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Union AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

Local 2468

Occupations Represented
Multiple occupations represented

Bargaining Agency County of Lancaster

Agency industrial classification (NAICS):

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BeginYear 2001 **EndYear** 2003

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Notes

Contact

Full text contract begins on following page.

AGREEMENT

between

County of Lancaster

and

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

2001-2003

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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 1983).
- 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 Personnel Officer. Approval shall not be unreasonably denied.

Section 6. The Union president and/or his designated representative may be granted up to sixteen (16) hours pay per year or a maximum of two (2) representatives with eight (8) 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 Personnel Officer 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 Personnel Officer 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 and their assigned areas 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, chief steward, or the president 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 or the Department Head's designated representative; provided however, the Department Head shall not unreasonably withhold approval. It is understood that the chief steward or the Union President may substitute for the shop steward at any hearing in the grievance procedure.

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 withhold approval.

In the event the employee waives his right in writing to have a Union representative present, it shall not be necessary that a Union representative be present. Upon being so advised, the Department Head shall immediately transmit a copy of the waiver to the Union President.

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 one and one-half (1 ½) hours per grievance but not to exceed a total of three (3) 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 Board hearing shall be paid for time spent during his regular shift at his regular rate.

The Union president 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, chief 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 twenty-one (21) stewards shall be allowed. They shall be assigned as needed.

Section 6. The County agrees to provide new employees, in the County New Employee Packet, written material (approved by the Personnel Officer) regarding AFSCME Local 2468, as may be made available to the County.

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 Personnel Officer 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 Personnel Officer 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 Personnel Officer 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 Personnel Officer 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 Personnel Officer 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. Lancaster Manor, 1001 South Street
- C. Shop areas
 - 1. Roca
 - 2. Waverly
 - 3. Lincoln
 - 4. Sprague
 - 5. Raymond
- D. Mental Health
 - 1. Community Mental Health Center
- E. Juvenile Detention Center

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 Personnel Officer 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 personnel officer 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.

ARTICLE 8

DEPARTMENT OR AGENCY WORK RULES

Section 1. Department rules and regulations shall be posted on department bulletin boards ten (10) working days prior to their effective date, except in emergency situations where the County shall make a reasonable effort to notify employees. Referring to Article 6, Section 2 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, supercedes the Rules and department or agency rules, regulations and policies.

Section 2. Each Local 2468 Executive Board Member shall be provided with and each employee shall have work area access to a current copy of the Rules. Executive Board members will be added to the mailing list for revision of the Rules as they occur. Annually, one copy of the current updated policy Rules will be provided in addition to the mailing of revisions. As a matter of record, an up-to-date list of Local 2468 Executive Board Members shall be on file in the Personnel Department.

ARTICLE 9

PRODUCTIVITY

The parties recognize that delivery of essential County services in the most efficient and effective manner is a common goal of the County and the Union. Individual effectiveness and productivity may be maintained and improved through orientation, primary function training, maintenance of attendance, and performance review. Management effectiveness and efficiency of operations may be maintained and improved through management training and performance review.

It shall be a combined effort of the County and the Union to obtain the ability to achieve maximum yield out of allocated resources by effective management and measurement, cross-training, achievement-oriented employees and supervisors and utilization of modern technology.

The Union will support and assist in the implementation of methods of increasing department productivity and maintaining safe work places. The County will endeavor to develop policies with Union assistance to increase department productivity, maintain safe work places and otherwise increase and maintain the morale of employees.

Upon the request of the employee, the employee's supervisor shall within a reasonable period of time inform the employee of his strengths and/or weaknesses in relationship to the employee's performance on the job.

ARTICLE 10

LABOR MANAGEMENT COMMITTEE

Section 1. To insure 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 11

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, Personnel 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 Personnel Officer.

ARTICLE 12

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.

ARTICLE 13

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 14

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 15

PERSONNEL FILE

An employee or his designated representative with written authorization shall upon request be permitted to examine his personnel file in the Personnel 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 16

SENIORITY

Section 1. Seniority means the total months of continuous service with the County since the last date of hire.

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.

The Personnel Department will on a quarterly basis provide the AFSCME Local 2468 president with a list of names and classifications of all newly hired employees to be represented by the bargaining unit on a department basis. The Union will keep the lists confidential.

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 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 .75 points for each year of service rounded up to the next full year on each job rating for promotion on a 100 point scale or less. 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 17

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.

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 Personnel Officer.

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 Personnel Officer 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 Personnel Officer 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 Personnel Officer.

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 18

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.

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 Personnel Department. Employees on the layoff list shall be responsible for making their current address available to the City-County Personnel Office. 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 step 6 of the lower pay grade, the employee will be paid at step 6 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.

