BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LANCASTER COUNTY, NEBRASKA

IMPLEMENTING LANCASTER COUNTY'S LAST BEST OFFER REGARDING CONTRACT NEGOTIATIONS WITH LOCAL 2468 OF THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO (AFSCME).	)	RESOLUTION NO. R-11-0064

WHEREAS, on or about May 26, 2011, Lancaster County, Nebraska began negotiations with Local 2468 of the American Federation of State, County, and Municipal Employees, AFL-CIO (AFSCME) for a collective bargaining agreement for the 2011/2012 contract year; and

WHEREAS, Lancaster County, Nebraska and Local 2468 of the American Federation of State, County, and Municipal Employees, AFL-CIO (AFSCME) have negotiated to impasse; and

WHEREAS, the Board of County Commissioners of Lancaster County, Nebraska, desires to ratify implementation of Lancaster County's last best offer in connection with negotiations with Local 2468 of the American Federation of State, County, and Municipal Employees, AFL-CIO (AFSCME).

WHEREAS, a copy of Lancaster County's last best offer is attached hereto, marked as Exhibit "A", and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Lancaster County, Nebraska, that Lancaster County, Nebraska declares an impasses in negotiations between Lancaster County, Nebraska, and Local 2468 of the American Federation of State, County, and Municipal Employees, AFL-CIO (AFSCME).

BE IT FURTHER RESOLVED, by the Board of County Commissioners of Lancaster County, Nebraska, that implementation of its last best offer as shown in Exhibit "A" is hereby ratified, effective the pay period beginning September 8, 2011.

DATED this ____ day of August, 2011, at the County-City Building, Lincoln, Lancaster County, Nebraska.

BY THE BOARD OF COUNTY COMMISSIONERS OF LANCASTER COUNTY, NEBRASKA

APPROVED AS TO FORM
this 30 day of
August, 2011.

for JOE KELLY
County Attorney

EXHIBIT "A"

AGREEMENT

between

County of Lancaster

and

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

~~2008-2011~~2011-2012

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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,~~ paid time to attend educational conferences and seminars mutually agreed upon by the Department Head and the Union. This paid time shall be a part of the total Union hours outlined in Article 3, Section 7. 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, their assigned areas, telephone number where they may be contacted and shall keep a list current at all times. Alternate stewards may be appointed by the Local Union President to serve in the absence of the regular stewards.

Section 2. When requested by an employee, either a steward, 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 or attending predisciplinary meetings will be paid their regular hourly rate for such time used~~, up to a maximum of one and one-half (1½) hours per grievance but not to exceed a total of three (3) hours per week~~. The paid time used shall be deducted from the Union time allowance in Section 7 of this Article. All stewards will be considered on a regular eight (8) hour shift as far as grievance pay is concerned. A steward who spends time representing an employee at a Personnel Policy Board hearing shall be paid for time spent during his regular shift at his regular rate.

The Union president 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.

Section 7. Union will be provided with a paid time bank of 200 total hours per year to conduct Union business under Article 2, Article 3 and Article 34. The cumulative time used by Union employees, stewards, chief stewards an Union Officers to conduct union business under Article 2, Article 3, and Article 34 will be deducted from the Union paid time bank. The cumulative hours used by Union employees, stewards, chief stewards and Union Officers to conduct union business under Article 2, Article 3, and Article 34 that are in excess of 200 hours shall not be paid time. Notice of the type of and use of this leave must be given to the employee's Department, in advance, in order to ensure appropriate staffing. Paid time bank hours remaining at the end of a contract year cannot be carried over into the next contract year.

ARTICLE 4

CHECK OFF

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

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

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

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

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

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

ARTICLE 5

BULLETIN BOARDS

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

A. County-City Complex
   1. County-City Building
   2. Hall of Justice
   3. Corrections Department

~~B. Lancaster Manor, 1001 South Street~~

~~C~~B. Shop areas
   1. Roca
   2. Waverly
   3 Lincoln
   4 Sprague
   5 Raymond

~~D~~C. Mental Health
   1. Community Mental Health Center

~~E~~D. Youth Services 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.

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

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 1 point for each year of service rounded up to the next full year on each job rating for each promotional position the employee applies for. In consideration of promotions, the County will not deduct for any leaves of absence for less than a six month period. In addition, all part time employees will be given full credit. In granting promotions, appropriate consideration will be given to relevant examinations, record of performance, seniority and conduct. Vacancies shall be filled by promotion whenever practical and in the best interest of the service, and preference may be given to employees within the department in which the vacancy occurs.

ARTICLE 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.

When a promotional position is posted internally, the County Personnel Officer shall administer a competitive examination which shall be open to all employees of the County who meet the necessary requirements and who are serving in an appropriate class as determined by the Personnel Officer.

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

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

A Department Head may transfer an employee from a position of a class to another position of the same class within his organizational unit. Two (2) Department Heads may transfer an employee from a position of a class to another position in the same class between their respective organizational units upon mutual agreement, including the employee's, and with a report to the 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. Furthermore, when an employee in a classification in a Department has been laid off, the Department shall not hire any provisional, part-time, temporary, seasonal, intermittent, emergency, on-call or probationary employees to conduct any work that was previously conducted in that classification for a one (1) year period from the date of layoff unless the County has first attempted to recall all laid off employees in such class, pursuant to this Article.

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

Section 4. The names of status employees who have been laid off shall be placed on a layoff list, and shall be eligible for recall for a period of one (1) year, and the County shall rehire in the reverse order of layoff. A laid off employee subject to recall who is employed elsewhere shall not be required by the County to report until after the expiration of two (2) weeks from the date of the notice. If such employee is not employed elsewhere, he shall be required to report to work at the beginning of the next pay period following recall. The County shall provide employees subject to recall with written certified notice of recall mailed to their last known address on record in the 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 the maximum of the lower pay grade, the employee will be paid at the maximum of the lower pay grade.

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

Section 8. Employees displaced by the elimination of jobs through consolidation (combining of two jobs or more), the installation of new equipment or machinery, the curtailment or replacement of existing facilities or for any other reason, shall

be permitted to exercise their seniority rights to bump into another position in their class family in their Department for which they are qualified.

