

COMPREHENSIVE MASTER AGREEMENT

BETWEEN

COUNTY OF DAKOTA, NEBRASKA

AND

NEBRASKA PUBLIC EMPLOYEES, LOCAL 251  
AFSCME

JANUARY 1, 2008 TO  
DECEMBER 31, 2011

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# ARTICLE I

## Recognition

### Section 1 Definitions

A. Regular Full-Time Employee

The term "regular full-time employee", as used in this Agreement, shall mean an employee who is scheduled to work forty (40) hours or more per week year round.

B. Regular Part-Time Employee

The term "regular part-time employee", as used in this Agreement, shall mean an employee who is scheduled to work at least thirty (30) hours per week year round but less than forty hours (40) per week year round. Regular part-time employees shall receive benefits in a ratio proportionate to their part-time service.

C. Temporary Employee and Seasonal Employee

The term "temporary employee" and the term "seasonal employee", as used in this Agreement, shall mean an employee who is scheduled to work twenty-two (22) weeks or less during the period from April through November.

D. Supervisor

The term "supervisor", as used in this Agreement, shall mean any individual having authority in the interest of the Employer to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly direct them, or to evaluate their performance, or to adjust their grievances, or effectively to recommend such action if in connection with the foregoing the exercise of such authority is not merely routine or clerical nature but requires the use of independent judgment.

E. Days

Where used in this contract, the term "Days" shall mean work days, Monday through Friday, unless specifically stated.

### Section 2 Union Recognition

The County recognizes Nebraska Public Employees, AFSCME Local Union 251 as the sole and exclusive bargaining agent for the purpose of collective bargaining, grievance procedures and

disciplinary procedures for all roads department employees, including the Dakota County Weed employee and excluding temporary employees and supervisors.

**Section 3      New or Modified Job Classifications**

If Dakota County creates any new or modifies any current job classification, the county agrees to meet with the Union fifteen (15) days prior to any new or modified job classification becoming effective to determine whether or not any new or modified job classification shall be included in the bargaining unit.

## **ARTICLE II**

### **Check-off**

#### **Section 1 Deduction Authorized**

The Employer shall in accordance with the provisions of this Article deduct certified regular monthly Union dues from the pay of each employee, provided that at the time of such deduction the Employer has in its possession a written authorization executed by the employee in the form attached hereto marked Appendix "A".

#### **Section 2 Effective Date**

The effective date of the written authorization or written cancellation or revocation shall be the first day of the payroll period immediately following receipt of the form marked "Appendix A" by the Employer and the Union.

#### **Section 3 Remitting of Dues**

The Employer shall within fifteen (15) days from the pay date of such payroll deductions remit the amounts thereof showing the names of employees to the treasurer of the Union.

#### **Section 4 Indemnification**

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments, including expenses and attorneys' fees incurred in connection therewith, brought or issued against the Employer as a result of any action taken or not taken by the employee or Union under the provisions of this Article II.

#### **Section 5 Application to Prior Authorizations**

Notwithstanding the terminology of any written authorization executed by an employee prior to the date of this Agreement and in the possession of the Employer, it shall be effective and revocable in accordance with the terms of this Article.

#### **Section 6 Payment Problems**

The Employee shall check off only certified monthly dues for the payroll period involved. If the pay of the employee is insufficient to permit such check-off, such dues shall not be deducted from subsequent pay periods. In such event, it shall be the Union's responsibility to collect these dues from the employee.

If the Employer deducts dues pursuant to the provision of this Agreement and the Employer has made duplicate payment to the Union directly, it shall be the responsibility of the employee to collect such duplicate payment from the Union.

## ARTICLE III

### Labor-Management Committee

#### Section 1 Purpose and Formation

There is hereby established a special joint Labor-Management Committee for the purpose of discussing problems of common interest to the Employer and employees. The Union and the Employer shall each designate two (2) representatives to serve on the Committee.

