

AGREEMENT

between

County of Lancaster

and

Local 2468 of the American Federation of State, County,
and Municipal Employees, AFL-CIO

2016-2018

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PREAMBLE

This Agreement entered into by the County of Lancaster, hereinafter referred to as the County, and Local 2468 of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the County and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 - RECOGNITION

Section 1. The County hereby recognizes the Union as the exclusive representative of employees in all those job classifications named on Appendix "A" attached hereto and made a part hereof as fully as though set out herein, but excluding those employees set out in Appendix "B" attached hereto and made a part hereof as fully as though set out herein.

The Union may bargain for the employees in those classifications listed in Appendix "A" with respect to wages, hours of work, and working conditions.

Section 2. The County will not aid, promote, or assist any labor group or organization which purports to engage in collective bargaining or make any agreement with any individual, group, or organization for the purpose of undermining the Union, or which is in conflict with this Agreement.

Section 3. Definitions. Definitions shall be as provided in Rule 1, of the Personnel Rules of Lancaster County, Nebraska. In addition, the following definitions shall apply:

- A. DEPARTMENT shall mean any department of Lancaster County, Nebraska, in which are employed persons represented by the bargaining unit.
- B. EMPLOYEE shall mean any status employee working twenty (20) or more hours per week who, by classification definition in Appendix "A," is a member of the bargaining unit. All references to employees in this Agreement shall designate both sexes and wherever the male gender is used, it shall be considered to include male and female employees, unless the context otherwise requires.
- C. RULES shall mean the Personnel Rules of Lancaster County, Nebraska, as they are now in existence or as they may be changed in the future by the County Board as per the provisions of Nebraska Revised Statutes, Sections 23-2517 to 23-2533 (Reissue 2007).
- D. UNION shall mean the American Federation of State, County, and Municipal Employees, AFL-CIO, Local 2468.

ARTICLE 2 - UNION ACTIVITIES

Section 1. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the job classifications as set forth in Appendix "A" of this Agreement.

Section 2. The Union agrees that its members will not solicit membership in the Union or otherwise carry on Union activities during working hours.

Section 3. An accredited representative of the Union shall have access to County departments at reasonable times during regular business hours, (8:00 a.m. - 4:30 p.m., Monday through Friday) to perform Union responsibilities outlined in this Agreement, provided that they obtain prior approval from the Department Head involved or his designated representative. Such approval shall not be unreasonably withheld.

Section 4. An accredited representative of the Union shall present himself to the facility management and will be provided space to conduct business in accordance with Section 3 of this Article. Access shall not be unreasonably denied. An accredited representative shall mean a principal officer of the local Union, or an AFSCME international representative.

Section 5. The Union president or his designated representative may be allowed to absent themselves from work without pay for up to one (1) work day per month in order to attend to Union business provided a forty-eight (48) hour notice is presented in writing by the president or his representative to, and is approved by, the Department Head and the Human Resources Director. The request shall not be denied arbitrarily. Any denial should be based on business necessity such as staffing and/or productivity and noted on the requested form.

Section 6. The Union president and/or his designated representative may be granted up to thirty-two (32) hours pay per year or a maximum of two (2) representatives with sixteen (16) hours pay each per year, to attend educational conferences and seminars mutually agreed upon by the Department Head and the Union. Further, the Union may request not to exceed two (2) from each chapter to attend educational conferences and seminars without pay. This will be prorated for part-time employees.

Application for any such leave shall be made no later than one (1) week in advance of the conference or seminar and shall be reviewed by the Human Resources Director and shall not be unreasonably denied.

Section 7. This section is to provide for fair representation by allowing any Union member of Local 2468 that is elected to represent AFSCME in the State of Nebraska to be absent from his duties for the length of his term in office.

A written request for leave without pay shall be presented to the Human Resources Director and copies will be provided to the County Board. Such request shall not be unreasonably denied.

Upon return to the County work force, the employee shall have all seniority, former sick leave accrual, any benefits in the existing Agreement and any benefits that have been entered into hereafter. The employee shall also return at the same classification, grade and step that he was earning at the time of his leave of absence from County service.

ARTICLE 3 - UNION STEWARDS

Section 1. Employees within the bargaining unit shall be represented by stewards in the manner set forth in this Article. Employees, however, shall have the option of representing themselves. The Union shall furnish management a list of the stewards' names, their assigned areas, telephone number where they may be contacted and shall keep a list current at all times. Alternate stewards may be appointed by the Local Union President to serve in the absence of the regular stewards.

Section 2. When requested by an employee, either a steward or a Union Executive Board member may investigate any alleged or actual grievance in his assigned work area and assist in its presentation. He shall be allowed time during working hours in accordance with Section 4 of this Article upon notification and approval of his Department Head's designated representative; provided however, the Department Head shall not unreasonably deny the approval. Any denial shall be based upon business needs of the department and put in writing.

Section 3. When an employee presents his own grievance without intervention of a Union steward, the steward shall be given an opportunity to be present if requested by the employee who is processing his own grievance, and shall be allowed the time therefor, in accordance with Section 4 of this Article, upon notification and approval of his Department Head or the Department Head's designated representative; provided, however, the Department Head shall not unreasonably deny the approval. Any denial shall be based upon business needs of the department and put in writing.

Section 4. Stewards who use time during their regular shift hours for investigating grievances or attending grievance meetings will be paid their regular hourly rate for such time used, up to a maximum of three (3) hours per grievance but not to exceed a total of five (5) hours per week. All stewards will be considered on a regular eight (8) hour shift as far as grievance pay is concerned. A steward who spends time representing an employee at a Personnel Policy Board hearing shall be paid for time spent during his regular shift at his regular rate.

The Union president and/or his designated representative shall be allowed to attend meetings as requested by department heads. These meetings may be for the purpose of the supporting and implementation of increasing department productivity and maintaining safe work places. This time is in addition to any time already granted in the agreement.

Section 5. No steward or other Union Officer shall leave his regularly assigned work in order to investigate a grievance without first obtaining approval of his Department Head or the Department Head's designated representative, and, provided further, such approval shall not be unreasonably withheld. A maximum of ten (10) stewards shall be allowed. They shall be assigned as needed.

Section 6. The County will provide AFSCME a list of new hires each quarter that includes the employee's name, home address, department, class and date of hire.

ARTICLE 4 - CHECK OFF

Section 1. The County shall deduct regular bi-monthly Union dues from the pay of each employee covered by this Agreement, provided, that at the time of such deduction there is in the possession of the County a current written assignment, executed by the employee in the form and according to the terms of the authorization form.

Section 2. Previously signed and unrevoked written authorizations shall continue to be effective as to employees reinstated following layoff, leave of absence, or suspension not exceeding sixty (60) days; previous authorizations of other employees rehired or reinstated shall not be considered to be effective.

Section 3. Such authorized deductions shall be made from the first payroll period of each calendar month and will be remitted to the duly designated Union official within ten (10) days following the issuance of pay warrants for that pay period. The Union shall advise the County in writing of the name of such official.

Section 4. If the County receives revocation of authorization by an employee during the ten (10) days prior to July 1 of each year, no deduction will be made from subsequent payroll periods.

Section 5. At the time of execution of the Agreement, the Union shall advise the County in writing the exact amount of regular monthly Union dues to be deducted from each member's paycheck. If the Union requests the County to deduct additional monthly Union dues, such request shall be effective only upon written assurance by the Union to the County that the amounts are regular Union dues duly approved in accordance with the Union's constitution and by-laws.