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

(b) An employee who is laid off, and is later recalled within one (1) year, shall have available upon his/her return such unused sick leave accrual as he/she may have earned up to the time of his/her departure (Article 24, § 1. K). Further, accrual rates for vacation and sick leave will be established at the level based upon the revised service time set forth in subsection (a) above. An employee who is recalled, is eligible for enrollment in the health, dental and life insurance programs without waiting periods and reinstatement in the retirement plan at the percentage of vesting at the time of layoff.

ARTICLE 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. Just cause shall be defined as a cause which a reasonable employer, acting in good faith, would regard as good and sufficient reason for the level of discipline issued against the employee for the infraction that led to the disciplinary action, as distinguished from arbitrary whim or caprice. In informing an employee of proposed discipline, the County can refer to the Lancaster County Personnel Rules to set forth the basis for the proposed discipline.

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 and/or a Union steward present. The employee may only 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 only 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. Additionally, the parties acknowledge that full-time employees are not guaranteed an eight (8) hour work day and a forty (40) hour or five (5) day work week, and employees' regular work schedules may be for less than an eight (8) hour work day and less than a forty (40) hour or five (5) day work week. The parties agree that a Department Head has the management right pursuant to Article 6, Section 2 (C), (F), and (H) of the Agreement to change employees' regular work schedules from an eight (8) hour work day and a forty (40) hour or five (5) day work week to a less than an eight (8) hour work day and less than a forty (40) hour or five (5) day work week. A change in an employee regular work schedules pursuant to this section shall not be considered a furlough. Lancaster County Personnel Rule 21 shall not apply to employees covered by this Agreement.

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

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

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

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

Section 7. Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is

regularly scheduled employment for twenty-four (24) hours a day, seven (7) days a week.

Section 8. All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (½) shift. The rest period shall be scheduled at the approximate middle of each one-half (½) shift.

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

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

Section 10. If an employee is contacted by telephone, pager, or other means by any supervisory employee during their off duty time, for any reason other than scheduling, the employee shall receive one-half (½) hour of pay during an eight (8) hour period or actual time spent on work in response to any telephone call or follow-up calls, whichever is greater.

~~**Section 11.** On-call, Lancaster Manor. When an employee of Lancaster Manor, specifically the Maintenance Repair Worker I and II and Maintenance Electrician, is officially designated to be on-call by his Department Head or Division Manager, the employee shall receive two (2) hours of pay at his regular rate of pay for each twenty-four (24) hour day.~~

ARTICLE 22

OVERTIME

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

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

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

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

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

Section 4. Comp Time. In lieu of payment for overtime hours worked, the employee may request to take compensatory time off. Approval shall be at the discretion of the Department Head. If the request is approved by the Department Head, one and one-half (1 ½) hours of compensatory time shall be credited for each overtime hour worked. A maximum accrual of compensatory time shall be twenty (20) hours.

Flex Time. The County recognizes and supports the concept of Flex time. Flex time is allowed within the work week as it is defined in Article 21, Section 2 of this contract. If an employee requests, an employee and their department head may agree to allow an employee to flex their schedule. However, in some departments and under some circumstances flex time may not be feasible and will not be permitted. No employee shall be required to take flex time off in order to avoid the payment of overtime or as a condition of continued employment.

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

~~**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 VACATION

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

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

In addition, the County will provide ~~three (3)~~ two (2) non-cumulative personal holidays to all eligible employees. The personal holidays may be taken at any time ~~between September 1 and August 31 of the following year~~ during the payroll fiscal year (or be forfeited), provided the day selected by the employee has the prior approval of the Department Head. ~~Full-time employees will be required to use each personal holiday in eight (8) hour increments.~~ Employees will be required to use the personal holidays in increments of not less than two (2) hour blocks of time.

In lieu of all holidays identified in Section 1, part-time shift employees and part-time employees of facilities open seven (7) days a week shall earn legal and personal holidays at the rate of ~~0.05~~ 0.0462 per hour worked, which shall be added to the holiday bank each pay period. Holiday bank hours must be taken as scheduled leave time as approved by the Department Head and under no circumstances will holiday bank hours be compensated with pay. All holiday bank hours must be taken during the contract year or be forfeited. Holiday bank time in lieu of named legal holidays identified in Section 1 may be taken prior to the date of the legal holiday if approved by the Department Head; however, if the employee separates service from the County prior to the date of the legal holiday(s) and has been granted paid unearned time off, the County will deduct paid time in lieu of unearned time off from the employee's final pay.

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

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

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

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

Section 4. Qualification for Holiday Pay. In order to qualify for holiday pay, an employee must be in a pay status for his normal or regularly scheduled hours on ~~the~~ his 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. Vacation Leave. Employees shall earn vacation leave with pay according to the following schedule:

A. Less than five (5) years of service — At the factored hourly equivalent of eighty (80) hours per year.

B. After five (5) years of service — At the factored hourly equivalent of one hundred twenty (120) hours per year.

C. After ten (10) years of service — At the factored hourly equivalent of one hundred fifty-two (152) hours per year.

D. After fifteen (15) years of service — At the factored hourly equivalent of one hundred sixty-four (164) hours per year.

E. After twenty (20) years of service — At the factored hourly equivalent of one hundred ninety-eight (198) 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 or~~ the Youth Services Center 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.

ARTICLE 24

SICK LEAVE AND INJURY LEAVE

Section 1. Sick Leave.

A. 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 two thousand eighty (2080) hours at any one time. Disability retirement shall not be effective until accumulated sick leave has been used. Upon retirement or death the employee shall receive fifty-five percent (55%) of accumulated sick leave (distributed into the employee's PEHP account). The payment will be at the regular hourly rate of the employee at the time of retirement. No refund of vacation shall be allowed due to illness incurred while on vacation leave.