ARTICLE 19

DISCHARGE AND DISCIPLINE

Section 1. Disciplinary action shall consist of written warning, written reprimand, suspension, demotion and dismissal. A Department Head may suspend, demote or dismiss an employee for just cause. Written warnings may not be grieved or appealed, however, an employee who receives a written warning may make a written rebuttal to be added to the Personnel file. Provisions for disciplinary actions should be limited to those listed above. Other solutions may be obtained through mutual consent by management, the Union and the employee.

At any meeting that may result in disciplinary action, the employee has the right to have legal counsel or a Union steward present. The employee may waive their right to representation under this section in writing. The Union will provide a waiver form for the employee's convenience (see Appendix C).

Management reserves the right to investigate employee conduct, potential violations of rules and/or standards of employment. Whenever a Department Head has information that may be cause for suspension without pay, dismissal or involuntary demotion, as soon as possible the employee shall be entitled to 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. The employee may waive their right to representation under this section in writing. The Union will provide a waiver form for the employee's convenience. (See Appendix C.)

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 a reasonable time 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.

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 grieve the reprimand directly to the Personnel Officer or his designated representative. The grievance shall be presented within fifteen (15) working days of receipt of the reprimand. The response to the grievance shall be in writing and shall be issued within fifteen (15) working days of receipt of the grievance. The written decision on the grievance shall be final and binding upon the parties to the grievance. The grievance procedure as outlined in Article 20 shall not apply to this Section. The employee may present a written rebuttal to the final decision regarding the grievance within fifteen (15) working days of date of decision which shall be attached to and become a part of the file pertaining to the grievance. The rebuttal shall be delivered to the Personnel Department and a copy transmitted by the Personnel Department to the Department Head who wrote the reprimand.

Section 3. Written reprimands, written warnings and rebuttals or explanations thereof shall be removed from an employee's personnel file, including such files within a Department, one year after the filing thereof provided there is a written request for removal from the affected employee and further provided there have been no additional disciplinary actions taken against the employee for the same or similar violations.

Suspensions shall be removed from an employee's personnel file, including such files within a Department, five (5) years after the filing thereof provided there is a written request for removal from the affected employee and further provided there have been no additional disciplinary actions taken against the employee for the same or similar violations.

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 Personnel Officer 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 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 Personnel Officer 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 20 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 20

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 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.

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 Personnel Officer 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 decision of the Board concerning a grievance shall be made within fifteen (15) working days of the final hearing and reduced to writing, including both findings and decisions, and it shall be filed with the Personnel Officer with a copy to the Department Head, the subject employee and the Union President.

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 Personnel Officer 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 decision of the Board shall be made within fifteen (15) working days of the final hearing and reduced to writing, including both findings and decisions, and it shall be filed with the Personnel Officer with a copy to the Department Head, the subject employee and the Union President.

ARTICLE 21

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.

Section 4. 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 5. Shift assignments will be granted according to work needs and, when possible, employee preference.

Section 6. 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 7. Work schedules showing the employee's shifts, work days, and hours shall be posted on all department bulletin boards at all times.

Section 8. 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 9. 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 10. 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.

ARTICLE 22

OVERTIME

Section 1. 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. 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 twenty (20) hours.

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

Section 6. Lancaster Manor - An overtime sign-up sheet will be posted quarterly (September 1, December 1, March 1, June 1) for five (5) calendar days for employees to sign indicating a desire to work overtime. Upon completion of the sign-up, employees will be listed in order of total County seniority. An employee may elect to have his name added to the sign-up list upon completion of thirty (30) days employment. Seniority, however, will determine the position of the employee on the sign-up list.

As an overtime requirement is developed, the most senior employee on the sign-up list will be offered overtime provided that the employee possesses the skills and abilities necessary to perform the duties of the job. If the employee declines the offer, overtime will be offered to the second most senior employee. Assuming that the second most senior employee accepts the overtime, and a new overtime requirement is developed, the most senior employee will be offered overtime. If the offer is again declined, the third most senior employee will be offered overtime. The procedure repeats itself as the supervisor works through the list on the basis of seniority. Each employee on the list is thus insured an opportunity to work overtime.

When the list has been exhausted and no employee has accepted the offer of overtime, the seniority list will be called starting with the least senior employee. Overtime then becomes mandatory for the first employee contacted. If the employee refuses to work overtime, the

next employee contacted will be directed to work overtime. The supervisor will work the seniority list in reverse order until the overtime requirement is satisfied. In the event a new overtime requirement is developed and the sign-up list is exhausted, the supervisor will contact the employee on the seniority list whose name is directly above the individual who satisfied the previous overtime requirement. The person so contacted will be directed to work overtime. The procedure repeats itself as the supervisor works through the seniority list.

To preclude an employee from continuously refusing to work mandatory overtime, three (3) instances of refusal within a six (6) month period will result in the issuance of a letter of reprimand. The six (6) month period begins with the posting of the September 1, 1990, sign-up sheet. At the end of six (6) months, the employee's record as to refusals to work overtime will be destroyed. This, however, does not apply to the letter of reprimand which has become a part of the employee's official personnel file. A new record of employee refusals will then be established concurrent with the posting of the March 1 sign-up sheet.