Section 6. The County or any of its officers, agents or officials shall not be liable for the remittance payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay period in which Union dues are normally deducted after written notification to the County of the error. If the County makes an overpayment to the Union, the County will deduct that amount from the next remittance to the Union. If the County inadvertently makes a deduction from an employee who has not authorized said deduction or who has revoked said authorization in accordance with Section 4 of this Article, the Union agrees to refund said deduction to the affected employee. The Union further agrees to indemnify and hold the County harmless against any and all claims, suits, orders or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this Article.

ARTICLE 5 - BULLETIN BOARDS

Section 1. The County agrees to make available to the Union certain bulletin board facilities in County departments in the following facilities. The Department Head will assign the space for the board. By mutual agreement, bulletin boards will be provided in any future buildings.

- A. County-City Complex
 - 1. County-City Building
 - 2. Hall of Justice
 - 3. Corrections Department
- B. Mental Health Crisis Center
- C. All free standing building housing County employees represented by this contract.

Section 2. Approved Notices.

- A. Notices of the Union's recreational, educational, and social affairs.
- B. Notices of Union elections, appointments and results of Union elections.
- C. Notices of Union meetings.
- D. Educational and organizing material.

Section 3. A Union member employed in a County department that does not have a Union bulletin board may contact the Department Head and request permission to post a notice as defined in Section 2.

Approval shall be at the discretion of the Department Head. If approved, the notice shall have a posting and removal date and shall be removed by the same person who posted the notice.

Section 4. All notices other than those listed above shall be presented to the Human Resources Director or his designated representative for approval. Such approval shall not be unreasonably withheld. Such notices, if approved, shall indicate both posting and removal dates. The Union will be responsible for the posting and removal of all Union notices.

Section 5. If the aforementioned conditions are not adhered to, the Human Resources Director may revoke the privilege set forth in this Article; providing the Union has been given ample opportunity to correct the problem and has failed to do so in a timely manner.

ARTICLE 6 - MANAGEMENT RIGHTS

Section 1. All management rights, functions, responsibilities, and authority not specifically limited by the express terms of this Agreement are retained by the County and remain exclusively within the rights of the County.

Section 2. The Union acknowledges the concept of inherent management rights. However, such rights must be exercised consistent with the other provisions of this Agreement. These rights, powers, and authority of the County include, but are not limited to, the following:

- A. The right to determine, effectuate, and implement the objectives and goals of the County.
- B. The right to manage and supervise all operations and functions of the County.
- C. The right to establish, allocate, schedule, assign, modify, change, and discontinue County operations, work shifts, and working hours.
- D. The right to establish, modify, change, and discontinue work standards.
- E. The right to hire, examine, classify, promote, train, transfer, assign, and retain employees; suspend, demote, discharge, or take other disciplinary actions against employees for just cause; and to relieve employees from duties due to lack of work or funds.

The County has the right to create the classifications necessary to continue the County's operation during the term of this agreement. The right to classify shall include the County's right to create new classifications and assign a temporary pay range until such time as the pay range is negotiated.

- F. The right to increase, reduce, change, modify, and alter the composition and size of the work force.
- G. The right to determine, establish, set, and implement policies for the selection, training, and promotion of employees.
- H. The right to create, establish, change, modify and discontinue any County function, operation, and department.
- I. The right to establish, implement, modify, and change financial policies, accounting procedures, prices of goods or services, public relations, and procedures and policies for the safety, health, and protection of County property and personnel.
- J. The right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures, and policies which are not in conflict with any provision of this Agreement.

- K. The right to determine and enforce employee's quality and quantity standards.
- L. The County will not abolish or change any bargaining unit classifications for the purpose of depriving the bargaining unit employees of their benefits under this Agreement.

ARTICLE 7 - CONTRACTING AND SUBCONTRACTING

The Union recognizes that the right of contracting and subcontracting is vested in the County. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union, nor to discriminate against any employee.

The County agrees to provide the Union a written notice when a contract is executed which has a staffing impact on classifications covered by this agreement.

ARTICLE 8 - DEPARTMENT OR AGENCY WORK RULES

Section 1. Department rules and regulations shall be posted on department bulletin boards fifteen (15) working days prior to their effective date, except in emergency situations where the County shall make a reasonable effort to notify employees. These department or agency rules, regulations and policies must be exercised consistent with the other provisions of this Agreement. The Agreement, entered into by the County of Lancaster and AFSCME Local #2468, supersedes the Rules and department or agency rules, regulations and policies.

Section 2. The Union shall be provided with a copy of any proposed department rules and/or regulation changes five (5) working days prior to posting. The Union reserves the right to request a special Labor Management meeting to discuss the proposed changes prior to their effective date, except in emergency situations where the meeting shall take place within five (5) working days of the effective date. Employees shall have work area access to a current copy of the department rules.

ARTICLE 9 - LABOR MANAGEMENT COMMITTEE

Section 1. To ensure continued harmonious relations and to bring about a better understanding with regard to the County's policies and activities, a Labor Management Committee is hereby established. The Committee shall consist of three (3) members of the Union to be designated by the Union, and three (3) members for the County to be designated by the County. Either the County or the Union may designate or change the membership of its Committee.

Section 2. The purpose of this Committee shall be to identify and attempt to resolve through meaningful discussion, those matters of general interest to employees and management. It will not be within the province of the Committee to deal with individual grievances or with amendments to, or interpretation of, contractual provisions.

Section 3. The Committee will hold periodic meetings, and may be convened at the request of either party. The party requesting such meeting shall submit an agenda for said meeting.

Section 4. The meetings shall be jointly chaired by a member of management and a member of labor.

Section 5. The Committee shall keep minutes of each meeting, which shall be signed by each party involved.

ARTICLE 10 - SAFETY COMMITTEE

Section 1. In the interest of safety, departmental Safety Committees may be established. In departments forming Safety Committees, the committee shall consist of three (3) members of the bargaining unit who are employed by the Department establishing the committee and selected designees of the Department Head. Union committee members shall be selected by the Union.

Section 2. Where committees are established, the committee shall meet as needed. The Department Head will schedule and chair safety meetings within ten (10) working days of notification of a problem. An agenda for the Safety Committee meeting will be mutually prepared by the Department Head and the Union representative. The committee shall make recommendations regarding the safety of employees in writing to the County Board, Human Resources and Risk Management.

Risk Management shall be notified by the Department Head of all safety meetings. Attendance by a representative from their agency shall be at their discretion.

Section 3. The final or prime responsibility for programs relating to safety lies with the Department Head or his designated representatives.

Section 4. This provision shall not take the place of any Safety Committee or safety program currently in force.

Section 5. Minutes of Safety Committee meetings shall be distributed to all committee members, the Department/Agency Head involved, and the Human Resources Director.

ARTICLE 11 - NON-DISCRIMINATION

Section 1. The parties hereby agree not to discriminate against any employee because of race, color, creed, sex, disability, religious or political affiliations, national origin, age, marital status, receipt of public assistance, or Union or non-Union membership.

Section 2. The parties hereby agree that no officers, agents, representatives, members or anyone connected with either party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join, or assist labor organizations, or to refrain from any of these activities, including the right of employees to withdraw, revoke, or cancel Union membership.

Section 3. In addition to the non-discrimination rights provided above, all employees are entitled to a workplace in which employees treat one another with courtesy, dignity and respect. The County and the Union recognize the respectful, fair treatment of others promotes a work environment and organizational structure that supports and values all members of county employment.