B. An employee eligible for sick leave with pay may use such sick leave for absence due to sickness, family illness, personal and family medical appointments, disability, non-work related injury, exposure to contagious disease or funeral leave as outlined in this article and for no other purpose. An employee who uses sick leave for any other purpose may be subject to discipline.

C. An employee may use up to forty (40) hours per calendar year from his sick leave balance for illness in the immediate family or family medical appointments. Immediate family is defined to be spouse, child, parent, stepparent, sister, brother, employee's grandparents and the parents of the employee's spouse. Immediate family will also include any other family member, whether it be by blood or marriage, or legal adoption or foster children, residing in the same household. Upon written request, the Personnel Director may waive the forty (40) hour limit after reviewing the individual circumstances in support of the request.

D. At the employee's discretion, he/she may supplement their Worker's Compensation payment to bring the total sum of the Worker's Compensation payment and sick leave to a figure equivalent to a full pay check.

E. An employee who is absent because of sickness shall first attempt to inform his immediate supervisor, if on duty, or any supervisor on duty at the employee's usual work location of the fact and the reason therefore as soon as possible; failure to do so within a reasonable time may be cause for denial of pay for the period of absence. The Department Head may require a doctor's certificate or other evidence of illness before approving sick leave with pay.

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

G. Once an employee has exhausted Sick Leave the County shall automatically deduct as necessary from any available paid leaves.

H. 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.

I. Disability retirement shall not be effective until accumulated sick leave has been used. Upon retirement or death the employee shall receive fifty-five percent (55%) of accumulated sick leave into the employee's PEHP account.

J. 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 (⅓) cash and two-thirds (⅔) PEHP.

K. 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.

L. The Union and County agree to comply with the rules and regulations of the Family and Medical Leave Act of 1993 and the County's policy governing the application of the Act.

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

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

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

ARTICLE 25

FUNERAL LEAVE

A. Funeral Leave. In the case of the death of the employee's spouse, child, step-child, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother, sister, grandfather, grandmother, grandchild, or in the case of death of any other relative residing in the immediate household of the employee. Grandfather, grandmother and grandchild will include "great" grandfathers, grandmothers and grandchildren. A full-time employee shall be allowed twenty-four (24) hours funeral leave with regular pay to attend the funeral without deduction from his pay or accumulated sick leave. The part-time employee shall be allowed two-fifths (2/5) of the hours in his normally scheduled work week if scheduled to work the hours requested.

B. In the case of the death of the employee's sister-in-law, brother-in-law, daughter-in-law, son-in-law, aunt, uncle, nephew, niece, or the grandparents of an employee's spouse, the full-time employee shall be allowed sixteen (16) hours funeral leave with regular pay to attend the funeral without deduction from his pay or accumulated sick leave. Aunt and uncle will include "great" aunts and uncles. The part-time employee shall be allowed one-fifth (1/5) of the hours in his normally scheduled work week if scheduled to work the hours requested.

C. Further, the full-time employee may also be allowed to use up to twenty-four (24) hours of his accumulated sick leave in the case of death of any of the above designated persons. The part-time employee may also be allowed to use accumulated sick leave up to four-fifths (4/5) of the hours in his normally scheduled work week if scheduled to work the hours requested.

D. Upon the request, through normal administrative procedure, up to four (4) hours paid leave may be granted if a full-time employee attends the funeral of a co-worker or retiree from the department in which the requesting employee is employed. The part-time employee shall be allowed one-tenth (1/10) of the hours in his normally scheduled work week if scheduled to work the hours requested.

ARTICLE 26

OTHER LEAVES

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

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

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

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

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

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

Section 5. 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 6. 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 7. Leaves of Absence. All leaves of absence must be requested in writing to and approved by the Department Head in advance of leave being taken. Exceptions may be made in an emergency.

ARTICLE 27

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 28

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 14, 2008 and reflect a three percent (3%) increase. Said wages shall be increased by three and quarter percent (3.25%) effective fiscal year 2009-2010 and by three and one-half percent (3.5%) effective fiscal year 2010 - 2011.~~

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 17, where such provisions do not conflict with this agreement or where this agreement is silent.

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

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.

Section ~~6~~5. Shift Differentials. All employees who are regularly assigned to second and third shifts shall be paid an additional thirty-five (35) cents per hour. The differential pay per hour shall be included as an addition to their current hourly rate.

~~Lancaster Manor or~~ Corrections: ~~Employees of Lancaster Manor or~~ Nnursing staff at Corrections 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 or~~ Corrections nursing staff: 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~~6. 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~~7. Post Employment Health Program (PEHP). The parties agree and acknowledge this section shall not be operable or activated for the 2011-2012 contract year and no payment will be made under this section for 2011-2012 contract year. 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

$18.50 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.

Section 98. The County shall enclose any payroll check in an envelope in the event the check isn't personally delivered to the employee.

ARTICLE 29

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 30

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.

The County shall contribute ~~one hundred~~ ninety-five percent ~~(100%)~~ (95%) of the carrier single premium cost, ~~eighty-five~~ eighty-two and a half percent ~~(85%)~~ (82.5%) of the carrier 2/4 premium cost, and ~~eighty-five~~ eighty-two and a half percent ~~(85%)~~ (82.5%) 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 31

EYEGLASS REPLACEMENT

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

ARTICLE 32

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 33

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 34

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)~~ at straight time hours that they would otherwise have worked their regular schedule. These hours shall be deducted from the Union hours bank as outlined in Article 3, Section 7. None of the time spent in negotiations shall be used to compute hours worked for overtime compensation.

ARTICLE 35

INFECTIOUS DISEASE

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

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

ARTICLE 36

BUS PASS

The County will pay one half (½) the monthly cost of the StarTran Passport bus fare for interested employees who have signed up for such program. The employee will pay the other half (½).

ARTICLE 37

LICENSES AND CREDENTIALS

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

The County agrees to pay for required continuing education classes for LPN's. The County will pay a maximum of $250 per employee over any two (2) year period. If the employee separates during the first year, he will be required to reimburse the County for any amount paid during that period.