The above criteria will apply only when overtime is available in blocks of four (4) hours or more and will not apply to extensions of duty shifts.

ARTICLE 23

HOLIDAYS AND LEAVES OF ABSENCE

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 three (3) noncumulative personal holidays to all eligible employees. The personal holidays may be taken at any time during the contract year provided the day selected by the employee has the prior approval of the Department Head.

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.

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 on the regular work days immediately before and after the holiday.

Any holiday listed in Section 1 of this Article falling within a vacation period shall not be considered working days in determining a vacation period.

Section 5. 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.

Section 6. 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-eight (168) hours per year.
- E. After twenty (20) years of service — At the factored hourly equivalent of one hundred eighty-four (184) 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.

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

When an employee at Lancaster Manor requests vacation in blocks of sixteen (16) hours or more, at least two (2) weeks in advance, and it is approved by the Department Head, the employee is not responsible for finding his replacement.

Section 7. Sick Leave. Sick Leave shall be earned at the factored hourly equivalent of four (4) hours per pay period of service. Accumulation of sick leave credit shall not exceed one thousand eight hundred seventy-two (1872) 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 fifty percent (50%) of accumulated sick leave (distributed as one-third cash and two-thirds PEHP). 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.

Sick leave shall not accrue during any period of absence without pay. Sick leave shall be earned but not granted during the first six (6) months of employment.

An employee eligible for sick leave with pay may use such sick leave for absence due to illness, non-work related injury, exposure to contagious disease.

An employee may use forty (40) hours from his sick leave balance for illness in the immediate family. Immediate family is defined to be spouse, child, parent, stepparent, sister, brother and employee's grandparents. 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.

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.

The County agrees to pay an employee who voluntarily separates from employment after fifteen (15) consecutive years of service with Lancaster County fifty percent (50%) 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-third () cash and two-thirds () PEHP.

An employee who is absent because of sickness shall inform his immediate supervisor 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; such certificates shall be transmitted to the Personnel Officer with the report of sick leave for entry in the employee's records.

Sick leave may be denied when the County has facts showing that an employee is abusing sick leave.

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.

It is mutually agreed that it is the responsibility of the Union and the County to monitor sick leave usage. When either party feels that an employee is excessively using or abusing sick leave, that party shall notify the other. It shall then become the responsibility of the Union to counsel that employee in an effort to avoid possible disciplinary action.

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.

The County will institute a sick leave incentive based on individual usage during the calendar year beginning with the first pay period of 2002 and the first pay period of each calendar year thereafter. For each employee whose sick leave usage is sixteen (16) hours or less during the calendar year, the County will pay an additional twelve (12) hours in the employee's PEHP premium account. For each employee whose sick leave usage during the calendar year is more than sixteen (16) hours but equal to or less than twenty-four (24) hours, the County will pay an additional eight (8) hours in the employee's PEHP premium account. This payment would happen the first pay period in February at the employee's current hourly rate.

Section 8. 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) calendar 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.

Section 9. 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 10. 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 11. 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.

Leave of absence without pay may be granted status employees by a Department Head. The Personnel Officer must be notified of leaves in excess of thirty (30) calendar days.

A Department Head, with approval of the Personnel Officer, 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 Personnel Officer. Such leave will not be deducted from vacation or sick leave.

Section 12. 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 13. Leave of Absence Without Pay to Accept Appointment in the Unclassified Service. An employee may be granted leave without pay from his status position to accept appointment to a position in the unclassified service. The employee may return to a comparable position for which he has status at any time and shall be entitled to receive the rate of salary of the previously held classified position he would have received had he not left to serve in the unclassified position. In the event the rate paid in the position to which he was returned is below the top rate of the grade, he shall be entitled to advance in accordance with Rule 19.9 without change in anniversary date.

Section 14. 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 15. 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, the 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.

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.

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.

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 24

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 25

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 1983).

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 23, 2001 and reflect a four and one-half percent (4.5%) increase (plus modifications to specified class pay grades) and increase by five percent (5%) effective August 22, 2002.

Section 2. Upon agreement between the bargaining committees of the County and the Union, the County through its Personnel Officer 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 18, Subsections 1 through 4.

Section 4. In addition to an employee's base salary, each employee shall annually receive longevity pay based upon the total length of continuous service with the County. Such pay shall be effective beginning with the first full pay period following completion of the specified years of service. Payment shall be made on a prorated basis on each regular pay day. Part-time employees shall receive longevity pay based upon the total hours worked in each pay cycle.