#### Section 2 Letters of Understanding

The Committee shall meet at such times as are mutually agreed to. Any policy or practice agreed upon by the Committee members and ratified by vote of the Employer and by the employees shall be implemented by a formal letter of understanding provided it does not conflict with the terms of this agreement. Minutes of the Committee meeting shall be posted at the Hubbard Shop and shall be mailed to those employees who work out of the County shops in Emerson and Homer at the employees' home address.

## ARTICLE IV

### Management Rights

#### Section 1 Enumeration of Rights

In addition to all powers, duties, and rights of the Employer established by constitutional provision, statute, ordinance, charter, or special act, the Union recognizes the powers, duties, and rights which belong solely, exclusively, and without limitation to the Employer, to-wit:

- (a) The right to manage the Employer's operations and to direct the working force;
- (b) The right to hire employees;
- (c) The right to maintain order and efficiency;
- (d) The right to extend, maintain, curtail, or terminated operations of the Employer;
- (e) The right to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
- (f) The right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
- (g) The right at any time to determine, create, modify and terminate jobs, job vacancies, departments, job classifications, and job duties;
- (h) The right to transfer, promote, and demote employees;
- (i) The right to discipline, suspend, and discharge employees;
- (j) The right to lay off at any time;
- (k) The right to enforce and require employee to observe rules and regulations set forth by the Employer;
- (l) The right to determine when and whether a position or job classification is vacant and when it will be filled;
- (m) The right to determine how many employees shall be in each classification and whether any employees shall be in any classification; and
- (n) The right to determine the individual and relative qualifications, ability, ability to perform, and physical fitness of all employees.

## **ARTICLE V**

### **Strikes and Lockouts**

#### **Section 1 Lockouts**

The Employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

#### **Section 2 Employee Actions**

No employee shall engage in any strike, sit-down, sit-in, slow-down, sick-out, cessation of stoppage or interruption of work, boycott, or picketing, with the exception of informational picketing, of any place where the activities of the Employer are or may be carried out.

#### **Section 3 Union Actions**

The Union, its officers, agents, representatives, and members, shall not, in any way, directly or indirectly, authorize, assist, encourage, participate in, or sanction any strike, sit-down, sit-in, slow-down, sick-out, cessation or stoppage or interruption of work, boycott, or picketing, with the exception of informational picketing, of any place where the activities of the Employer are or may be carried out, or ratify, condone, or lend support to any such conduct or action.

#### **Section 4 Remedies**

In addition to all legal remedies provided for a violation of a section of this Article, the Employer shall have the right to discipline or discharge any employee who violates any section of this Article.

## ARTICLE VI

### Work Breaks and Meal Periods

#### Section 1 Work Breaks

Employees shall be granted a fifteen (15) minute rest period with pay during the approximate middle of each one-half (  $\frac{1}{2}$  ) shift.

After an employee has reported for duty and worked for ten and one-half (10  $\frac{1}{2}$ ) hours, the employee shall be granted an additional fifteen (15) minute rest period.

#### Section 2 Meal Period

Employees shall be granted a one-half ( $\frac{1}{2}$ ) hour meal period without pay scheduled at the approximate middle of the shift.

With the approval of their supervisor, employees may schedule their work breaks to coincide with their meal period and be relieved of duties for a one-hour period. It is understood that this rescheduling of break periods shall not be a regular practice.

## **ARTICLE VII**

### **Hours of Work**

#### **Section 1 Work Day, Work Week, Arrival and Dismissal Times**

The regular work day shall consist of eight (8) hours exclusive of the meal period.

The regular work week shall consist of forty (40) hours, exclusive of meal periods, Monday through Friday.

The regular arrival time for all employees shall be 8 a.m. and the regular dismissal time for all employees shall be 4:30 p.m. All employees will be allowed ten (10) minutes for cleanup and clothes changing from 4:20 p.m. to dismissal time at 4:30 p.m.

#### **Section 2 Change in Hours**

Daily and weekly work schedules may be changed by the Employer from time to time to meet the Employer's requirements. Employees shall be given one (1) week notice, both orally and in writing, of any change in work schedules except in cases of emergency. Employees shall be required to work the hours scheduled by the Employer, including all hours scheduled during any emergency or emergency situation, subject to the restriction on maximum hours as contained with this Article. The Dakota County Highway Supervisor shall be the person who may declare an emergency situation.