ARTICLE 38

SHIFT BID – YOUTH SERVICES CENTER **(ONLY)**

Section 1. All shifts and days off held by Juvenile Detention Officers will be open for bid on a semi-annual basis. Schedules that are bid will take effect beginning the first pay period in April and October of each year. This process will exclude the position (shift/days off) of Transport assignments.

The department reserves the right to assign or re-assign shift positions.

Section 2. The Department and jail standards require a minimum of two (2) male Juvenile Detention Officers and two (2) female Juvenile Detention Officers per shift per day.

Therefore, staff will be distributed in such a manner that at least two (2) male Juvenile Detention Officers and two (2) female Juvenile Detention Officers are scheduled on the official shift schedule each day of the week.

Section 3. Juvenile Detention Officers will be allowed to select shifts and days off. Shift bids will be based on seniority. The Department reserves the right to insure the necessary experience and skills are on each shift. Persons that are affected by an involuntary shift change shall be exempt from an involuntary shift change on the next semi-annual bid. In such situations, the department will require the involuntary shift change to be made by the next least senior Juvenile Detention Officer(s) from the shift that has adequate coverage so that it will not create further shift transfers to fill the required shift.

Section 4. The schedule will be posted on the board two weeks prior to the bid process. Each Officer will have a date and time that they must call in and make their selection for shift and days off. They must make their selection at that time. The bid process will be in order of seniority, starting with the most senior officer, to select their shift and days off from the remaining openings.

Any Officer who does not call in at their prescribed time will be placed at the end of the process for their selection. If they fail to call in at all by the end of the bid process as posted, then a selection will be made for them by the department.

Section 5. During the period between bid processes, if a vacancy occurs, management will determine how the shift and days off are filled at its discretion.

Section 6. The County may implement the 207(k) exemption set forth in the Fair Labor Standards Act, 29 U.S.C. section 207(k) and 29 C.F.R. part 533 as follows: The Department may create a maximum of six (6) shifts of 12 hour duration. The employees who bid for those shifts and days off would be paid overtime on a fourteen (14) day, eighty (80) hour basis. Participation in a 12 hour shift shall be voluntary. In the event that an employee shall not have any bid slot available other than 12 hour shift, the department shall convert available 12 hour shifts to 8 hour or 10 hour shifts and an employee shall be permitted to bid either an eight (8) or ten (10) hour shift. All holiday, vacation hours and other accrued benefits are treated the same as all 8 hour shifts. These changes to hours of work are exceptions to Article 21 section 4 of this agreement.

ARTICLE 39

THE NATURAL DISASTER LEAVE DONATION POLICY

Section 1. Introduction.

The County of Lancaster recognizes that there are instances in which an employee may personally suffer significant losses of property from a natural disaster requiring an employee to be absent from work. The County also recognizes that when these instances occur, co-workers of the employee who personally experienced a significant property loss as the result of a natural disaster desire to assist the employee until the employee can return to work. This policy bulletin is intended to establish guidelines for employees of Lancaster County to donate accrued vacation time and personal convenience holidays to another employee who personally suffered a significant property loss as a result of a natural disaster to be used as paid leave by the employee who personally suffered the significant property loss.

Section 2. POLICY

In the event the Governor of the State of Nebraska declares a state of emergency as the result of a natural disaster, it shall be the policy of the County of Lancaster to allow employees the opportunity to donate accrued vacation leave and personal convenience holidays to the benefit of another County employee who personally suffered a significant property loss as the result of the natural disaster.

Section 3. PROCEDURE

A. <u>Employees Covered</u>

All classified and unclassified employees who earn leave and have been employed a minimum of twelve consecutive months shall be eligible to participate in the Natural Disaster Leave Donation Program.

B. <u>Recipient Employee Eligibility</u>

To be eligible to receive leave donated pursuant to this policy, an employee must meet the following conditions:

1. The employee must have personally suffered a significant loss of property, as the result of a natural disaster, including but not limited to, the physical destruction of or a significant damage to the employee's personal residence.

2. The employee must provide a verification of the significant property loss or damage satisfactory to the County.

3. The employee must have a minimum of one year of service with the County.

4. The employee must not have offered anything of value to another employee in exchange for the leave donation.

5. No more than 80 hours of natural disaster leave may be received by the employee for any given state of emergency.

6. The employee must complete the Natural Disaster Donation Request Form and submit the form to the employee's department head, and the Personnel Director, who will certify that the employee is eligible to participate in the leave donation program.

C. Donor Employee Eligibility

1. The employee must have an accrued vacation leave balance of at least forty hours subsequent to making a leave donation.

2. The employee must donate Personal Convenience Holidays in only eight-hour increments. Vacation may be donated in four-hour or eight-hour increments.

3. The employee must not have solicited nor accepted anything of value in exchange for the donation.

4. The employee must complete and have witnessed the Natural Disaster Donation Form.

D. How to Apply For or Donate Leave

1. An employee who qualifies for natural disaster leave shall complete the Natural Disaster Leave Donation Request Form and submit it to the department head who shall, in conjunction with the Personnel Director, review it for approval or denial.

2. Upon approval, donor employees shall complete the Natural Disaster Donation Form indicating a willingness to donate vacation or Personal Convenience Holiday time and the amount of said time to be donated. This form shall also be signed by a witness to the donor's signature. The completed form should then be forwarded to the payroll person in the department of the requesting employee.

3. Employees donating their time are doing so strictly on a voluntary basis and will have their vacation or Personal Convenience Holiday leave balances irrevocably debited for the amount of time transferred to the recipient employee. The transferred time will be placed in the recipient employee's vacation leave account.

4. The Personnel and County Payroll Departments will monitor hours donated. The time donated will be on an "hour-for-hour" basis to the recipient employee.

5. Vacation hours transferred are done so in four-hour or eight-hour increments. Personal Convenience Holiday hours transferred are done so in eight-hour increments. All time donated must be used by the recipient for recovery from the property loss associated with the natural disaster. In no event shall the employee be allowed to utilize time donated pursuant to this policy as an addition to the employee's approved vacation balance.