COMPLETED YEARS OF SERVICE	ANNUAL PAY	HOURLY PAY
5 Years (Beginning 6th Year)	\$ 245.44	\$.118
10 Years (Beginning 11th Year)	\$ 386.88	\$.186
15 Years (Beginning 16th Year)	\$ 640.64	\$.308
20 Years (Beginning 21st Year)	\$ 900.64	\$.433
25 Years (Beginning 26th Year)	\$1,000.48	\$.481

There shall be no retroactivity or accumulative building on top of the previous longevity rate.

Section 5. Retirement: The County will provide a retirement plan as outlined in the following manner:

Effective January 1, 1996, and each year thereafter, 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.

The adoption of this section is contingent upon the favorable letter of determination by the United States Internal Revenue Service, which will continue the pre-tax status. A non-favorable opinion will void this section.

Section 6. All employees who are regularly assigned to second and third shifts shall be paid an additional twenty-three (23) cents per hour. The differential pay per hour shall be included as an addition to their current hourly rate.

Lancaster Manor Only: Employees of Lancaster Manor who actually work on Saturday and/or Sunday will receive an additional seventy-five (75) cents per hour. Both shift and weekend differential pay per hour shall be included as part of the employee's current hourly rate.

Lancaster Manor Only: All employees who are regularly assigned to second and third shifts shall be paid an additional forty-five (45) cents per hour. The differential pay per hour shall be included as an addition to their current hourly rate, and any other hourly amount for which they may qualify under this section.

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. An employee whose regularly scheduled shift entitles him to shift differential pay shall receive the shift differential pay as a part of his current hourly rate for leaves of absence including vacation, sick leave, holiday pay and funeral leave.
- D. For purpose of computing overtime pay, an employee shall receive his current hourly rate in addition to the corresponding differential pay.

Section 7. An employee will be paid at their regular rate of pay to take the initial Commercial Drivers License examination one time (each of the three phases). Time off with pay for repeat examination will be at the Department Head's discretion. The County will reimburse an employee the difference in cost between a regular drivers license and a Commercial Drivers License, when the employee's position requires a Commercial Drivers License, and only when that license is renewed.

Section 8. Post Employment Health Program (PEHP). The PEHP will be considered by both parties as part of the total compensation for computation of wages and benefits. Beginning with this Agreement, the County will contribute for each eligible employee the amount of

\$25.00 per pay period. If any contribution is an amount other than an equal dollar amount per eligible employee, that contribution will be deposited in the eligible employee's Premium Payor Account, otherwise the equal contribution per eligible employee will be deposited in the eligible employee's Universal Payor Account pursuant to the terms and conditions of the PEHP Plan.

ARTICLE 26

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 Personnel Director.

ARTICLE 27

INSURANCE

Section 1. Health Insurance. The County shall maintain a group health insurance policy. The County shall contract annually with one or more carriers to provide this coverage.

Effective January 1, 2002, the County shall contribute one hundred percent (100%) 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.

All retired members of the bargaining unit may participate in the Group Health Insurance program for active County employees until age sixty-five (65), provided that each retiree so desiring will execute the required forms in a timely fashion, and further provided that each retiree will be required to pay the full monthly premium at the then current rates subject to any rate increases which may occur from time to time. Such payments will be made by the retiree to the insurance carrier.

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

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 28

EYEGLOSS REPLACEMENT

An employee whose eyeglasses are broken 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 as replacement lens. Replacement frame cost shall not exceed one hundred fifty dollars (\$150). Repair or replacement of frames shall be determined by the County.

ARTICLE 29

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 30

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 31

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 Personnel 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 32

INFECTIOUS DISEASE

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.

Further, the County recognizes the risk of exposure to contagious diseases of both employees and residents of Lancaster Manor. Therefore, the County will annually provide (1) mandatory tuberculosis screening to all Lancaster Manor employees, and (2) voluntary influenza vaccinations for all Lancaster Manor employees. It shall be the responsibility of the County to develop, implement and manage this program.

ARTICLE 33

DURATION

Section 1. This Agreement shall be effective as of the 23rd day of August, 2001, and shall remain in full force and effect until the beginning of the first pay period in September, 2003.

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, 2003, 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, 2003. 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.

Section 2. In the event either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date, which shall not be before the expiration date set forth above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ___ day of _____, 2001.

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 _____, 2001.

LANCASTER COUNTY ATTORNEY

APPENDIX A

NEBRASKA REVISED STATUTES--ANNOTATED CHAPTER 23. COUNTY GOVERNMENT AND OFFICERS ARTICLE 25. CIVIL SERVICE SYSTEM

Sections 23-2517 to 23-2533 (Reissue 1991)

Sec. 23-2517. Purpose of sections.

The general purpose of sections 23-2517 to 23-2533 is to establish a system of personnel administration that meets the social, economic, and program needs of county offices. This system shall provide means to recruit, select, develop and maintain an effective and responsive work force, and shall include policies and procedures for employee hiring and advancement, training and career development, position classification, salary administration, fringe benefits, discharge and other related activities. All appointments and promotions under the provisions of sections 23-2517 to 23-2533 shall be made based on merit and fitness.