Section 4. It is the intent of the County and the Union to make sure all represented employees are protected from sexual harassment and discrimination of all types. It shall be the responsibility of the Department Head and the Union to ensure these incidents are reported to the Human Resources Department for investigation. An allegation is all that is needed for the process to begin. No Department Head or any person of the affected Management team shall hinder any allegation by not reporting it to the proper authority for investigation.

The aggrieved individual shall be informed that an investigation has taken place.

ARTICLE 12 - STRIKES AND OTHER DISRUPTIONS OF NORMAL WORK ROUTINE

Section 1. The protection of the public health, safety, and welfare demands that neither the Union, nor any individual County employee in the bargaining unit, or any person acting in concert with them will cause, sanction, or take part in any strike, walkout, sitdown, slowdown, stoppage of work, retarding of work, abnormal absenteeism, withholding of services, or any other interference with the normal work routine. The provisions of this Section 1 of this Article apply as long as this Agreement, or during any renewal or extension thereof, is in effect.

Section 2. Violation of any provision of this Article by the Union will be cause for the County to terminate this Agreement upon the giving of written notice to this effect to the President of Local 2468, American Federation of State, County, and Municipal Employees, AFL-CIO, in addition to whatever other remedies may be available to the County at law or in equity.

Section 3. Violation of any of the provisions of this Article by any individual County employee in the bargaining unit shall be just cause for the immediate discharge of that employee in addition to whatever other remedies may be available to the County at law or in equity. No County employee in the bargaining unit shall receive any portion of his salary and/or other fringe benefits while engaging in activity in violation of this Article.

Section 4. The County agrees that it shall not lock out any employee because of a labor dispute or invoke Section 2 or Section 3 of the Article without just cause.

ARTICLE 13 - CLASSIFIED SERVICE

All employees covered by this Agreement shall be in the County's Civil Service System and all of the provisions of the Rules and Regulations, orders and resolutions of Lancaster County passed pursuant thereto from time to time, not otherwise inconsistent with the terms of this Agreement, shall apply.

ARTICLE 14 - PERSONNEL FILE

An employee or his designated representative with written authorization shall upon request be permitted to examine his personnel file in the Human Resources Department in the County-City Building. Any copies employees or representatives ask for shall be provided by the County at cost to the employee.

ARTICLE 15 - SENIORITY

Section 1. Seniority means the total months of continuous service with the County since the last date of hire. Seniority for individuals who have been recalled from layoff in accordance with Article 17 shall be based on the continuous service date.

Section 2. New employees shall be added to the seniority list upon the successful completion of their six (6) month probationary period. The probationary period will apply toward seniority.

Section 3. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, or retirement. An employee's continuous service record shall not be broken by mutually agreeable leaves of absence of less than thirty (30) consecutive calendar days. However, leaves of absence, including layoff, of thirty (30) consecutive calendar days or longer without pay shall be deducted from an employee's continuous service record and seniority.

Section 4. Within two (2) months after the execution of this Agreement, the Department shall post on all bulletin boards a list showing the seniority of each employee in the Department or Division covered by Appendix "A" of this Agreement. A copy of the seniority list shall be furnished to the local Union when it is posted. The Union shall have fifteen (15) days following such posting to challenge the list, after which the list shall stand. This will not apply to Departments or Divisions with less than five (5) employees.

Section 5. In case of layoff, if any elected Union Officers are affected by such layoff, they will be allowed to continue to function in their official Union capacity in dealing with the County for a period of ninety (90) days unless other employment has been secured prior to the end of the ninety (90) day period, or unless they are replaced or removed from their elected office by the local Union.

Laid off stewards shall be covered by the same provisions.

Section 6. Classification seniority is defined as an employee's continuous length of service in his job classification.

Section 7. Provided there are no significant differences in the qualifications of the employees in the classification involved, seniority as defined in Section 1 of this Article, shall be a primary consideration in shift preference.

Section 8. Provided the employee is qualified, seniority as defined in Section 1 of this Article shall be the determining factor in layoff and recall.

Section 9. The County recognizes the value of continued employment with the County and the additional experience employees gain during their years of service. In recognition for an employee's years of service, each employee will be given 1 point for each year of continuous County service on each job rating for each promotional position the employee applies for. In consideration of promotions, the County will not deduct for any leaves of absence for less than a six month period. In addition, all part time employees will be given full credit. In granting promotions, appropriate consideration will be given to relevant examinations, record of performance, seniority and conduct. Vacancies shall be filled by promotion whenever practical and in the best interest of the service, and preference may be given to employees within the department in which the vacancy occurs.

ARTICLE 16 - PROMOTIONS, TRANSFERS AND DEMOTIONS

Section 1. Promotion. A promotion is the filling of a vacancy by the advancement of an employee from a position having a lower pay grade to a position having a higher pay grade.

When a promotional position is posted internally, the County Human Resources Director shall administer a competitive examination which shall be open to all employees of the County who are employed in a classification at a lower pay grade and who otherwise meet the necessary requirements.

After each competitive promotional examination, the County Human Resources Director shall prepare a list of the highest ranking persons meeting the minimum requirements for selection by the Department Head. All fractional scores shall be rounded off to the nearest whole number. Certification of eligibles for appointment to vacancies shall be in accordance with a formula which limits selection by the hiring department from among the highest ranking available and eligible candidates.

Section 2. Transfer. A transfer is the movement of an employee from a position of a class to another position of the same class. The transfer may be by a Department Head, if in the same Department, or by both Department Heads and the employee, if between Departments. The rate of pay of an employee who transfers shall remain the same, and the employee shall retain the same eligibility date.

A Department Head may transfer an employee from a position of a class to another position of the same class within his organizational unit. Two (2) Department Heads may transfer an employee from a position of a class to another position in the same class between their respective organizational units upon mutual agreement, including the employee's, and with a report to the Human Resources Director.

The transfer of an employee from a position of a class to a position of another related class of the same pay grade may be made by a Department Head or Department Heads, if two units are involved, subject to the prior approval of the Human Resources Director and only if the classes involved are so related that the experience in, and entrance qualification requirements of one class, are such as to qualify the employee in a reasonable manner for the other class. If the transfer is made between Department Heads, the employee must also consent to the transfer.

Section 3. Demotion. A demotion is moving a status employee to a position having a lower pay grade. A demotion may be voluntary, for lack of work or for cause. A voluntary demotion shall be made by the employee in writing to an existing vacancy. The employee who is demoted for cause or as a result of lack of work in his class may receive notice in writing at least fifteen (15) working days in advance. He may make a reply in writing or request to appeal personally to the Department Head. An employee with status may appeal a demotion for cause to the Personnel Policy Board. The appeal must be filed with the Human Resources Director no later than fifteen (15) days after notice.

Except in the case of a reduction in force, whenever an employee is demoted to a position for which he is qualified, he shall receive the rate of pay in the lower pay grade which is at least a one (1) step decrease in pay. If for cause, the employee may be placed on any step in the range which is requested and approved by the Human Resources Director.

Section 4. Any bargaining unit vacancies not filled by transfers or demotions shall be posted in the County job listing as a vacancy open to all County employees. If no current probationary or status employee is selected, then the position shall be posted to the general public. Positions filled through continuous recruitment will be posted internally and to the general public simultaneously. Any vacancy may be filled by a promotion, transfer or demotion.

ARTICLE 17 - LAYOFF AND RECALL

Section 1. When it is determined that a reduction in force is necessary, the County shall notify the Union as soon as possible. The order of layoff shall be by seniority. The employee with the least seniority shall be the first laid off.