6. Subsequent to the receipt of the leave donation forms, the Personnel Department shall credit the recipient employee's vacation leave balance. An employee who is receiving natural disaster leave donated by other employees shall be allowed to accrue vacation and sick leave while in that status, however, all donated leave shall first be used prior to the use of the employee's accrued vacation leave time.

ARTICLE 40

DURATION

Section 1. This Agreement shall be effective as of the ~~14th~~ 11th day of August, ~~2008,~~ 2011, and shall remain in full force and effect until the beginning of the first pay period in September, ~~2011~~ 2012.

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, ~~2009,~~ 2012, 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, ~~2011~~ 2012. 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 _____, ~~2008~~ 2011.

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

_____

_____

_____

_____

_____
WITNESSES

LANCASTER COUNTY, NEBRASKA

_____

_____

_____

_____

_____
COUNTY COMMISSIONERS

_____
COUNTY CLERK

APPROVED AS TO FORM THIS ____
DAY OF _____, ~~2008~~ 2011.

_____
LANCASTER COUNTY ATTORNEY

APPENDIX "A"

AFSCME PAY PLAN

Effective September 8, 2011

3.6% between steps

CLASS CODE	CLASSIFICATION TITLE	PAY GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
2301	COURT SERVICES CLERK	A17	14.924	15.460	16.018	16.595	17.191	17.810	18.452	19.115
2426	STORES CLERK I	A13	12.955	13.421	13.905	14.406	14.924	15.460	16.018	16.595
2428	STORES CLERK II	A14	13.421	13.905	14.406	14.924	15.460	16.018	16.595	17.191
2431	CLERK I	A10	11.651	12.070	12.504	12.955	13.421	13.905	14.406	14.924
2432	CLERK II	A13	12.955	13.421	13.905	14.406	14.924	15.460	16.018	16.595
2433	CLERK III	A14	13.421	13.905	14.406	14.924	15.460	16.018	16.595	17.191
2437	MAINTENANCE STORES CLERK	A18	15.460	16.018	16.595	17.191	17.810	18.452	19.115	19.804
2444	MEDICAL RECORDS TECHNICIAN	A17	14.924	15.460	16.018	16.595	17.191	17.810	18.452	19.115
2450	IMAGING SPECIALIST	A19	16.018	16.595	17.191	17.810	18.452	19.115	19.804	20.516
2460	IMAGING CLERK	A17	14.924	15.460	16.018	16.595	17.191	17.810	18.452	19.115
2501	ELECTION CLERK	A17	14.924	15.460	16.018	16.595	17.191	17.810	18.452	19.115
2502	SENIOR ELECTION CLERK	A19	16.018	16.595	17.191	17.810	18.452	19.115	19.804	20.516
2505	ELECTION BOARD COORDINATOR	A21	17.191	17.810	18.452	19.115	19.804	20.516	21.255	22.020
2601	LAND RECORDS TECHNICIAN I	A17	14.924	15.460	16.018	16.595	17.191	17.810	18.452	19.115
2711	CLERK TYPIST I	A12	12.504	12.955	13.421	13.905	14.406	14.924	15.460	16.018
2712	CLERK TYPIST II	A14	13.421	13.905	14.406	14.924	15.460	16.018	16.595	17.191
2713	CLERK TYPIST III	A18	15.460	16.018	16.595	17.191	17.810	18.452	19.115	19.804
2802	COUNTY RECORDS SPECIALIST II	A21	17.191	17.810	18.452	19.115	19.804	20.516	21.255	22.020
2831	ACCOUNT CLERK I	A15	13.905	14.406	14.924	15.460	16.018	16.595	17.191	17.810
2832	ACCOUNT CLERK II	A17	14.924	15.460	16.018	16.595	17.191	17.810	18.452	19.115

AFSCME PAY PLAN

Effective September 8, 2011
3.6% between steps

CLASS CODE	CLASSIFICATION TITLE	PAY GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
2910	DRIVER'S LICENSE CLERK	A13	12.955	13.421	13.905	14.406	14.924	15.460	16.018	16.595
2912	MOTOR VEHICLE CLERK	A17	14.924	15.460	16.018	16.595	17.191	17.810	18.452	19.115
2914	MOTOR VEHICLE SPECIALIST	A18	15.460	16.018	16.595	17.191	17.810	18.452	19.115	19.804
4321	FOOD SERVICE WORKER I	A07	10.479	10.855	11.246	11.651	12.070	12.504	12.955	13.421
4503	VAN DRIVER	A14	13.421	13.905	14.406	14.924	15.460	16.018	16.595	17.191
4511	EQUIPMENT MECHANIC I	A19	16.018	16.595	17.191	17.810	18.452	19.115	19.804	20.516
4512	EQUIPMENT MECHANIC II	A23	18.452	19.115	19.804	20.516	21.255	22.020	22.813	23.634
4520	HEAVY TRUCK OPERATOR	A19	16.018	16.595	17.191	17.810	18.452	19.115	19.804	20.516
4521	EQUIPMENT OPERATOR I	A18	15.460	16.018	16.595	17.191	17.810	18.452	19.115	19.804
4522	EQUIPMENT OPERATOR II	A22	17.810	18.452	19.115	19.804	20.516	21.255	22.020	22.813
4523	SENIOR EQUIPMENT OPERATOR	A23	18.452	19.115	19.804	20.516	21.255	22.020	22.813	23.634
4524	FUEL TRUCK/PAINT STRIPER OPERATOR	A19	16.018	16.595	17.191	17.810	18.452	19.115	19.804	20.516
4703	CASUAL WORKER I	A01	8.475	8.779	9.097	9.424	9.762	10.114	10.479	10.855
4704	CASUAL WORKER II	A04	9.424	9.762	10.114	10.479	10.855	11.246	11.651	12.070
4707	BUILDING CLEANER	A11	12.070	12.504	12.955	13.421	13.905	14.406	14.924	15.460
4710	REPAIR & CLEANING WORKER	A13	12.955	13.421	13.905	14.406	14.924	15.460	16.018	16.595
4721	CLEANING EQUIPMENT OPERATOR	A11	12.070	12.504	12.955	13.421	13.905	14.406	14.924	15.460
4740	ROAD CONSTRUCTION & MAINTENANCE HELPER	A10	11.651	12.070	12.504	12.955	13.421	13.905	14.406	14.924
4742	LABORER	A17	14.924	15.460	16.018	16.595	17.191	17.810	18.452	19.115
4745	LABOR SUPERVISOR	A24	19.115	19.804	20.516	21.255	22.020	22.813	23.634	24.485