Source: Laws 1974, LB 995, Sec. 1.

Sec. 23-2518. Terms, defined.

As used in sections 23-2517 to 23-2533, unless the context otherwise requires:

(1) Appointing authority shall mean elected officials and appointed department directors authorized to make appointments in the county service;

(2) Board of county commissioners shall mean the board of commissioners of any county with a population of one hundred fifty thousand to three hundred thousand inhabitants;

(3) Classified service shall mean the positions in the county service to which sections 23-2517 to 23-2533 apply;

(4) County personnel officer shall mean the employee designated by the board of county commissioners to administer sections 23-2517 to 23-2533;

(5) Department shall mean a major functional unit of the county government headed by an elected official or established by the board of county commissioners;

(6) Deputy shall mean an individual who serves as the first assistant to and at the pleasure of an elected official; and

(7) Elected official shall mean an officer elected by the popular vote of the people and known as the superintendent of schools, county attorney, public defender, sheriff, treasurer, clerk of the district court, register of deeds, county clerk, assessor, and the surveyor.

Source: Laws 1974, LB 995, Sec. 2.

Sec. 23-2519. County service; classified and unclassified service, defined; exemptions.

The county service shall be divided into the classified service and the unclassified service. All officers and positions of the county shall be in the classified service unless specifically designated as being in the unclassified service established by sections 23-2517 to 23-2533. All county employees who have permanent status under any other act prior

to the passage of such sections shall have status under such sections without further qualification. Positions in the unclassified service shall not be governed by such sections and shall include the following:

- (1) County officers elected by popular vote and persons appointed to fill vacancies in such elective offices;
- (2) The county personnel officer and the administrative assistant to the board of county commissioners;
- (3) Bailiffs;
- (4) Department heads and one principal assistant or chief deputy for each county department. When more than one principal assistant or chief deputy is mandated by law, all such positions shall be in the unclassified service;
- (5) Members of boards and commissions appointed by the board of county commissioners;
- (6) Persons employed in a professional or scientific capacity to make or conduct a temporary and special investigation or examination on behalf of the board of county commissioners;
- (7) Attorneys;
- (8) Physicians;
- (9) Employees of the division of public health and welfare and civil defense who are covered by the State Merit System; and
- (10) Deputy sheriffs.

Nothing in such sections shall be construed as precluding the appointing authority from filling any positions in the unclassified service in the manner in which positions in the classified service are filled.

Source: Laws 1974, LB 995, Sec. 3; Laws 1991, LB 117, Sec. 1.

Sec. 23-2520. Personnel office; created; county personnel officer; board; members; costs of administering.

There is hereby created a personnel office in the office of the board of county commissioners, the executive head of which shall be the county personnel officer. In such office there shall be a personnel policy board consisting of six members with powers and duties provided in sections 23-2517 to 23-2533. The board of county commissioners shall make appropriations from the general fund to meet the estimated costs of administering sections 23-2517 to 23-2533.

Source: Laws 1974, LB 995, Sec. 4; Laws 1987, LB 198, Sec. 1.

Sec. 23-2521. Personnel policy board; members; qualifications; appointment; term; removal; chairperson; meetings; quorum.

(1) The members of the personnel policy board shall be persons in sympathy with the application of merit principles to public employment and who are not otherwise employed by the county, except that the member employed by the county if serving on such board on May 6, 1987, shall continue to serve until the term of such member expires. No member shall hold during his or her term, or shall have held for a period of one year prior thereto, any political office or a position as officer or employee of a political organization.

(2) Two members of the board shall be appointed by the board of county commissioners, two members shall be appointed by the elected department heads, and two members shall be appointed by classified employees who are covered by the county personnel system.

(3) The first appointments made to the personnel policy board shall be for one, two, three, four, and five years. The board of county commissioners shall initially appoint members for terms of one and five years. The elected department heads shall initially appoint members for terms of two and four years. The classified employees who are covered by the county personnel system shall initially appoint a member for a term of three years. Within three months after May 6, 1987, the classified employees who are covered by the county personnel system shall initially appoint another member for a term of one year. Thereafter, each member shall be appointed in the same manner for a term of five years, except that any person appointed to fill a vacancy occurring prior to the expiration of a term shall be appointed in the same manner for the remainder of the term. Each member of the board shall hold office until his or her successor is appointed and qualified.

(4) The board of county commissioners and elected department heads may remove any member of the personnel policy board for neglect of duty or misconduct in office after first giving him or her a copy of the reasons for removal and providing for the member to be heard publicly before the commissioners and elected department heads. A copy of the charges and a transcript of the record of the hearing shall be filed with the county clerk.