#### **Section 3 Emergencies**

The existence of emergencies and emergency situations shall be determined by the Dakota County Highway Supervisor or his designated representative provided such determination shall not conflict with Section 5 of Article VII.

#### **Section 4 Paydays**

Employees shall be paid every other Friday at 12 p.m. one week following the last day of the pay period. Pay checks shall be electronically delivered to employees by direct deposit.

#### **Section 5 Maximum Hours**

No employee shall be required to work more than fourteen (14) consecutive hours in any work day.

#### **Section 6 Limitation**

This Article is intended to be construed as a basis for establishing hours of work and shall not be construed as a guarantee of hours.

**Section 7      Clean-Up Time**

Where established by practice, job-related non-personal clean-up time shall be considered work time.

**Section 8      Closing Due to Weather or Emergencies**

If because of inclement weather conditions or some other emergency the Employer directs employees not to report to work, or to leave work prior to their scheduled dismissal time, or to report for work after their scheduled arrival time, employees shall be paid for hours they were scheduled to work but did not work due to the Employer's directive, Unless employees are directed not to work or have been granted a paid leave, they will not be required to work in order to be paid.

**Section 9      Show-Up Time**

Except in cases of inclement weather conditions, where employees report to work during their normal work day and where no work is available, and if the Employer has not advised employees not to report for work, they shall be compensated for two (2) hours at straight time.

**Section 10     Call-In Time**

Employees who are called to duty during their off-duty time shall be paid at the rate of one and one-half (1 ½) times for a minimum of three (3) hours, unless the time extends to their regular work shift.

## ARTICLE VIII

### Overtime

#### Section 1 Definition

Work performed by all employees in excess of forty (40) hours in any week shall be overtime hours.

#### Section 2 Holidays and Sick Leave

Holidays and sick leave days shall be counted as days worked in computing overtime. All days on which an employee does not work, other than holidays and sick leave days, shall not be counted as days worked in computing overtime.

#### Section 3 Approval of Overtime

No employee shall be compensated for overtime work unless such work has been approved by the employee's supervisor. Where overtime is allowed, it shall be distributed equitable among employees in the same job classification with the understanding that nothing herein shall prohibit the Employer from assigning overtime on a given job to an employee already assigned to that job.

Overtime assignments shall be reviewed on a quarterly basis to determine whether their distribution has been equitable. If the distribution of overtime has not been equitable, overtime assignments in the succeeding quarter(s) shall be allocated in such a manner so as to equalize the distribution of overtime within a job classification. Upon request by the Union, the County shall provide an accounting of all overtime hours worked.

#### Section 4 Overtime Pay and Compensatory Time

The employee shall have the option of receiving either overtime compensation or compensatory time off and shall notify his supervisor accordingly on or before the payday following the performance of overtime work.

If overtime hours are compensated in cash, payment shall be made in accordance with Section 7 of the Fair Labor Standards Act for all overtime hours worked on or after April 15, 1986.

If overtime hours are compensated with compensatory time, compensatory time shall be provided at a rate of one and one-half hours for each hour of overtime employment. For hours worked after April 15, 1986, and before January 1, 2008, compensatory time may be accumulated to a maximum of 480 hours. Any employee, who, after April 15, 1986, and before January 1, 2008 has accrued 480 hours of compensatory time off shall be paid overtime compensation for additional overtime hours of work. If compensation is paid to an employee for

accrued compensatory time off, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives the compensation.

Effective January 1, 2008, employees may accumulate and use a maximum of eighty (80) hours of compensatory time in the twelve (12) month periods beginning January 1 and ending December 31. Compensatory time earned on or after January 1, 2008 will be referred to as "new compensatory time". All new compensatory time which is accrued and unused as of December 16 shall be bought back from the employee by the County.

Employees who have any accumulated, unused compensatory time as of December 31, 2007, shall continue to have the right to use this compensatory time. Compensatory time earned on or before December 31, 2007 will be referred to as "old compensatory time". Beginning January 1, 2008, employees will not be permitted to add to their accumulation of old compensatory time.