Section 2. No full-time status employees shall be laid off as long as there are provisional, part-time, temporary, seasonal, intermittent, emergency, on-call or probationary employees working in the affected classifications. Furthermore, when an employee in a classification in a Department has been laid off, the Department shall not hire any provisional, part-time, temporary, seasonal, intermittent, emergency, on-call or probationary employees to conduct any work that was previously conducted in that classification for a one (1) year period from the date of layoff unless the County has first attempted to recall all laid off employees in such class, pursuant to this Article.

Section 3. An employee who has received notice of layoff shall have the privilege of bumping an employee in the same class in his Department with less continuous County service. If there are no employees in the same class with less continuous County service, he may move to the next lower classification in the class family in the employee's department.

Section 4. The names of status employees who have been laid off shall be placed on a layoff list, and shall be eligible for recall for a period of one (1) year, and the County shall rehire in the reverse order of layoff. A laid off employee subject to recall who is employed elsewhere shall not be required by the County to report until after the expiration of two (2) weeks from the date of the notice. If such employee is not employed elsewhere, he shall be required to report to work at the beginning of the next pay period following recall. The County shall provide employees subject to recall with written certified notice of recall mailed to their last known address on record in the Human Resources Department. Employees on the layoff list shall be responsible for making their current address available to the City-County Human Resources Department. The County shall present the Union with the layoff list and any changes as soon as possible.

Section 5. An employee subject to layoff shall be provided with notice of layoff in writing at least fifteen (15) calendar days prior to the layoff.

Section 6. When an employee exercises retreat rights in lieu of layoff, the employee shall be paid at a rate which most nearly approximates his rate of pay immediately prior to the layoff if available in the pay grade. If the employee's rate of pay prior to the layoff is higher than the maximum of the lower pay grade, the employee will be paid at the maximum of the lower pay grade.

Section 7. No new employees shall be hired into a classification in the Department where employees have been laid off from that classification until all employees on layoff status in that Department and classification desiring to return to work have been notified of vacancies.

Section 8. Employees displaced by the elimination of jobs through consolidation (combining of two jobs or more), the installation of new equipment or machinery, the curtailment or replacement of existing facilities or for any other reason, shall be permitted to exercise their seniority rights to bump into another position in their class family in their Department for which they are qualified.

Section 9. (a) In the event of a recall of a laid off employee within one (1) year of a layoff, the recalled employee shall have his/her service time computed from the employee's original date of employment to the date of layoff.

(b) An employee who is laid off, and is later recalled within one (1) year, shall have available upon his/her return such unused sick leave accrual as he/she may have earned up to the time of his/her departure (Article 23, § 1. K). Further, accrual rates for vacation and sick leave will be established at the level based upon the revised service time set forth in subsection (a) above. An employee who is recalled, is eligible for enrollment in the health, dental and life insurance programs without waiting periods and reinstatement in the retirement plan at the percentage of vesting at the time of layoff.

ARTICLE 18 - DISCHARGE AND DISCIPLINE

Section 1. Disciplinary action shall consist written reprimand, suspension, demotion and dismissal. The Department Head may discipline an employee for just cause. Just cause shall be defined as a cause which a reasonable employer, acting in good faith, would regard as good and sufficient reason for the level of discipline issued against the employee for the infraction that led to the disciplinary action, and the discipline was consistent with how other employees, in the same department and in similar situations, were treated as distinguished from arbitrary whim or caprice. In informing an employee of proposed discipline, the County can refer to the Lancaster County Personnel Rules to set forth the basis for the proposed discipline.

Provisions for disciplinary actions should be limited to those listed above. When appropriate, each Department Head or Supervisor should make reasonable efforts to provide an employee with written coaching prior to instituting formal discipline, however, nothing in this Article should be construed to limit a Department Head's authority to determine the appropriate level of discipline. Other solutions may be obtained through mutual consent by management, the Union and the employee.

Management reserves the right to investigate employee conduct, potential violations of rules and/or standards of employment. Whenever the Department Head becomes aware of information that may be cause for discipline the Department Head shall within fifteen (15) working days provide the employee written notice of the charges against him which shall identify the rule or policy violated and include an explanation of the agency's evidence against him. The written notice shall include at least five (5) working days notice of the date, time and place for a pre-disciplinary meeting where the employee will have an opportunity to respond to the charges and present mitigating evidence and/or reasons why disciplinary action should not be taken. The employee shall have the right to be represented by counsel or a union representative at the meeting.

After the pre-disciplinary meeting, if disciplinary action is deemed warranted by the Department, the employee will be presented with the disciplinary action in writing within fifteen (15) working days after said disciplinary meeting. The employee will receipt the same without implying agreement or admitting to the infraction. The employee or his/her representative may present a written rebuttal to the final decision which shall be attached to the disciplinary action. Time limitations may be extended by mutual consent.

Section 2. A Department Head may reprimand any employee for cause. Such reprimand shall be in writing and addressed and presented to the employee who will initial receipt. The employee may appeal the reprimand directly to the Human Resources Director or his designated representative. The appeal shall be presented within fifteen (15) working days of receipt of the reprimand. The response to the appeal shall be in writing and shall be issued within fifteen (15) working days of receipt of the appeal. The written decision on the appeal shall be final and binding upon the parties to the appeal. The grievance procedure as outlined in Article 19 shall not apply to this Section. The employee may present a written rebuttal to the final

decision regarding the appeal within fifteen (15) working days of date of decision which shall be attached to and become a part of the file pertaining to the appeal. The rebuttal shall be delivered to the Human Resources Department and a copy transmitted by the Human Resources Department to the Department Head who wrote the reprimand.

Section 3. All forms of discipline, rebuttals, or explanations shall remain in the employee's personnel file, including such files within a department. However, no written reprimands shall be used to enhance any subsequent discipline after 18 (eighteen) months from the date of the written reprimand.

Section 4. A Department Head may suspend an employee without pay for cause for a period or periods not exceeding thirty (30) working days in any twelve (12) months; however, no single suspension shall be for more than fifteen (15) working days, except for the investigative suspension as defined in Section 6 of this Article. The Department Head shall notify the employee concerned and the Human Resources Director in writing no later than one (1) working day after the date of suspension is made effective. Such notice shall include the reasons for and the duration of the suspension. Any status employee who is suspended may appeal for a hearing, in writing, to the Board within fifteen (15) working days of notice of suspension.

Section 5. A Department Head may dismiss any employee with status only for just cause at any time and at the time of dismissal shall furnish the employee with a written statement of other reasons for the dismissal and within one (1) working day of such action, furnish the Human Resources Director with a written statement of the reasons for the dismissal. Any employee who is dismissed may appeal, in writing, to the Board within fifteen (15) working days of notice of dismissal.

Section 6. Upon being informed that an employee has been accused of behavior which, if substantiated, would be cause for dismissal, the Department Head shall have the option of suspending an employee without pay for a period not to exceed thirty (30) calendar days for the purpose of investigation of the accusation, provided that if after investigation the Department Head determines to dismiss the employee, he shall give written notice of the dismissal in accordance with Section 5, and if after investigation the Department Head determines that the accusation cannot be substantiated or does not constitute cause for dismissal, the employee be reinstated and awarded back pay for any portion of the suspension time not imposed as disciplinary action.

Section 7. An employee who receives three (3) or more reprimands within a twelve (12) consecutive month period shall be authorized to utilize the appeal procedure outlined in Article 19 of this Agreement. In the event that an employee appeals the third or additional reprimand during a twelve (12) consecutive month period, documents relating to the preceding like reprimands shall be admissible in the appeal procedure.