(5) The personnel policy board shall elect a chairperson from among its members. The board shall meet at such time and place as shall be specified by call of the chairperson or the county personnel officer. At least one meeting shall be held quarterly. Four members shall constitute a quorum for the transaction of business. Board members shall serve without compensation.

Source: Laws 1974, LB 995, Sec. 5; Laws 1987, LB 198, Sec. 2.

Sec. 23-2522. Personnel policy board; powers; duties.

The powers and duties of the personnel policy board shall be:

(1) To review and make recommendations to the board of county commissioners on the personnel rules and regulations and any amendments thereto prior to the approval by the commissioners;

(2) To advise and assist the personnel officer on matters of personnel policy, administration, and practice;

(3) To cooperate with and advise the personnel officer in fostering interest and cooperation of institutions of learning and civic, professional, and employee organizations in the improvement of personnel standards and the development of high public regard for the county as an employer and for careers in the county service;

(4) To require the personnel officer to make or to make on its own initiative any investigation which it may consider necessary concerning the management of personnel in the county service;

(5) To review any grievance or case of disciplinary action of a classified service employee when appealed by such employee in accordance with approved personnel rules and regulations and issue a determination that is binding on all parties concerned;

(6) To issue subpoenas to compel the attendance of county employees as witnesses and the production of documents and to administer oaths, take testimony, hear proofs, and receive exhibits in evidence in connection with any of the powers and duties of such board. In case of a refusal to obey a subpoena issued to any county employee, the personnel policy board on its own motion, or a party to the proceedings, may make application to the district court of Lancaster County for an enforcement order, and any failure to obey such order may be punished by such court as contempt thereof;

(7) To make annual reports and recommendations to the board of county commissioners; and

(8) To perform such other duties as may be expressly set forth in sections 23-2517 to 23-2533 and in the regulations adopted pursuant thereto.

Source: Laws 1974, LB 995, Sec. 6; Laws 1987, LB 198, Sec. 3.

Sec. 23-2523. County personnel officer; appointment; qualifications.

The board of county commissioners shall appoint a county personnel officer who shall be a person experienced in the field of personnel administration and in known sympathy with the application of merit principles in public employment.

Source: Laws 1974, LB 995, Sec. 7.

Sec. 23-2524. County personnel officer; duties.

In addition to other duties imposed upon him by or pursuant to sections 23-2517 to 23-2533, it shall be the duty of the county personnel officer:

- (1) To apply and carry out the provisions of sections 23-2517 to 23-2533 and the rules and regulations adopted thereunder;
- (2) To attend meetings of the personnel policy board and to act as its secretary and keep minutes of its proceedings;
- (3) To establish and maintain a roster of all employees in the classified service, in which there shall be set forth as to each employee the class title, pay or status, and other pertinent data;
- (4) To appoint such employees of his office and such experts and special assistants as may be necessary to carry out effectively the provisions of sections 23-2517 to 23-2533;
- (5) To foster and develop, in cooperation with appointing authorities and others, programs for the improvement of employee effectiveness, including training, safety, health, counseling and welfare;
- (6) To encourage and exercise leadership in the development of effective personnel administration with the several county agencies, departments and institutions; and
- (7) To perform such other lawful acts as he may consider necessary or desirable to carry out the purposes and provisions of sections 23-2517 to 23-2533.

Source: Laws 1974, LB 995, Sec. 8.

Sec. 23-2525. County personnel officer; personnel rules and regulations for classified service.

The county personnel officer shall, with the assistance of two advisory groups, one of classified employees and one of department heads, prepare and submit to the personnel policy board proposed personnel rules and regulations for the classified service. He shall give reasonable notice thereof to the heads of all agencies, departments, county employee associations, and institutions affected thereby, and they shall be given an opportunity, upon request, to appear before the board and present their views thereon. The personnel policy board shall submit the rules and regulations for adoption or amendment and adoption by resolution of the board of county commissioners. Amendments thereto shall be made in the same manner. The rules and regulations shall provide:

- (1) For a single integrated classification plan covering all positions in the county service except those expressly exempt from the provisions of sections 23-2517 to 23-2533, which shall group all positions into defined classes containing a descriptive class title and a code identifying each class, and which shall be based on similarity of duties performed and responsibilities assumed, so that the same qualifications may reasonably be required and the same schedule of pay may be equitably applied to all positions in the same class. After the classification plan has been approved by the personnel policy board, the county personnel officer shall be responsible for the administration and maintenance of the plan and for the allocation of each classified position. Any employee affected by the allocation of a

position to a class shall, upon request, be given a reasonable opportunity to be heard thereon by the personnel policy board who shall issue an advisory opinion to the personnel officer;

