

**AGREEMENT BETWEEN
NAPE/AFSCME LOCAL 61**

AND

**THE COUNTY OF RICHARDSON,
NEBRASKA**

July 1, 2023 –
June 30, 2028

NOTE: THE COUNTY RESERVES THE RIGHT TO CHANGE OR
AMEND ANY SETTLEMENT OFFER MADE PRIOR TO AGREEMENT.
THE COUNTY ALSO RESERVES THE RIGHT TO CORRECT
INADVERTENT ERRORS AND OMISSIONS.

ARTICLE 1 – PREAMBLE

1.1 AGREEMENT: This contract made and entered into this _____ day of _____, at Falls City, Nebraska, pursuant to the provisions of Chapter 48, Reissue Revised Statutes of Nebraska, 1943 (R.R.S.) by and between the County of Richardson, Nebraska, (hereinafter referred to as the Employer) and the Nebraska Association of Public Employees, Local #61 of the American Federation of State, County and Municipal Employees (hereinafter referred to as the Union), as representative of employees, except as modified by Article 2, Section 2, employed by the County of Richardson Roads/Highway Department. The contract term shall be from July 1, 2023, through June 30, 2028.

1.2 SCOPE OF AGREEMENT: The parties mutually agree that this contract constitutes the entire Agreement and understanding concerning all proper subjects of collective bargaining for the duration of the contract between the parties. This Contract shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties. There are no oral agreements nor is this Agreement based upon any oral representation covering the subject matter of this Agreement.

This agreement has been executed in accordance with the statutes and the laws of the State of Nebraska and the United States of America, and any dispute, disagreement, or litigation arising under this Agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska and of the United States of America.

1.3 NEGOTIATIONS: The parties agree that the negotiations preceding the signing of this Agreement included negotiations on all proper subjects of bargaining and that all negotiations were conducted in accordance with all applicable federal and state requirements.

1.4 BARGAINING: The Employer agrees that prior to making any change in terms and conditions of employment, which are mandatory subjects of bargaining covered by this contract, to meet and bargain with the Union in an attempt to reach an agreement.

1.5 WORK RULES: Work rules are attached to and incorporated herein to this contract as Appendix "C."

- a. New work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union at least seven (7) calendar days prior to the effective date of the rule. The Employer agrees that additions or amendments to existing work rules will be made in a reasonable manner.

b. The Employer may adopt rules and regulations for the operation of the Department and the conduct of its employees; provided any such rules and regulations shall not conflict with any provisions of this Agreement.

1.6 EQUAL TREATMENT: The Employer shall insure that all employees are equally treated with respect and dignity, and afforded the right of privacy when being counseled on performance issues, and are treated equally in regard to all terms and conditions of employment, without favoritism and with the best interest of the County and the Employee considered.

All provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, religion, sex, marital status, disability, national origin, age, sexual orientation, or veteran status.

All references to employees in the Agreement designate both sexes, and whenever the male or female gender is used, such term should be construed to include both male and female employees.

The Employer and the Union agree not to intimidate, coerce or in any matter interfere with the rights of unit employees to form, join, or assist labor organizations, or to refrain from any such activities, including the right to withdraw, revoke, or cancel Union membership at any time consistent with the procedures of the Union.

ARTICLE 2 – RECOGNITION AND UNION SECURITY

2.1 BARGAINING UNIT: The Employer recognizes the Union as the exclusive collective bargaining agent for employees as certified by the Nebraska Commission of Industrial Relations (CIR) as set forth in Appendix A. The Employer will not during the life of this Agreement bargain with any group of employees or with any other employee organization with respect to terms and conditions of employment for employees covered by this Agreement, which are considered to be mandatory subjects of collective bargaining.

2.2 CLASS TITLES: The Employer and Union agree that for the purposes of administration, this Contract shall pertain to bargaining unit employees who occupy the position class titles of mechanic, welder, equipment operator, maintainer operator, operator, dragline, but excluding supervisor, confidential, general office clerical, temporary and all other employees. For the purposes of the Agreement, the term “supervisor” means any individual having authority, in the interest of the Employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not a merely routine or clerical nature, but requires the use of independent judgment. The parties agree that the supervisors shall be automatically excluded from the bargaining unit.

