellness Program and/or fitness initiatives. Awards and/or incentives are derived from accumulated points earned from a variety of individual, healthy living choices such as 1) Committing to the program via the sign-up process, 2) Health Fair participation, 3) Doctors' Physicals, 4) Eye Exams, 5) Dental Visits, 6) Flu Shots. 7) Exercise and 8) Tobacco/Nicotine/Illegal Substance Avoidance, etc.

1. Annual Health Fairs will be deemed voluntary for all employees, Union and non-union members alike, and will be included in the annual year-long challenge requirements for earned points and/or subsequent credits.
2. The County will offer the Annual Health Fair and screenings during business working hours and provide for suitable times for all employees to participate using appropriate scheduling. If an employee is going to miss, or has missed, a scheduled screening appointment, he/she MAY be allowed to facilitate rescheduling during the next five (5) business days, on his/her own time, according to the terms of agreement with the 3rd party Health Fair provider to assist and support the rescheduling.
3. Participate in the Health Fair, its screenings and/or other program activities which would produce wellness and profitable advantages, is NOT mandatory. Nor will an employee's failure to participate result in disciplinary action.
4. At his or her discretion, an employee may choose to utilize a personal physician to complete the Annual blood screening portion of the program, provided that the testing conforms to the standard of result used by the Saline County Wellness Program/Health Fair and is approved by the Committee to be in parity with needed Health Screening elements in arriving at comparable results. The employee shall be responsible for his/her own additional costs resulting from the exercise of this option, and the employee shall be responsible for assuring that all records pertaining to the examination be kept in the employees supplied packet to be verified by the Committee's 3rd party medical specialist at the end of the program cycle.
5. The County will ensure that documents handled and viewed for the end of cycle verification process is completed by a 3rd party, medical advisor. The intent of this process is to match employee medical documentation with eligible components of scoring found in the program materials for that year without having the privacy of participants voided or endangered. The advisor will be chosen on an annual basis selected and contracted from a local field of medicine. Medical records will not be viewed or reviewed by supervisors or any other County employee.
6. The program itself is viewed to be employee designed and implemented. It is with the approval of the Saline County Board of Commissioners that all decisions relative to this design and implementation be channeled by and on the basis of recommendations

APPENDIX A

- made by the Saline County Wellness Committee to the County Board for acknowledgment and/or approval. It is the intent of the Board of Commissioners that employees representing all possible elements of County government be included in the Wellness Committee. This includes Union representation.
7. Alterations to subsequent cycles of the Wellness Program will be the responsibility of the Wellness Committee subject to approval of the County Board. All suggestions or requests for change, addition or removal of components of the program shall be addressed to the committee for discussion and/or approved recommendation.
 8. The Saline County Board of Commissioners are aware the Wellness Program will have potential, earned benefits provided to participating employees, in addition to obvious health and wellness results. It is understood the Wellness Committee has budget resources available to it when providing these benefits to employees reaching stated goals. It is also the intent of the County to provide needed funds to the wellness committee to meet its design intent for that year.
 9. Wellness plans may include sub-challenges which shall include a reasonable estimate of the time required for employees to meet the goals of the advertised sub-challenge; i.e.: "Wellness Bingo", "100 miles in 100 days", "Crazy 8 Challenge", etc.
 10. It is the intent of the County also to provide an offset of employee contributed portions of monthly Health Insurance Premiums and/or Health Insurance deductibles where applicably found in accord with the bargaining agreement between the Union and the County. It is also the intent of the County that ALL employees be treated equally in this respect.
 11. Eligibility benchmarks for earned credits for premium and/or deductible offsets will be by the recommendation of the Wellness Committee to the County Board of Commissioners for approval.
 12. The Wellness Committee will provide information to employees on the status of earned incentives and give direction of receiving the same. The Committee will also forward documentation of earned credits toward reductions in forthcoming premiums and/or deductibles to the office of the County Clerk for processing to be used in the determination of premiums/deductibles for the following year.
 13. It is also understood there will be no mid-cycle changes to the program that would make it improbable for participants to meet stated, approved goals.
 14. It is therefore the intent of the SALINE COUNTY BOARD of COMMISSIONERS and the GENERAL DRIVERS & HELPERS UNION LOCAL #554 to use the Saline County Wellness Committee and its programs to provide tools and incentives that promote wellness and good health to ALL County employees for the good of each individual employee and that of Saline County.

For the Union: 

For the County: 

Date: 4-29-14

Date: April 8, 2014

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SALINE, NEBRASKA
AND GENERAL DRIVERS & HELPERS UNION LOCAL #554

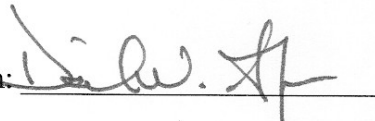
As a part of this tentative agreement, the County and the General Drivers & Helpers Union Local #554 have agreed to certain provisions of a Article 28 – Section 2 that will be implemented as a result of this agreement that may involve several employees currently found within the six-month introductory period; Road and Bridge Crew, Gravel Truck Driver, and Road and/or Bridge Crew Assistant Foreman.