ARTICLE 19 - GRIEVANCE AND APPEAL PROCEDURE

A grievance is hereby defined as any disagreement arising during the term of this Agreement which is expressly limited to matters of interpretation or uniform enforcement of express provisions of this Agreement, the Rules, and any and all conditions of employment. The Union President or Executive Board Member may file a grievance on behalf of any represented employee(s) or the employee(s) may individually file a grievance.

Section 1. Grievances. It shall be the policy of the County to give status employees an opportunity to discuss their grievances with the County in order to find mutually satisfactory solutions as rapidly as possible. The grievance procedure set forth herein is designed to preserve harmony and friendly relations between the County and its employees. Furthermore, the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee who may submit or be involved in a grievance. The grievance procedure shall not be used to change any provisions of this Agreement or the Rules, or filed for the purpose of getting an established policy, standard or procedure changed unless it is in conflict with the provisions of this Agreement. Performance evaluations may not be grieved pursuant to this Article.

In reducing a grievance to writing, the following information must be stated with reasonable clearness: the exact nature of the grievance, the act or acts of commission or omission, the exact date of the act or acts of commission or omission, the identity of the party or parties who claim to be aggrieved, the identity of the party or parties alleged to have caused the grievance, the specific provisions of this Agreement that are alleged to have been violated, and the remedy which is sought.

For the purposes of this Article, "working days" shall be defined as Monday through Friday, excluding Saturdays, Sundays and holidays.

Grievances shall be processed in the following manner:

Step 1. The aggrieved employee shall present in writing his grievance to his Department Head within fifteen (15) working days from the date on which the employee became aware of or should reasonably have been aware of the incident giving rise to the grievance. The Department Head shall respond in writing to the employee presenting the grievance within fifteen (15) working days.

Step 2. If satisfactory settlement is not reached under Step 1, the employee or his designated representative shall resubmit the grievance in writing within fifteen (15) working days of receipt of the response from the Department Head to the Human Resources Director or his designated representative for submission to the Board. The Board shall hold a hearing with the employee or his designated representative within thirty (30) working days after receipt of the grievance in an attempt to settle the grievance. The hearing date may be continued if the parties mutually agree to a continuance or the Board does not

have a quorum. The decision of the Board concerning a grievance shall be made on the record at the final hearing and reflected in the minutes of the Board meeting

Decisions of the Board concerning a grievance are binding on all Department Heads and employees in the bargaining unit.

Time limitations as outlined in Step 1 may be extended in writing by mutual agreement between the employee or his designated representative and the Department Head.

Section 2. Appeals. Any status employee may appeal directly to the Board the following actions: Receipt of three (3) written reprimands within a twelve (12) consecutive month period, suspension, demotion for cause, reduction in classification resulting in loss of pay, and dismissal.

The appeal shall be processed in the following manner:

Within fifteen (15) working days of the notice of the third written reprimand, suspension, demotion for cause, reduction in classification resulting in loss of pay, or dismissal, the employee may request to appeal the action to the Board.

Intent to appeal must be submitted in writing to the Human Resources Director or his designated representative for submission to the Board. The Board shall hold a hearing with the employee or his designated representative within thirty (30) working days after receipt of the appeal. The hearing date may be continued if the parties mutually agree to a continuance or the Board does not have a quorum. The decision of the Board shall be made on the record at the final hearing and reflected in the minutes of the Board meeting.

ARTICLE 20 - HOURS OF WORK

Section 1. For all except "continuous operations" employees the regular hours of work each day shall be consecutive except that they may be interrupted by a lunch hour not to exceed one (1) hour.

Section 2. Work week shall mean the number of hours regularly scheduled to be worked during any seven (7) consecutive days by an individual employee. The work week shall begin at 0001 Thursday and end the following Wednesday at 2359.

Section 3. Generally eight (8) hours shall constitute a work day and forty (40) hours or five (5) days shall constitute a work week for full-time employees. Effort will be made to give full-time employees a five (5) day week and an eight (8) hour day from 8:00 a.m. to 4:30 p.m. with one-half (½) hour for lunch. However, it sometimes may be necessary for a full-time employee to work his forty (40) hours in more or less than five (5) days by working more or less than eight (8) hours per day, or those working eight (8) hours per day may be required to start the day some other time than 8:00 a.m. and complete the day some other time than 4:30 p.m.

For purposes of scheduling only, eight (8) hours or ten (10) hours per day shall constitute a work day for full-time shift employees and forty (40) hours including Saturday, Sunday, and holidays shall constitute a work week for full-time shift employees. The hours worked per day and the days worked per week shall be consecutive as nearly as possible. Shift schedules shall be posted two (2) weeks in advance.

Section 4. Shift assignments will be granted according to work needs and, when possible, employee preference.

Section 5. No employee's work schedule will be changed without at least two (2) weeks' notice unless an emergency exists. Temporary work schedule changes shall not be made for the purpose of avoiding overtime.

Section 6. Work schedules showing the employee's shifts, work days, and hours shall be posted on all department bulletin boards at all times.

Section 7. Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment for twenty-four (24) hours a day, seven (7) days a week.

Section 8. All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the approximate middle of each one-half (1/2) shift.

Employees who for any reason work beyond their regular quitting time into the next shift shall be granted the regular rest periods that occur during the shift.

Section 9. All except "continuous operations" employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of the shift.

Section 10. If an employee is contacted by telephone, pager, or other means by any supervisory employee during their off duty time, for any reason other than scheduling, the employee shall receive one-half (1/2) hour of pay during an eight (8) hour period or actual time spent on work in response to any telephone call or follow-up calls, whichever is greater.

ARTICLE 21 - OVERTIME

Section 1. General Employees - Work performed by employees in excess of forty (40) hours in any work week shall be compensated at the rate of one and one-half (1 ½) times the regular hourly rate of the employee.

Section 2. No overtime work or compensation will be allowed without prior approval by the Department Head or his designee.

Section 3. All paid leaves of absence shall be counted as hours worked in computing overtime with the exception of sick leave which will not count as hours worked for the purpose of computing weekly overtime.

The above paragraph does not apply to call-back, call-in, stand-by, or emergency situations.

If an employee is called to duty during his off-duty time, and such time does not merge with his scheduled tour of duty, such employee shall be paid for a minimum of two (2) hours at the rate of time and one-half (1 ½) or one and one-half (1 ½) times the actual number of hours worked, whichever is greater.

Section 4. Comp Time. In lieu of payment for overtime hours worked, the employee may request to take compensatory time off. Approval shall be at the discretion of the Department Head. If the request is approved by the Department Head, one and one-half (1 ½) hours of compensatory time shall be credited for each overtime hour worked. A maximum accrual of compensatory time shall be thirty (30) hours.

Flex Time. The County recognizes and supports the concept of Flex time. Flex time is allowed within the work week as it is defined in Article 20, Section 2 of this contract. If an employee requests, an employee and their department head may agree to allow an employee to flex their schedule. However, in some departments and under some circumstances flex time may not be feasible and will not be permitted. No employee shall be required to take flex time off in order to avoid the payment of overtime or as a condition of continued employment.

Section 5. All 24-hour facilities - An overtime sign-up sheet will be posted quarterly.

ARTICLE 22 - HOLIDAYS AND VACATION

Section 1. Compensation for Absence on Holidays. All holidays shall not exceed eight (8) hours in duration. The following shall be considered legal holidays:

New Year's Day	Labor Day
Martin Luther King Jr.'s Day	Veterans Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Fourth of July	Christmas Day

In addition, the County will provide twenty (20) hours of non-cumulative personal holidays to all eligible employees. The personal holidays may be taken at any time during the payroll fiscal year of the following year (or be forfeited), provided the day selected by the employee has the prior approval of the Department Head. Employees will be required to use personal holiday hours in increments of not less than two (2) hour blocks of time.