A confidential employee is herein defined as an employee who in the regular course of his duties works with, has access to, or possesses information relating to the Employer’s labor relations matters. All confidential employees shall automatically be excluded from the bargaining unit.

Temporary employees (to include the term “seasonal employees”) are herein defined as those employees hired for a period of time not to exceed six (6) months. All temporary employees shall automatically be excluded from the bargaining unit.

2.3 UNION MEMBERSHIP: In accordance with Section 48-837 of the Nebraska State Statutes, employees shall have the rights to join and participate in, or to refrain from joining and participating in the Union. There shall be no interference, restrain, or coercion by the Employer or the Union against any employee because of membership or non-membership in the Union, or for exercising their rights under this Contract.

2.4 NOTIFICATION: The Employer shall notify the Union of newly created class and classification changes on a quarterly basis. If the parties are unable to reach settlement as to the inclusion or exclusion of a new classification from the bargaining unit, they

may submit such classifications to the CIR for unit clarification. The ~~Richardson County Roads/Highway Department~~ Employer shall may assign newly created titles to the appropriate bargaining unit. The parties shall meet to negotiate placement of these titles if the Union does not agree with the Employer's placement. All new classification titles and specifications shall be supplied to the Union as soon as finalized.

~~2.5 DUES DEDUCTION: Upon receipt of a voluntary written individual authorization order from any of its employees covered by this Contract on forms provided by the Union, the Employer will deduct from the pay dues such employee those dues required as the employee's membership dues in the Union.~~

~~2.6 AUTHORIZATION: Such order shall be effective only as to membership dues becoming dues after the date of delivery of such authorization to the payroll office of the employing unit. Deductions shall be made only when the employee has sufficient earnings to cover deductions for social security, federal taxes, retirement, state taxes, health insurance, and like insurance. Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.~~

~~2.7 LIST OF EMPLOYEES: Upon receipt of a list of employees for whom dues deductions are to stop, the Employer will discontinue the automatic payroll deductions from such employees.~~

~~2.8 RESTRICTION: No other employee labor organization shall be granted or allowed to maintain payroll deduction for employees covered by this Contract.~~

~~2.9 DEDUCTION REPORT: The Employer shall submit to the Union a monthly "Deduction Report" listing the employees with Union dues deductions in paper format or a mutually agreeable electronic format.~~

~~2.10 INDEMNIFICATION: The union shall indemnify the Employer and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of any action taken by the Employer for the purpose of complying with the provisions of Section 2.5 through 2.9.~~

2.115 BULLETIN BOARDS: The Employer shall provide the Union with reasonable bulletin boards space at the Department of Roads' facilities. Material posted shall contain only factual information and shall not contain derogatory statements concerning the Employer or its employees, or contain material likely to be considered to be offensive by the public who may be visiting or conducting business with the Employer. Material, which, in the opinion of the Employer, is not in conformity with the above, shall be called to the attention of a Union Representative, who will remove the material. Any

material posted on the bulletin board shall bear a signature and title of an authorized Union Representative. No material shall be posted on a bulletin board by either the Union or any employee of the bargaining unit without prior approval of the Highway Superintendent.

2.426 UNION STEWARDS: Union Stewards, as defined in Article 5, whose names have been certified to the Employer in writing, may, during non-work time, post Union notices on such bulletin boards. Material to be placed on the bulletin boards shall be limited to notice of the Union's recreational, education and social affairs, notices of Union elections, appointments and results of Union elections and notices of Union meetings. All notices other than those notices of the Union's recreational, educational, and social affairs, notices of Union elections, appointments and results of Union elections and notices of Union meetings, shall be presented to the Highway Superintendent, or his or her designee for approval. The Highway Superintendent, or designee, shall provide notice of the decision within three workdays. All notices shall indicate both posting and removal dates. The Union will be responsible for posting and removal of all Union notices.