AFSCME PAY PLAN

Effective September 8, 2011
3.6% between steps

CLASS CODE	CLASSIFICATION TITLE	PAY GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
4750	NOXIOUS WEED INSPECTOR	A16	14.406	14.924	15.460	16.018	16.595	17.191	17.810	18.452
4751	CHIEF NOXIOUS WEED INSPECTOR	A23	18.452	19.115	19.804	20.516	21.255	22.020	22.813	23.634
4825	MAINTENANCE REPAIR WORKER I	A18	15.460	16.018	16.595	17.191	17.810	18.452	19.115	19.804
4826	MAINTENANCE REPAIR WORKER II	A21	17.191	17.810	18.452	19.115	19.804	20.516	21.255	22.020
4835	ASBESTOS WORKER I	A18	15.460	16.018	16.595	17.191	17.810	18.452	19.115	19.804
4836	ASBESTOS WORKER II	A21	17.191	17.810	18.452	19.115	19.804	20.516	21.255	22.020
4871	MAINTENANCE ELECTRICIAN	A22	17.810	18.452	19.115	19.804	20.516	21.255	22.020	22.813
5360	RECORD SYSTEMS SPECIALIST	A18	15.460	16.018	16.595	17.191	17.810	18.452	19.115	19.804
5701	COURT OFFICER	A18	15.460	16.018	16.595	17.191	17.810	18.452	19.115	19.804
5753	CORRECTIONAL RECORDS TECHNICIAN	A19	16.018	16.595	17.191	17.810	18.452	19.115	19.804	20.516
5766	COMMUNITY CORRECTIONS DRUG SCREENING TE	A11	12.070	12.504	12.955	13.421	13.905	14.406	14.924	15.460
7860	JUVENILE DETENTION OFFICER	A19	16.018	16.595	17.191	17.810	18.452	19.115	19.804	20.516
9345	NURSE I	A21	17.191	17.810	18.452	19.115	19.804	20.516	21.255	22.020
9509	RIGHT-OF-WAY TECHNICIAN	A19	16.018	16.595	17.191	17.810	18.452	19.115	19.804	20.516
9731	MENTAL HEALTH TECH-RESIDENTIAL TREATMENT	A19	16.018	16.595	17.191	17.810	18.452	19.115	19.804	20.516
9732	MENTAL HEALTH TECH-CRISIS CENTER	A19	16.018	16.595	17.191	17.810	18.452	19.115	19.804	20.516
9771	VETERANS SERVICE REPRESENTATIVE	A17	14.924	15.460	16.018	16.595	17.191	17.810	18.452	19.115
9772	VETERANS SERVICE SPECIALIST	A17	14.924	15.460	16.018	16.595	17.191	17.810	18.452	19.115
9775	GENERAL ASSISTANCE REPRESENTATIVE	A17	14.924	15.460	16.018	16.595	17.191	17.810	18.452	19.115
9811	ENGINEERING AIDE I	A18	15.460	16.018	16.595	17.191	17.810	18.452	19.115	19.804

AFSCME PAY PLAN

Effective September 8, 2011
3.6% between steps

CLASS CODE	CLASSIFICATION TITLE	PAY GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
9812	ENGINEERING AIDE II	A22	17.810	18.452	19.115	19.804	20.516	21.255	22.020	22.813
9841	DRAFTING TECHNICIAN I	A18	15.460	16.018	16.595	17.191	17.810	18.452	19.115	19.804
9842	DRAFTING TECHNICIAN II	A21	17.191	17.810	18.452	19.115	19.804	20.516	21.255	22.020
9845	GIS MAPPING TECHNICIAN	A23	18.452	19.115	19.804	20.516	21.255	22.020	22.813	23.634
9851	ENGINEERING TECHNICIAN I	A24	19.115	19.804	20.516	21.255	22.020	22.813	23.634	24.485

AFSCME PAY GRADES

Effective September 8, 2011
3.6% between steps

PAY GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
A01	ANNUAL	17,628.00	18,260.32	18,921.76	19,601.92	20,304.96	21,037.12	21,796.32	22,578.40
	MONTHLY	1,469.00	1,521.69	1,576.81	1,633.49	1,692.08	1,753.09	1,816.36	1,881.53
	BIWEEKLY	678.00	702.32	727.76	753.92	780.96	809.12	838.32	868.40
	HOURLY	8.475	8.779	9.097	9.424	9.762	10.114	10.479	10.855
A02	ANNUAL	18,260.32	18,921.76	19,601.92	20,304.96	21,037.12	21,796.32	22,578.40	23,391.68
	MONTHLY	1,521.69	1,576.81	1,633.49	1,692.08	1,753.09	1,816.36	1,881.53	1,949.31
	BIWEEKLY	702.32	727.76	753.92	780.96	809.12	838.32	868.40	899.68
	HOURLY	8.779	9.097	9.424	9.762	10.114	10.479	10.855	11.246
A03	ANNUAL	18,921.76	19,601.92	20,304.96	21,037.12	21,796.32	22,578.40	23,391.68	24,234.08
	MONTHLY	1,576.81	1,633.49	1,692.08	1,753.09	1,816.36	1,881.53	1,949.31	2,019.51
	BIWEEKLY	727.76	753.92	780.96	809.12	838.32	868.40	899.68	932.08
	HOURLY	9.097	9.424	9.762	10.114	10.479	10.855	11.246	11.651
A04	ANNUAL	19,601.92	20,304.96	21,037.12	21,796.32	22,578.40	23,391.68	24,234.08	25,105.60
	MONTHLY	1,633.49	1,692.08	1,753.09	1,816.36	1,881.53	1,949.31	2,019.51	2,092.13
	BIWEEKLY	753.92	780.96	809.12	838.32	868.40	899.68	932.08	965.60
	HOURLY	9.424	9.762	10.114	10.479	10.855	11.246	11.651	12.070
A05	ANNUAL	20,304.96	21,037.12	21,796.32	22,578.40	23,391.68	24,234.08	25,105.60	26,008.32
	MONTHLY	1,692.08	1,753.09	1,816.36	1,881.53	1,949.31	2,019.51	2,092.13	2,167.36
	BIWEEKLY	780.96	809.12	838.32	868.40	899.68	932.08	965.60	1,000.32
	HOURLY	9.762	10.114	10.479	10.855	11.246	11.651	12.070	12.504