In lieu of all holidays identified in Section 1, part-time shift employees and part-time employees of facilities open seven (7) days a week shall earn legal and personal holidays at the rate of 0.05 per hour worked, which shall be added to the holiday bank each pay period. Holiday bank hours must be taken as scheduled leave time as approved by the Department Head and under no circumstances will holiday bank hours be compensated with pay. All holiday bank hours must be taken during the contract year or be forfeited. Holiday bank time in lieu of named legal holidays identified in Section 1 may be taken prior to the date of the legal holiday if approved by the Department Head; however, if the employee separates service from the County prior to the date of the legal holiday(s) and has been granted paid unearned time off, the County will deduct paid time in lieu of unearned time off from the employee's final pay.

Employees who are scheduled to work and who actually work on a legal holiday, and who work in a seven day a week or twenty-four hour a day operation, shall be paid one and one-half (1 ½) times the hourly rate for such hours worked in addition to holiday pay. All hours worked on the holiday, within an employee's regular scheduled work week, shall be used in computation of weekly overtime; provided that an employee shall not be paid time and one half twice on the same hours.

Section 2. Compensation for Holiday Falling on a Regularly Scheduled Day Off. Except for employees regularly scheduled to work on a shift basis, when a holiday listed in Section 1 of this Article falls on a Saturday, the preceding Friday shall be observed as the legal holiday and when the legal holiday falls on Sunday, the following Monday shall be observed as the legal holiday.

For employees who are regularly scheduled to work on a shift basis, the holiday will be observed as follows: January 1, July 4, November 11, and December 25. All other holidays will be the same as observed by the rest of the County employees.

Section 3. Compensation for Work Performed on Holidays. Any non-shift employee who is eligible for holiday pay and who shall be required to perform work or to render services on one of the holidays listed in Section 1 of this Article shall receive pay at time and one-half (1 ½) for hours worked. The employee shall have the option of requesting equivalent time off with the permission of the Department Head.

Section 4. Qualification for Holiday Pay. In order to qualify for holiday pay, an employee must be in a pay status for their normal or regularly scheduled hours on their regular work day immediately before and after the holiday.

Any holiday listed in Section 1 above, if falling within a vacation period, shall not be considered a working day and the employee shall not be required to utilize vacation leave on that holiday.

Section 5. Vacation Leave. Employees shall earn vacation leave with pay according to the following schedule:

- A. Less than five (5) years of service — At the factored hourly equivalent of eighty (80) hours per year.
- B. After five (5) years of service — At the factored hourly equivalent of one hundred twenty (120) hours per year.
- C. After ten (10) years of service — At the factored hourly equivalent of one hundred fifty-two (152) hours per year.
- D. After fifteen (15) years of service — At the factored hourly equivalent of one hundred sixty-four (164) hours per year.
- E. After twenty (20) years of service — At the factored hourly equivalent of two hundred (200) hours per year.

Vacation leave shall be earned but not granted during the first six (6) months of employment.

It shall be at the discretion of supervisory personnel to grant vacation leave without prior request/approval. The supervisors may request proof of circumstances beyond control. Without adequate proof of circumstances, employee may be put on leave without pay. Such vacation leave shall not be unreasonably denied.

Accumulation of vacation leave credit shall be on a continuous basis not to exceed two hundred forty (240) hours. Unused vacation accumulation shall be paid upon termination of employment.

Each Department Head shall schedule vacation leaves to accord with operating requirements and, insofar as possible, to coincide with the request of the employee. For those positions which regularly require financial transactions and/or the handling

of money in the performance of the job, the Department Head may require that the employee use at least one forty (40) hour block of vacation per year. The Department Head or designee shall answer an employee's request for vacation within five (5) working days of employee submitting such request.

Vacation leave shall not accrue during any period of absence without pay or without leave.

ARTICLE 23 - SICK LEAVE AND INJURY LEAVE

Section 1. Sick Leave.

- A. Sick Leave shall be earned at the factored hourly equivalent of ninety-nine (99) hours per year. Accumulation of sick leave credit shall not exceed two thousand eighty (2080) hours at any one time. Disability retirement shall not be effective until accumulated sick leave has been used. Upon retirement or death the employee shall receive forty-five percent (45%) of accumulated sick leave (distributed into the employee's PEHP account). The payment will be at the regular hourly rate of the employee at the time of retirement. No refund of vacation shall be allowed due to illness incurred while on vacation leave. This payment will be made to those employees who have an active PEHP account.
- B. An employee eligible for sick leave with pay may use such sick leave for absence due to sickness, family illness, personal and family medical appointments, disability, non-work related injury, exposure to contagious disease or funeral leave as outlined in this article and for no other purpose. An employee who uses sick leave for any other purpose may be subject to discipline.
- C. An employee may use up to forty (40) hours per calendar year from his sick leave balance for illness in the immediate family or family medical appointments. Immediate family is defined to be spouse, child, parent, stepparent, sister, brother, employee's grandparents and the parents of the employee's spouse. Immediate family will also include any other family member, whether it be by blood or marriage, or legal adoption or foster children, residing in the same household. Upon written request, the Human Resources Director may waive the forty (40) hour limit after reviewing the individual circumstances in support of the request.
- D. At the employee's discretion, he/she may supplement their Worker's Compensation payment to bring the total sum of the Worker's Compensation payment and sick leave to a figure equivalent to a full pay check.
- E. An employee who is absent because of sickness shall first attempt to inform his immediate supervisor, if on duty, or any supervisor on duty at the employee's usual work location of the fact and the reason therefore as soon as possible; failure to do so within a reasonable time may be cause for denial of pay for the period of absence. The Department Head may require a doctor's certificate or other evidence of illness before approving sick leave with pay. This requirement may not last more than 6 months, unless the employee does not meet the above requirements.
- F. Sick leave may be denied when the County has facts showing that an employee is abusing sick leave.

- G. Once an employee has exhausted Sick Leave the County shall automatically deduct as necessary from any available paid leaves.
- H. Disability retirement shall not be effective until accumulated sick leave has been used. Upon retirement or death the employee shall receive forty-five percent (45%) of accumulated sick leave into the employee's PEHP account.
- I. The County agrees to pay an employee who voluntarily separates from employment after fifteen (15) consecutive years of service with Lancaster County forty-five percent (45%) of their sick leave balance which is greater than 1000 hours. The hours will be based on their current eight (8) hours of pay. This pay out shall be distributed as one hundred percent (100%) cash.
- J. Any employee who is laid off, and is later recalled within one (1) year, shall have available upon his return such unused sick leave accrual as he may have earned up to the time of his departure.
- K. The Union and County agree to comply with the rules and regulations of the Family and Medical Leave Act of 1993 and the County's policy governing the application of the Act.

Section 2. Injury Leave. Any employee who is injured in the performance of his duties shall receive the difference between his regular pay and the Worker's Compensation payment for a period not to exceed ten (10) working days. Failure to immediately report an accident which may result in injury may cause forfeiture of the additional benefit.

Such injury leave shall not be deducted from vacation or sick leave credits.

The County will provide a long term disability policy in order to provide some relief from lost wages due to sickness, injury or disability.