(2) For a compensation plan for all employees in the classified service, comprising salary schedules, hours of work, premium payments, special allowances, and fringe benefits, considering the amount of money available, the prevailing rates of pay in government and private employment, the cost of living, the level of each class of position in the classification plan, and other relevant factors. Initial, intervening, and maximum rates of pay for each class shall be established to provide for steps in salary advancement without change of duty in recognition of demonstrated quality and length of service. The compensation plan and amendments thereto shall be adopted in the manner prescribed for rules and regulations and shall in no way limit the authority of the board of county commissioners relative to appropriations for salary and wage expenditures;

(3) For open competitive examinations to test the relative fitness of applicants for the respective positions. The rules and regulations shall provide for the public announcement of the holding of examinations and shall authorize the personnel officer to prescribe examination procedures and to place the names of successful candidates on eligible lists in accordance with their respective ratings. Examinations may be assembled or unassembled and may include various job-related examining techniques, such as rating training and experience, written tests, oral interviews, recognition of professional licensing, performance tests, investigations and any other measures of ability to perform the duties of the position. Examinations shall be scored objectively and employment registers shall be established in the order of final score. Certification of eligibility 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, but which also permits selective certification under appropriate conditions as prescribed in the rules and regulations;

(4) For promotions which shall give appropriate consideration to examinations and to record of performance, seniority and conduct. Vacancies shall be filled by promotion whenever practicable and in the best interest of the service, and preference may be given to employees within the department in which the vacancy occurs;

(5) For the rejection of candidates who fail to comply with reasonable requirements of the personnel officer in regard to such factors as physical conditions, training and experience or who have been guilty of infamous or disgraceful conduct, who are addicted to alcohol or narcotics, or who have attempted any deception or fraud in connection with an examination;

(6) Prohibiting disqualification of any person from taking an examination, from promotion or from holding a position because of race, sex, except where it constitutes a bona fide occupational qualification, or national origin, physical disabilities, age, political or religious opinions or affiliations, or other factors which have no bearing upon the individual's fitness to hold the position;

(7) For a period of probation not to exceed one year before appointment or promotion may be made complete, and during which period a probationer may be separated from his position without the right of appeal or hearing except as provided in section 23-2531. After a probationer has been separated, he may again be placed on the eligible list at the discretion of the personnel officer. The rules shall provide that a probationer shall be dropped from the payroll at the expiration of his probationary period if, within ten days prior thereto, the appointing authority has notified the personnel officer in writing that the services of the employee have been unsatisfactory;

(8) When an employee has been promoted but fails to satisfactorily perform the duties of the new position during the probationary period, he shall be returned to a position comparable to that held immediately prior to promotion at the current salary of such position;

(9) For temporary or seasonal appointments of limited terms of not to exceed one year;

(10) For part-time appointment where the employee accrues benefits of full-time employment on a basis proportional to the time worked;

(11) For emergency employment for not more than thirty days with or without examination, with the consent of the county personnel officer and department head;

(12) For provisional employment without competitive examination when there is no appropriate eligible list available. No such provisional employment shall continue longer than six months, nor shall successive provisional appointments be allowed;

(13) For transfer from a position in one department to a similar position in another department involving similar qualifications, duties, responsibilities and salary ranges;

(14) For layoff by reason of lack of funds or work or abolition of the position, or material change in duties or organization, for the layoff of nontenured employees first, and for reemployment of permanent employees so laid off, giving consideration in both layoff and reemployment to performance record and seniority in service;

(15) For establishment of a plan for resolving employee grievances and complaints;

(16) For hours of work, holidays and attendance regulations in the various classes of positions in the classified service, and for annual, sick and special leaves of absence, with or without pay, or at reduced pay;

(17) For the development of employee morale, safety and training programs;

(18) For a procedure whereby an appointing authority may suspend, reduce, demote or dismiss an employee for misconduct, inefficiency, incompetence, insubordination, malfeasance or other unfitness to render effective service and for the investigation and public hearing of appeals of such suspended, reduced, demoted or dismissed employee;

(19) For granting of leave without pay to a permanent employee to accept a position in the unclassified service, and for his return to a position comparable to that formerly held in the classified service at the conclusion of such service;

(20) For regulation covering political activity of employees in the classified service; and

(21) For other regulations not inconsistent with sections 23-2517 to 23-2533 and which may be necessary for its effective implementation.

Source: Laws 1974, LB 995, Sec. 9.

Sec. 23-2526. Personal service; classified service; certification of payrolls.

(1) No county personnel, fiscal or other officer shall make or approve or take any part in making or approving any payment for personal service to any person holding a position in the classified service unless the payroll voucher or account of such pay bears the certification of the county personnel officer or his authorized agent, in the manner he may prescribe, that the persons named therein have been appointed and employed in accordance with the provisions of sections 23-2517 to 23-2533 and the rules and regulations adopted hereunder.

(2) The county personnel officer may, for proper cause, withhold certification from a payroll any specific item or items thereon. The personnel officer shall provide that certification of payrolls be made each year and that such certification shall remain in effect except in the case of an officer or employee whose status has changed after the last certification of his payroll, in which case no voucher for payment of salary to such officer or employee shall be issued or payment of salary made without further certification by the personnel officer.