AFSCME PAY GRADES

Effective September 8, 2011
3.6% between steps

PAY GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
A06	ANNUAL	21,037.12	21,796.32	22,578.40	23,391.68	24,234.08	25,105.60	26,008.32	26,946.40
	MONTHLY	1,753.09	1,816.36	1,881.53	1,949.31	2,019.51	2,092.13	2,167.36	2,245.53
	BIWEEKLY	809.12	838.32	868.40	899.68	932.08	965.60	1,000.32	1,036.40
	HOURLY	10.114	10.479	10.855	11.246	11.651	12.070	12.504	12.955
A07	ANNUAL	21,796.32	22,578.40	23,391.68	24,234.08	25,105.60	26,008.32	26,946.40	27,915.68
	MONTHLY	1,816.36	1,881.53	1,949.31	2,019.51	2,092.13	2,167.36	2,245.53	2,326.31
	BIWEEKLY	838.32	868.40	899.68	932.08	965.60	1,000.32	1,036.40	1,073.68
	HOURLY	10.479	10.855	11.246	11.651	12.070	12.504	12.955	13.421
A08	ANNUAL	22,578.40	23,391.68	24,234.08	25,105.60	26,008.32	26,946.40	27,915.68	28,922.40
	MONTHLY	1,881.53	1,949.31	2,019.51	2,092.13	2,167.36	2,245.53	2,326.31	2,410.20
	BIWEEKLY	868.40	899.68	932.08	965.60	1,000.32	1,036.40	1,073.68	1,112.40
	HOURLY	10.855	11.246	11.651	12.070	12.504	12.955	13.421	13.905
A09	ANNUAL	23,391.68	24,234.08	25,105.60	26,008.32	26,946.40	27,915.68	28,922.40	29,964.48
	MONTHLY	1,949.31	2,019.51	2,092.13	2,167.36	2,245.53	2,326.31	2,410.20	2,497.04
	BIWEEKLY	899.68	932.08	965.60	1,000.32	1,036.40	1,073.68	1,112.40	1,152.48
	HOURLY	11.246	11.651	12.070	12.504	12.955	13.421	13.905	14.406
A10	ANNUAL	24,234.08	25,105.60	26,008.32	26,946.40	27,915.68	28,922.40	29,964.48	31,041.92
	MONTHLY	2,019.51	2,092.13	2,167.36	2,245.53	2,326.31	2,410.20	2,497.04	2,586.83
	BIWEEKLY	932.08	965.60	1,000.32	1,036.40	1,073.68	1,112.40	1,152.48	1,193.92
	HOURLY	11.651	12.070	12.504	12.955	13.421	13.905	14.406	14.924

AFSCME PAY GRADES

Effective September 8, 2011
3.6% between steps

PAY GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
A11	ANNUAL	25,105.60	26,008.32	26,946.40	27,915.68	28,922.40	29,964.48	31,041.92	32,156.80
	MONTHLY	2,092.13	2,167.36	2,245.53	2,326.31	2,410.20	2,497.04	2,586.83	2,679.73
	BIWEEKLY	965.60	1,000.32	1,036.40	1,073.68	1,112.40	1,152.48	1,193.92	1,236.80
	HOURLY	12.070	12.504	12.955	13.421	13.905	14.406	14.924	15.460
A12	ANNUAL	26,008.32	26,946.40	27,915.68	28,922.40	29,964.48	31,041.92	32,156.80	33,317.44
	MONTHLY	2,167.36	2,245.53	2,326.31	2,410.20	2,497.04	2,586.83	2,679.73	2,776.45
	BIWEEKLY	1,000.32	1,036.40	1,073.68	1,112.40	1,152.48	1,193.92	1,236.80	1,281.44
	HOURLY	12.504	12.955	13.421	13.905	14.406	14.924	15.460	16.018
A13	ANNUAL	26,946.40	27,915.68	28,922.40	29,964.48	31,041.92	32,156.80	33,317.44	34,517.60
	MONTHLY	2,245.53	2,326.31	2,410.20	2,497.04	2,586.83	2,679.73	2,776.45	2,876.47
	BIWEEKLY	1,036.40	1,073.68	1,112.40	1,152.48	1,193.92	1,236.80	1,281.44	1,327.60
	HOURLY	12.955	13.421	13.905	14.406	14.924	15.460	16.018	16.595
A14	ANNUAL	27,915.68	28,922.40	29,964.48	31,041.92	32,156.80	33,317.44	34,517.60	35,757.28
	MONTHLY	2,326.31	2,410.20	2,497.04	2,586.83	2,679.73	2,776.45	2,876.47	2,979.77
	BIWEEKLY	1,073.68	1,112.40	1,152.48	1,193.92	1,236.80	1,281.44	1,327.60	1,375.28
	HOURLY	13.421	13.905	14.406	14.924	15.460	16.018	16.595	17.191
A15	ANNUAL	28,922.40	29,964.48	31,041.92	32,156.80	33,317.44	34,517.60	35,757.28	37,044.80
	MONTHLY	2,410.20	2,497.04	2,586.83	2,679.73	2,776.45	2,876.47	2,979.77	3,087.07
	BIWEEKLY	1,112.40	1,152.48	1,193.92	1,236.80	1,281.44	1,327.60	1,375.28	1,424.80
	HOURLY	13.905	14.406	14.924	15.460	16.018	16.595	17.191	17.810