It is the understanding of both parties that any employee found employed by the County under this agreement within the six-month introductory period will maintain the current practice of receiving an increase \$.10/hr at the end of each month until the introductory period has been completed.

All new employees hired after the implementation of this Article will be subject to the same under this Article.

Any monetary differences found at the end of this transition cycle will be paid an amount not to exceed the "After 6-month" step found within the Table in Article 28 – Section 1.

For the Union:



Date:

4-29-14

For the County:



Date:

April 8, 2014

**COUNTY/GENERAL DRIVERS & HELPERS UNION LOCAL #554
CONTRACT NEGOTIATIONS
TENTATIVE AGREEMENT FOR CONTRACT SETTLEMENT**

1. This tentative agreement resolves the collective bargaining agreement between the County and the General Drivers & Helpers Union Local #554 (Teamsters) for the time period of 1/1/19 to 12/31/20. Provided this tentative agreement is accepted by the Union membership and the County, any pending or future proceedings to resolve the 2018 Collective Bargaining Agreements between the County and the Union will be considered moot and of no force and effect.

*** Saline County reserves the right at any time during negotiations to make changes, add to and/or delete portions of this Proposal.*

2. This tentative agreement involves agreed upon changes relative only to the following articles (...otherwise all other articles, appendices and provisions of the agreement that were in effect during the 2018 Agreement remain unchanged):

- **Cover Page** – Date Change – “January 1, 2019 - December 31, 2020”
- **Article 13 – OVERTIME** – The County agrees to maintain the current bargaining agreement language.
- **Article 16H – VACATION LEAVE** - The County counter-proposes the following Language Change(s):
 - *¹Employees shall be credited with vacation leave on a monthly basis at the rate of 1/12th of the total vacation allotted for the year pay period basis at the rate of one-twenty-sixth (1/26th) of the total vacation allotted for the year. For the first pay period of employment, a prorated vacation credit will be calculated. Vacation leave may not be taken in less than 4 1 consecutive-hour increments., All requests for Vacation Leave require the prior approval of the Highway Superintendent.*
 - *²Regular, full-time employees shall earn Vacation leave after with continuous and uninterrupted employment in accordance with the schedule as set forth*
 - *³Vacations will be balanced on December 31 of each year and the employee will receive a vacation pro-rated as of January 1 of the first year of employment. Vacation periods must be taken during the 12 month period as allotted above or employee will lose said vacation; i.e., hired July 1 twenty (20) hours accrued and employee may take twenty (20) hours between January 1 and December 31 of the following year.*
 - *⁴In order to encourage the use of vacation time, employees may only carry over from one year to the next a maximum of eighty (80) one-hundred and twenty (120) hours of vacation. If the maximum is reached, there will be no additional accruals of vacation until the employee's balance drops below the maximum.*
 - *⁵No vacation may be taken until it has been earned and balanced.*
- **Article 24 - C.I.R. WAIVER** – Date Change - “January 1, 2019 through December 31, 2020”
- **Article 27 – Duration of Agreement** - Date change - “January 1, 2019 until December 31, 2020”

APPENDIX C

- **Article 29 Section 1 – Wages** – ATB hourly increase of 3.5% in 2019 and an additional 3.0% beginning January 1, 2020.
- **Article 29 Section 3 (Union Proposed)** – Cell Phone Allowance – The County rejects Union proposal and offers no counter proposal.
- **Appendix C** – 2019-2020 Tentative Agreement Outline – *(This document)*

3. Both parties agree that all other offers and counteroffers are withdrawn.
Tentative Agreement

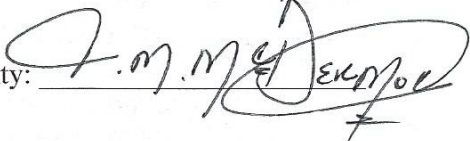
Negotiating
For the Union: 

Negotiating
For the Union: John P. Matz

Negotiating
For the County: 

Negotiating
For the County: Bruce H. Fajsi

Negotiating
For the County: Russ Karpisek

Negotiating
For the County: 

Date: 1/22/19

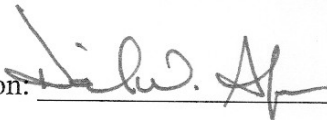
Date: 1/22/2019

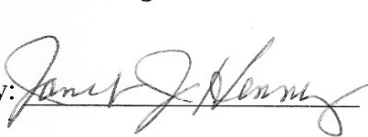
APPENDIX D
Health Insurance – Presumptive EXAMPLE ONLY
FYE 13-14 Monthly Premiums with subjective Wellness Participation
Non-Effective prior to July 1, 2015*

(Premiums listed below are relative to those applied during FYE 13-14. They in no way assert any basis for future premium costs relating to the County/NACO connection with Blue-Cross Blue-Shield of Nebraska, or the employees of Saline County. The information provided here exemplifies the mechanical impact of premiums with/without proper Wellness Program participation and are shown here as a provisional example if incentives were available to date with which to apply to premiums to date.)