For each employee who has any accumulated, unused compensatory time as of December 31, 2007, the County will maintain a separate record of "old compensatory time". Each time that an employee uses compensatory time, the employee shall advise the County whether the compensatory time that he is using is "old compensatory time" or "new compensatory time".

Upon termination of employment, employees who have accrued compensatory time after April 15, 1986, shall be paid for unused compensatory time at a rate of compensation not less than: (1) the average regular rate received by the employee during the last three years of the individual's employment or (2) the final regular rate received by the employee, whichever is higher.

Employees who have accrued compensatory time off after April 15, 1986, and before January 1, 2008, may request the use of compensatory time and shall be permitted to use such time within a reasonable time period after making the request if the use of compensatory time does not unduly disrupt the operations of the department.

## ARTICLE IX

### Tool / Clothing Allowance

(1) The County shall provide all safety equipment or protective clothing deemed by the Employer to be necessary. Employees shall be accountable for protective clothing issued to them, less normal wear and tear.

(2) Clothing allowance shall be paid to the employee once the employee presents a receipt (or copy of receipt) to the County showing that the clothing has been purchased. Examples of allowable expenses are limited to; work boots, overshoes, coveralls, insulated coveralls, coats, jackets, work gloves, rain protection.

Reimbursement for clothing allowance will be made by separate check. Clothing allowance may be paid for more than one item, but shall not exceed the total amount as provided. Reimbursement: Seventy-five dollars (\$75.00).

## ARTICLE X

### Sick Leave

#### Section 1 Allowance

Employees shall be allowed twelve (12) working days (96 hours) of sick leave per year. Sick leave may be used in one (1) hour increments.

Employees shall have the right to accumulated unused sick leave up to a maximum of sixty (60) working days (Four hundred and eighty (480) hours). Employees shall have sick leave credits given to them based on the above rate upon the execution of this Agreement.

Sick leave shall not accumulate during periods when an employee is absent due to sickness, injury, or layoff of thirty (30) days or more, or when an employee is on an extended un-paid leave of absence.

#### Section 2 Permissible Uses

*Sick* leave shall be used for personal illnesses and injury, including on-the-job injury or disability, subject to the provisions set out hereinafter. Sick leave will not be allowed if an employee is injured while gainfully employed by a different Employer.

An employee may use a maximum of one (1) day of sick leave for attending routine doctor or dentist appointments per appointment.

#### Section 3 Holiday Limitations

Except in cases of serious confining illnesses which are certified by a physician, sick leave will not be paid on the working day immediately preceding or following a holiday. If an employee notifies his supervisor and the supervisor has approved the use of sick leave for a doctor or dental appointment on the working day immediately preceding or following a holiday, then sick leave may be used on the working day immediately preceding or following a holiday.

#### Section 4 Physician's Statement

The Employer reserves the right to require a physician's statement for any absence of three (3) or more consecutive working days due to sickness. If the Employer suspects that sick leave is being abused, it may in its discretion require the employee suspected of abuse to provide a physician's statement for all subsequent sick leave days regardless of number, provided it first notifies the employee that he/she is suspected of abusing sick leave.

If the Employer believes that the employee is using an excessive amount of sick leave, the Employer may direct the employee to be examined by a physician mutually agreed to by the Employer and the employee for the purpose of determining the employee's fitness for duty. The

cost of this physical examination will be paid by the Employer. The use of sick leave shall not be grounds for disciplinary actions against the employee, unless the employee fails to substantiate the use of sick leave.

**Section 5      Notice to Employer**

To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible but, in any event one hour prior to the starting time of the employee's work day.

**Section 6      Leaves for On-the-Job Injuries**

A leave of absence will be granted by the Employer to any employee for absence required as a result of on-the-job injury covered by Workmen's Compensation Insurance. During such leave, the employee at his/her option may apply his/her accumulated sick leave benefits to be prorated against the difference between his/her regular straight time wages and the compensation to which he/she is entitled under the Workmen's Compensation Law. Employees may use sick leave for the first seven calendar days of absence which are not covered by Workmen's Compensation Law.