AFSCME PAY GRADES

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PAY GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
A16	ANNUAL	29,964.48	31,041.92	32,156.80	33,317.44	34,517.60	35,757.28	37,044.80	38,380.16
	MONTHLY	2,497.04	2,586.83	2,679.73	2,776.45	2,876.47	2,979.77	3,087.07	3,198.35
	BIWEEKLY	1,152.48	1,193.92	1,236.80	1,281.44	1,327.60	1,375.28	1,424.80	1,476.16
	HOURLY	14.406	14.924	15.460	16.018	16.595	17.191	17.810	18.452
A17	ANNUAL	31,041.92	32,156.80	33,317.44	34,517.60	35,757.28	37,044.80	38,380.16	39,759.20
	MONTHLY	2,586.83	2,679.73	2,776.45	2,876.47	2,979.77	3,087.07	3,198.35	3,313.27
	BIWEEKLY	1,193.92	1,236.80	1,281.44	1,327.60	1,375.28	1,424.80	1,476.16	1,529.20
	HOURLY	14.924	15.460	16.018	16.595	17.191	17.810	18.452	19.115
A18	ANNUAL	32,156.80	33,317.44	34,517.60	35,757.28	37,044.80	38,380.16	39,759.20	41,192.32
	MONTHLY	2,679.73	2,776.45	2,876.47	2,979.77	3,087.07	3,198.35	3,313.27	3,432.69
	BIWEEKLY	1,236.80	1,281.44	1,327.60	1,375.28	1,424.80	1,476.16	1,529.20	1,584.32
	HOURLY	15.460	16.018	16.595	17.191	17.810	18.452	19.115	19.804
A19	ANNUAL	33,317.44	34,517.60	35,757.28	37,044.80	38,380.16	39,759.20	41,192.32	42,673.28
	MONTHLY	2,776.45	2,876.47	2,979.77	3,087.07	3,198.35	3,313.27	3,432.69	3,556.11
	BIWEEKLY	1,281.44	1,327.60	1,375.28	1,424.80	1,476.16	1,529.20	1,584.32	1,641.28
	HOURLY	16.018	16.595	17.191	17.810	18.452	19.115	19.804	20.516
A20	ANNUAL	34,517.60	35,757.28	37,044.80	38,380.16	39,759.20	41,192.32	42,673.28	44,210.40
	MONTHLY	2,876.47	2,979.77	3,087.07	3,198.35	3,313.27	3,432.69	3,556.11	3,684.20
	BIWEEKLY	1,327.60	1,375.28	1,424.80	1,476.16	1,529.20	1,584.32	1,641.28	1,700.40
	HOURLY	16.595	17.191	17.810	18.452	19.115	19.804	20.516	21.255

AFSCME PAY GRADES

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PAY GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
A21	ANNUAL	35,757.28	37,044.80	38,380.16	39,759.20	41,192.32	42,673.28	44,210.40	45,801.60
	MONTHLY	2,979.77	3,087.07	3,198.35	3,313.27	3,432.69	3,556.11	3,684.20	3,816.80
	BIWEEKLY	1,375.28	1,424.80	1,476.16	1,529.20	1,584.32	1,641.28	1,700.40	1,761.60
	HOURLY	17.191	17.810	18.452	19.115	19.804	20.516	21.255	22.020
A22	ANNUAL	37,044.80	38,380.16	39,759.20	41,192.32	42,673.28	44,210.40	45,801.60	47,451.04
	MONTHLY	3,087.07	3,198.35	3,313.27	3,432.69	3,556.11	3,684.20	3,816.80	3,954.25
	BIWEEKLY	1,424.80	1,476.16	1,529.20	1,584.32	1,641.28	1,700.40	1,761.60	1,825.04
	HOURLY	17.810	18.452	19.115	19.804	20.516	21.255	22.020	22.813
A23	ANNUAL	38,380.16	39,759.20	41,192.32	42,673.28	44,210.40	45,801.60	47,451.04	49,158.72
	MONTHLY	3,198.35	3,313.27	3,432.69	3,556.11	3,684.20	3,816.80	3,954.25	4,096.56
	BIWEEKLY	1,476.16	1,529.20	1,584.32	1,641.28	1,700.40	1,761.60	1,825.04	1,890.72
	HOURLY	18.452	19.115	19.804	20.516	21.255	22.020	22.813	23.634
A24	ANNUAL	39,759.20	41,192.32	42,673.28	44,210.40	45,801.60	47,451.04	49,158.72	50,928.80
	MONTHLY	3,313.27	3,432.69	3,556.11	3,684.20	3,816.80	3,954.25	4,096.56	4,244.07
	BIWEEKLY	1,529.20	1,584.32	1,641.28	1,700.40	1,761.60	1,825.04	1,890.72	1,958.80
	HOURLY	19.115	19.804	20.516	21.255	22.020	22.813	23.634	24.485
A25	ANNUAL	41,192.32	42,673.28	44,210.40	45,801.60	47,451.04	49,158.72	50,928.80	52,761.28
	MONTHLY	3,432.69	3,556.11	3,684.20	3,816.80	3,954.25	4,096.56	4,244.07	4,396.77
	BIWEEKLY	1,584.32	1,641.28	1,700.40	1,761.60	1,825.04	1,890.72	1,958.80	2,029.28
	HOURLY	19.804	20.516	21.255	22.020	22.813	23.634	24.485	25.366

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~~2. All employees in the unclassified service.
~~4~~3. All professional employees.
~~5~~4. All supervisors (as distinguished from lead men or crew leaders).
~~6~~5. All part-time employees scheduled to work less than twenty (20) hours per week.
~~7~~6. 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: _____

This form shall be transmitted to the AFSCME Union President at:

~~Gary Young~~
~~Attorney at Law~~
~~530 S. 13th Street, Suite 100~~
~~Lincoln, NE 68508-2795~~
Kim Kaspar
9301 Hickman Road
Hickman, NE 68372