	Monthly Premium	County Share	Employee Share
Employee Only		\$595.83	\$66.20
w/33% 13C Inness Incentives Applied*		\$617.87	\$44.16
w/66% Wellness Incentives Applied*	\$662.03	\$639.92	\$22.11
w/100% Wellness Incentives Applied*		\$662.03	\$0.00
Employee w/Spouse or Child		\$889.28	\$439.69
w/33% Wellness Incentives Applied*		\$911.32	\$417.65
w/66% Wellness Incentives Applied*	\$1,328.97	\$933.37	\$395.60
w/100% Wellness Incentives Applied*		\$955.48	\$373.49
Employee w/Family		\$973.53	\$546.91
w/33% Wellness Incentives Applied*		\$995.57	\$524.87
w/66% Wellness Incentives Applied*	\$1,520.44	\$1,017.62	\$502.82
w/100% Wellness Incentives Applied*		\$1,039.73	\$480.71

**Applied Incentives are based on Wellness Committee sanctioned results received from previous year participation in the Saline County Wellness Incentive Program.*

For the Union: 

For the County: 

Date: 4-29-14

Date: April 8, 2014

APPENDIX D

**Health Insurance – Presumptive EXAMPLE ONLY
FYE 2015-16 Monthly Premiums with subjective Wellness Participation**

(Premiums listed below are relative to those applied during FYE 2015-16. They in no way assert any basis for future premium costs relating to the County/NACO connection with Blue-Cross Blue-Shield of Nebraska, or the employees of Saline County. The information provided here exemplifies the mechanical impact of premiums with/without proper Wellness Program participation and are shown here as a provisional example if incentives were available to date with which to apply to premiums to date.)

Employee Only	Monthly Premium	County Share	Employee Share
w/no Wellness Incentives Applied*		\$606.87	\$67.43
w/33% Wellness Incentives Applied*		\$629.65	\$44.65
w/66% Wellness Incentives Applied*	\$674.30	\$651.82	\$22.48
w/100% Wellness Incentives Applied*		\$674.30	\$0.00
Employee w/Spouse or Child			
w/no Wellness Incentives Applied*		\$889.28	\$439.69
w/33% Wellness Incentives Applied*		\$911.32	\$417.65
w/66% Wellness Incentives Applied*	\$1,353.56	\$933.37	\$395.60
w/100% Wellness Incentives Applied*		\$955.48	\$373.49
Employee w/Family			
w/no Wellness Incentives Applied*		\$973.53	\$546.91
w/33% Wellness Incentives Applied*		\$995.57	\$524.87
w/66% Wellness Incentives Applied*	\$1,548.58	\$1,017.62	\$502.82
w/100% Wellness Incentives Applied*		\$1,039.73	\$480.71

**Applied Incentives are based on Wellness Committee sanctioned results received from previous year participation in the Saline County Wellness Incentive Program.*

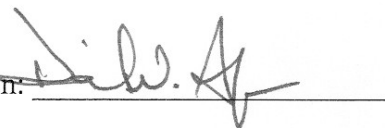
MEMORANDUM OF UNDERSTANDING
Direct Deposit
BETWEEN THE COUNTY OF SALINE, NEBRASKA
AND GENERAL DRIVERS & HELPERS UNION LOCAL #554

The County and the Union agree that the requirement all employees receive their pay via Direct Deposit is money saving, quick, secure, convenient, reliable, and simple. This service method is provided without cost to all employees. It is also understood by both the employer and the Union that there may be exceptions which may prevent an employee from having access to "direct deposit". The County will allow the following as personal exemptions thus providing a waiver from Direct Deposit:

1. Written rejection action from banking facility; the employee must submit written confirmation from at least two banks and/or credit unions declining to open either a checking or a savings account. The bank confirmation must be dated within 30 days of the request for waiver.
2. Documented religious aversion to technology and its usage; The employee must submit written confirmation that he or she has a bona fide religious belief and that compliance with the Direct Deposit Policy is contrary to his or her religious faith. The documentation must include a copy of any writings that indicate an objection to the use of technology that would prohibit compliance with the Policy. If the claim of conflict is based upon the laws or tenets of a religious organization, the documentation must include information that would allow a representative of Saline County to contact a representative of the religious organization in order to verify the validity and sincerity of the employee's religious belief.

A Personal Exemption Request Form shall be provided to the employee by the County and completed by the employee desiring to be exempted from the requirement that they enroll in direct deposit.

For the Union:



Date:

4-29-14

For the County:



Date:

April 8, 2014

IN WITNESS WHEREOF, the parties have executed this Agreement on this 5th day
of February, 2019.

COUNTY OF SALINE

BY: Marvin Kohout
Marvin Kohout, County Board Chairman

GENERAL DRIVERS & HELPERS UNION LOCAL #554

BY: Todd Bell
Todd Bell, Recording Secretary