Source: Laws 1974, LB 995, Sec. 10.

Sec. 23-2527. Reciprocal agreements; county personnel officer; cooperate with other governmental agencies.

(1) Any county subject to sections 23-2517 to 23-2533 may enter into reciprocal agreements, upon such terms as may be agreed upon, for the use of equipment, materials, facilities, and services with any public agency or body for purposes deemed of benefit to the county personnel system.

(2) The county personnel officer, with the approval of the board of county commissioners, may cooperate with other governmental agencies charged with public personnel administration in conducting personnel tests, recruiting personnel, training personnel, establishing lists from which eligible candidates shall be certified for appointment and for the interchange of personnel and their benefits.

Source: Laws 1974, LB 995, Sec. 11.

Sec. 23-2528. Tenure.

(1) An employee in the classified service who has completed his probationary period shall have permanent tenure until he resigns voluntarily or is separated in accordance with the rules and regulations governing retirement, dismissal or layoff.

(2) An employee in the classified service with a probationary, provisional, temporary or emergency appointment shall have no tenure under that appointment and may be separated from employment by his appointing authority without any right of appeal except as provided in section 23-2531.

Source: Laws 1974, LB 995, Sec. 12.

Sec. 23-2529. Veterans preference; passing score.

Veterans preference shall be granted to all applicants who are otherwise eligible for employment and who request such preference on their applications. In order to receive preference, the veteran must submit a copy of his or her discharge papers and, for disability credit, proof from the United States Department of Veterans Affairs that the disability is at least ten percent. To the passing score of veteran candidates, ten points shall be added for a disabled veteran and five points for all other veterans.

Source: Laws 1974, LB 995, Sec. 13; Laws 1991, LB 2, Sec. 4.

Sec. 23-2531. Discrimination; prohibited; other prohibited acts.

(1) Discrimination against any person in recruitment, examination, appointment, training, promotion, retention, discipline or any other aspect of personnel administration because of political or religious opinions or affiliations or because of race, national origin or other nonmerit factors shall be prohibited. Discrimination on the basis of age or sex or physical disability shall be prohibited except where specific age, sex or physical requirements constitute a bona fide occupational qualification necessary to proper and efficient administration. The rules and regulations shall provide for appeals in cases of alleged discrimination to the personnel policy board whose determination shall be binding upon a finding of discrimination.

(2) No person shall make any false statement, certificate, mark, rating or report with regard to any test, certification or appointment made under any provision of sections 23-2517 to 23-2533 or in any manner commit or attempt to commit any fraud preventing the impartial execution of sections 23-2517 to 23-2533 and the rules and regulations promulgated pursuant to sections 23-2517 to 23-2533.

(3) No person shall, directly or indirectly, give, render, pay, offer, solicit or accept any money, service or other valuable consideration for or on account of any appointment, proposed appointment, promotion or proposed promotion to, or any advantage in, a position in the classified service.

(4) No employee of the personnel office, examiner, or other person shall defeat, deceive or obstruct any person in his right to examination, eligibility, certification or appointment under sections 23-2517 to 23-2533, or furnish to any person any special or secret information for the purpose of affecting the rights or prospects of any persons with respect to employment in the classified service.

Source: Laws 1974, LB 995, Sec. 15.

Sec. 23-2532. Federal merit standards; federal Hatch Act provisions; applicable to programs.

Whenever federal merit standards or the federal Hatch Act provisions are applicable to programs, the personnel policy board shall take such action as is necessary to assure that all personnel practices in those programs are in accordance with federal regulations, and those practices found not to be in compliance with such regulations shall not be implemented in those programs.

Source: Laws 1974, LB 995, Sec. 16.

Sec. 23-2533. Violations; penalty.

Any person who willfully violates any provision of sections 23-2517 to 23-2533 or of the rules and regulations adopted under sections 23-2517 to 23-2533 shall be guilty of a misdemeanor, and shall, upon conviction thereof, be fined not more than five hundred dollars, or be imprisoned in the county jail for not more than six months, or be both so fined and imprisoned.

Source: Laws 1974, LB 995, Sec. 17.

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

APPENDIX "C": Waiver of Representation

I am a member of the AFSCME Local 2468 bargaining unit and as such I recognize that I have certain rights.

I acknowledge that I am about to enter a meeting with Lancaster County management. The meeting will be for the purpose of investigating a matter involving or handing out discipline to me.

I recognize that I have the option of delaying the meeting and requesting that I be represented by a union steward or by the union attorney.

I freely and voluntarily waive my right to be represented in the meeting. In doing so, I realize that the outcome of the meeting could range from no disciplinary action up through termination of employment.

I understand that the purpose of this meeting is to discuss only matters relating to the following incident:

Employee Signature: _____

Date: _____