ARTICLE 24 - FUNERAL LEAVE

- A. Funeral Leave. In the case of the death of the employee's spouse, child, step-child, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother, sister, grandfather, grandmother, grandchild, or in the case of death of any other relative residing in the immediate household of the employee. Grandfather, grandmother and grandchild will include "great" grandfathers, grandmothers and grandchildren. A full-time employee shall be allowed twenty-four (24) hours funeral leave with regular pay to attend the funeral without deduction from his pay or accumulated sick leave. The part-time employee shall be allowed two-fifths (2/5) of the hours in his normally scheduled work week if scheduled to work the hours requested.
- B. In the case of the death of the employee's sister-in-law, brother-in-law, daughter-in-law, son-in-law, aunt, uncle, nephew, niece, or the grandparents of an employee's spouse, the full-time employee shall be allowed sixteen (16) hours funeral leave with regular pay to attend the funeral without deduction from his pay or accumulated sick leave. The part-time employee shall be allowed one-fifth (1/5) of the hours in his normally scheduled work week if scheduled to work the hours requested.
- C. Further, the full-time employee may also be allowed to use up to twenty-four (24) hours of his accumulated sick leave in the case of death of any of the above designated persons. The part-time employee may also be allowed to use accumulated sick leave up to four-fifths (4/5) of the hours in his normally scheduled work week if scheduled to work the hours requested.
- D. Upon the request, through normal administrative procedure, up to four (4) hours paid leave may be granted if a full-time employee attends the funeral of a co-worker or retiree from the department in which the requesting employee is employed. The part-time employee shall be allowed one-tenth (1/10) of the hours in his normally scheduled work week if scheduled to work the hours requested.

ARTICLE 25 - OTHER LEAVES

Section 1. Leave for Jury Duty. Any employee called to serve jury duty shall receive his regular pay in addition to the compensation received for ten (10) working days of jury service. For jury service exceeding ten (10) work days during one (1) jury term, the employee shall receive the difference between his regular pay and the compensation received for such jury service.

Section 2. Military Leave. All employees who shall be members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, and Coast Guard Reserve, shall be entitled to leave of absence from their respective duties, without loss of pay, on all days during which they are employed with or without pay under the orders or authorization of competent authority in the active service of the State of Nebraska or of the United States, but not to exceed fifteen (15) work days in any one (1) calendar year. Such leave of absence shall be in addition to the regular annual leave of the persons named herein. When the Governor of the State of Nebraska shall declare that a state of emergency exists, and any of the persons named in this section are ordered to active service of the State of Nebraska, an additional leave of absence will be granted until such member is released from active service by competent authority. During the additional leave of absence because of the call of the Governor, any official or employee subject to the provisions of this section shall receive such portion of his salary or compensation as will equal the loss he may suffer while in active service of the State. Governmental officers serving a term of office shall receive their compensation as provided by law. No employee shall be treated any differently than as outlined in Federal statutes addressing military leave.

Section 3. Special Leave. In addition to leaves authorized above, a Department Head may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed thirty (30) working days in any calendar year, provided he has used all accumulated vacation leave. The Human Resources Director must approve any leaves in excess of thirty (30) calendar days. All requests for leave of absence must be made in writing.

A Department Head, with approval of the Human Resources Director, may grant such employee leave of absence without pay for a period not to exceed one (1) year for travel or study which will render the employee of greater value to the County upon his return to duty. Such leave shall be granted only when it will not result in undue prejudice to the interests of the County as an employer beyond any benefits to be realized. No leave without pay shall be granted except upon written request of the employee. No such leave shall be granted primarily in the interests of the employee except in the case of one who has shown by his record of service or by other evidence to be of more than average value to the County, and whose service it is desirable to retain even at such sacrifice. Failure on the part of an employee on leave to report promptly at its expiration, without good cause, shall be considered as a resignation.

Leave with pay for public health or safety duties of an emergency nature may be authorized by the Department Head upon approval of the Human Resources Director. Such leave will not be deducted from vacation or sick leave.

Section 4. Pregnancy and Parental Leave. A pregnant employee shall request in writing and with a physician's certificate that leave be granted at any time during the period of pregnancy and the period immediately following the birth.

This leave may be with pay if the employee has sufficient accrued sick leave and/or vacation leave to be allocated as per the employee's directions. Otherwise, the leave will be without pay. It is the responsibility of the employee to obtain a doctor's statement within four (4) weeks following the birth which certifies the date the employee is physically able to return to work.

Parental leave for bonding after the birth or adoption of a child may be granted pursuant to the provisions of the Family and Medical Leave Act of 1993.

Section 5. Absence Without Leave. Any unauthorized absence of an employee from duty shall be deemed to be an absence without pay and may be made grounds for disciplinary action by the Department Head. In the absence of such disciplinary action, any employee who absents himself for three (3) or more days without authorized leave shall be deemed to have resigned. Such absence may be excused, however, by the Department Head by a subsequent grant of leave with or without pay where extenuating circumstances are found to have existed.

Section 6. Leaves of Absence. All leaves of absence must be requested in writing to and approved by the Department Head in advance of leave being taken. Exceptions may be made in an emergency.

ARTICLE 26 - ATTENDANCE IN COURT, CONFERENCES AND OTHER MEETINGS

If an employee is required to attend a court hearing or other meeting directly related to official duties, other than Union activities, during off-duty periods, he shall be compensated at a minimum of two (2) hours at straight time or one and one-half (1 ½) times the number of hours for actual time in attendance, whichever is greater.

ARTICLE 27 - WAGES

Reference to Rules in this Article shall mean the Rules of Lancaster County, Nebraska, as they are now in existence or as they may be changed in the future by the County Board as per the provisions of Nebraska Revised Statutes, Sections 23-2517 to 23-2533 (Reissue 2007).

Section 1. The scale of wages for job classifications covered by this Agreement shall be prescribed by a resolution adopted by the County Board which shall be in accord with Appendix "A" so far as said resolution relates to job classifications covered by this Agreement. Wages as set forth in Appendix "A" become effective August 18, 2016 and reflects a two and one-quarter percent (2.25%) increase. Said wages shall be increased by two and one-quarter percent (2.25%) effective August 17, 2017.

Section 2. Upon agreement between the bargaining committees of the County and the Union, the County through its Human Resources Director or other designated representative will take the necessary procedural steps mandated by statute for ratification of the Agreement and presentation of the Agreement to the County Board.

Section 3. Administration of the Compensation Plan shall be as provided in Rule 17, where such provisions do not conflict with this agreement or where this agreement is silent.

Section 4. Retirement: The County will provide a retirement plan as outlined in the following manner:

- A. Each status employee who is eligible to make contributions to the retirement plan will contribute five and two-tenths percent (5.2%) of his wages and the County will match with one hundred fifty percent (1.5) times the employee contribution.
- B. Each status employee who was hired after August 22, 2013 and is eligible to make contributions to the retirement plan will contribute six and one-half percent (6.5) of his wages and the County will match with one hundred percent (1.0) times the employee contribution.

Section 5. Shift Differentials. All employees who are regularly assigned to second and third shifts shall be paid an additional forty (40) cents per hour. The differential pay per hour shall be included as an addition to their current hourly rate.

For purposes of this Section 6, the following conditions shall apply:

- A. To be entitled to shift differential pay, an employee must work a majority of his regularly scheduled shift hours between 5:00 p.m. and 9:00 a.m.

- B. For purposes of computing any shift differential pay, "current hourly rate" shall mean the regular hourly rate set forth in Appendix "A", attached to this Agreement.
- C. For purpose of computing overtime pay, an employee shall receive his current hourly rate in addition to the corresponding differential pay.

ARTICLE 28 - TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

Temporary assignment out of class shall mean assignment to an out of class position which is temporarily vacant due to termination, resignation, leave of absence, or initial creation. In the event an employee is directed by management personnel to engage in work having substantially similar duties and responsibilities as those of another permanent position (classification) with a higher maximum salary (out of class work), that employee shall receive at least a step increase in pay during the period he is so engaged in that activity, provided the following is accomplished:

- A. The employee obtains written authorization to engage in the out of class work either prior to commencement of that activity or within twenty-four (24) hours of the commencement of the out of class work;
- B. The employee is authorized to perform the full range of duties of the out of class work, even though he may not actually perform the full range of duties during the term of that activity; and
- C. The employee must perform the out of class work eight (8) or more consecutive hours before being eligible for out of class pay. The employee shall then be compensated for the original eight (8) consecutive hours worked plus any additional consecutive hours he is engaged in the out of class work.

In the event an employee is performing out of class work and requests and receives approval for paid leave, such paid leave shall be compensated at the employee's rate of pay prior to the assignment of the out of class work.

Examples of out of class pay are for demonstrative purposes, and are not inclusive of all instances when out of class pay may be paid to an employee.

Examples of out of class pay might include an employee working four (4) hours out of class at the end of a shift, returning to work the next day and working an additional four (4) hours out of class. In this example, the employee would be paid out of class pay for the eight (8) consecutive hours of work.

In another scenario, an employee may be assigned to perform out of class work for an eight (8) hour work day. The beginning of the following work day the employee is assigned and performs two (2) hours of out of class work resulting in ten (10) consecutive hours of out of class work. The employee would be paid ten (10) hours of out of class pay in this example.

Exceptions to this Article for receipt of out of class pay may be made or approved by the Human Resources Director.

ARTICLE 29 - INSURANCE

Section 1. Health Insurance. The County shall maintain a group health insurance policy. The County shall have the sole discretion to contract annually with one or more carriers on any terms of this coverage.

The County shall contribute ninety-five percent (95%) of the carrier single premium cost, eighty-five percent (85%) of the carrier 2/4 premium cost, and eighty-five percent (85%) of the carrier family premium cost.

Section 2. Dental Insurance. The County agrees to provide a comprehensive dental program. The County will pay eighty-five percent (85%) of the monthly premium for Dental Insurance for single coverage. The employee will pay the remaining fifteen percent (15%) of the premium. The County will pay seventy-five percent (75%) of the monthly premium for Dental Insurance for 2/4 party and family plans. The employee will pay the remaining twenty-five percent (25%) of the premium.

Section 3. Life Insurance. The County will pay the full premium on \$30,000 group term life insurance coverage for the employee upon adoption of the addendum to the present Guaranteed Mutual Life Insurance contract. Additional coverage and dependent coverage may be purchased and the employee will pay one hundred percent (100%) of the monthly premium.

ARTICLE 30 - EYEGLASS REPLACEMENT

An employee whose eyeglasses are broken or lost in the performance of duty shall submit a written report before the end of his duty shift explaining what caused said glasses to break. The County shall provide safety lens, scratch resistance and tinting as requested by the employee as replacement lens. Replacement frame cost shall not exceed two hundred fifty (\$250) dollars.

ARTICLE 31 - RETENTION OF BENEFITS

Any and all current privileges and benefits enjoyed by the employees prior to the date of this Agreement will not be denied them because of the execution of this Agreement unless the parties, through collective bargaining, mutually agree to change or have specifically waived any of these privileges.

ARTICLE 32 - SAVINGS CLAUSE

Section 1. If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2. Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE 33 - UNION BARGAINING COMMITTEE

Section 1. The Union bargaining committee will include not more than five (5) employees of the County. It may also include two (2) non-employee representatives of AFSCME Local 2468, AFL-CIO. The Union will provide Human Resources with the names of its employee representatives on the bargaining committee in writing.

Section 2. There will be no discrimination against any employee because of his duties as a Union Official, Steward, or Committee Member.

Section 3. Employee members of the bargaining committee will be paid by the employer for time spent in negotiations with management, a cumulative total of fifty (50) straight time hours that they would otherwise have worked their regular schedule. None of the time spent in negotiations shall be used to compute hours worked for overtime compensation.

ARTICLE 34 - INFECTIOUS DISEASE

Section 1. The County, through its Health Department, will establish a list of positions in the County which are at risk for exposure to Hepatitis B. Once risk is established, the County shall, at the County's expense, offer vaccinations for Hepatitis B to those employees in the positions identified as being at risk. The County will provide the employees with educational material and, after the employee has completed the education phase, the employee may accept or reject the vaccination.

Section 2. The County recognizes the risk of exposure to contagious diseases of employees. Therefore, the County will annually provide voluntary influenza vaccinations for all County employees. It shall be the responsibility of the County to develop, implement and manage this program.

ARTICLE 35 - LICENSES AND CREDENTIALS

In the event that an employee is required to maintain a license or other credential pursuant to the qualification requirements in their job description, each Department Head shall maintain a record of the status of the license or credential, and the dates for required renewals. The status of an employee's license or credential shall also be reviewed with the employee during the employee's annual evaluation.

ARTICLE 36 – SAFETY BOOTS

Section 1. The County shall provide a method by which employees in designated classifications can obtain approved safety footwear (safety boots) that is either ANSI or ASTM approved. Only ANSI Z41 PT-1999, ANSI Z41-1991, or ASTM F2412-05 (compliant with 29 CFR 1910.136) are required. The County will provide \$125.00 per designated employee per contract. Designated classifications are as follows:

CLASS CODE	CLASS TITLE
9811	ENGINEERING AIDE I
9812	ENGINEERING AIDE II
9851	ENGINEERING TECHNICIAN I

Section 2. Replacement footwear will be at the discretion of the director or his/her designee after reviewing the condition of the employee's footwear including cases in which an employee's safety boots are damaged on the job either in a single event or over time such that the boots are rendered inadequate for proper protection. When required by the department director, employees who have received such boots or allowance shall wear such safety boots while engaged in work. Not wearing required safety boots may be the basis for disciplinary action.

ARTICLE 37 - DURATION

Section 1. This Agreement shall be effective as of the 18th day of August, 2016, and shall remain in full force and effect until August 15, 2018.

This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than April 1 of the expiration year of said agreement, that it desires to modify this Agreement in any part thereof. In the event such notice is given, negotiations shall not begin later than May 1 of that year. Prior to the first meeting, all proposals in completed form must be submitted to the county by the Union, and to the Union by the County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2016.

LOCAL NO. 2468, AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES,
AFSCME, AFL-CIO

LANCASTER COUNTY, NEBRASKA

WITNESSES

COUNTY COMMISSIONERS

COUNTY CLERK

APPROVED AS TO FORM THIS _____
DAY OF _____, 2016.

LANCASTER COUNTY ATTORNEY

APPENDIX "B"

Employees in the following departments will not be included in the bargaining unit:

1. All County Board of Commissioner Office employees.
2. All County Attorney Department employees.
3. All Public Defender Department employees.

In addition, employees in certain positions in selected classifications will not be included in the bargaining unit.

1. Confidential secretaries to Department Heads.
2. All employees in the unclassified service.
3. All professional employees.
4. All supervisors (as distinguished from lead men or crew leaders).
5. All part-time employees scheduled to work less than twenty (20) hours per week.
6. All employees holding the following appointments: entrance probationary, provisional, emergency, temporary, intermittent