2.437 UNION STAFF ACTIVITY: The Employer agrees that non-employee representatives of the Union (Union employees), provided they have been certified in writing to the Employer, and have first obtained permission from the Employer or its designated representatives (permission shall not be unreasonably denied), shall be allowed during working hours on the Employer's premises, with no harassment to:

- a. Post Union notices on designated bulletin board space as prescribed elsewhere in this Article (Stewards and/or Union officers may do so only during non-work time),
- b. Attend meetings scheduled as provided in the grievance procedure of this Contract,
- c. Consult with the Employer,
- d. Consult with local Union Officers or Stewards, after such employees receive permission from the first level of supervision outside the bargaining unit, concerning the enforcement of any provisions of this Contract and be provided a private meeting room, if requested, and if available. Permission will not be withheld if the meeting would not unduly disrupt operations. Such activities shall not interrupt the work of the Roads/Highway Department.

~~2.14 QUARTERLY REPORT: At the beginning of each quarter, the Employer will provide the Union with a printed list, upon request, at the Union's expense, containing the names, home mailing addresses, class title, class codes, and worksites of all newly hired, transferred, demoted or promoted employees in the bargaining unit. The Union will keep this list confidential.~~

ARTICLE 3 – GRIEVANCE PROCEDURES

3.1 GRIEVANCE DEFINITION: A grievance is a written complaint alleging a violation involving the application and/or interpretation of the provisions of this contract or rules or policies that concern terms and conditions of employment. The Union shall have the right to file a grievance on behalf of the employee or employees involved.

3.2 WRITTEN INFORMATION: A grievance shall contain a statement of grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, if known, and the specific article or articles of the contract involved.

3.3 SUBMISSION: The following procedure shall be used in the submission of a grievance:

a. Step 1

The aggrieved employee shall present in writing the grievance to the RoadsHighway Superintendent, or in the absence of the RoadsHighway Superintendent the appropriate foreman/~~County Board~~ within five (5) working days from the date upon which the grievance is based.

The Highway Superintendent, or in the absence of the RoadsHighway Superintendent the appropriate foreman/~~County Board~~, shall attempt to adjust the matter. The RoadsHighway Superintendent, or in the absence of the RoadsHighway Superintendent the appropriate foreman/~~County Board~~, may confer, with the Grievant either in person or by telephone, then reply in writing on the grievance form (or an attachment) within five (5) working days ~~of~~after delivery of the grievance.

Nothing in this Article shall be construed ~~so~~ as to prevent an employee and/or his Union Representative from discussing the Grievant issue with the Superintendent, or in the absence of the RoadsHighway Superintendent the appropriate foreman/~~County Board~~, prior to filing the formal grievance in an attempt to resolve the issue; however, contractual timelines will be applicable.

b. Step 2

If satisfactory settlement is not reached under Step 1, the grievance shall be presented to the County Commissioners and the Union Business Representative within five (5) working days from the date any decision ~~wasis~~ made by the Highway Superintendent under Step 1. The County Commissioners shall review the alleged grievance and meet with the Grievant (and the Union Representative, if applicable) at the first regularly scheduled Board meeting following receipt of the appeal. The Commissioners will render their decision to the Grievant and the Union in writing within five (5) workdays of said meeting.

~~c. Step 3~~

~~If satisfactory settlement is not reached under Step 2, the grievance shall be presented in writing to the Grievance Board within five (5) working days from the date a decision was made by the County Commissioners under Step 2. Said Grievance Board shall be made up of the following: two (2) people to be appointed annually by the Richardson County Board of Commissioners, two (2) people to be appointed annually by NAPE/AFSCME, and one (1) person to be selected by the other four (4) committee members. The Grievance Board shall conduct a hearing concerning the grievance at their earliest convenience, but within twenty (20) workdays from the receipt of the grievance. The Grievance Board will render its decision in writing within five (5) workdays of said hearing. The Grievance Board's decision shall be final.~~

~~d.c.~~ Nothing in this Article shall be interpreted to limit any party's right to pursue available court remedies or appeals which may be available by law.

3.4 TIME LIMITS: Any time limitation provided herein may be waived or extended in writing by mutual agreement of the parties involved. Electronic communication shall be considered to be "in writing." When computing time, the first business day after an action will be considered day 1. Any grievance not filed within the time limitations provided herein shall constitute a waiver of grievance rights. The failure of the Employer to process a grievance within the time limits provided in this Article shall constitute an approval of the grievance, and the requested relief shall be granted.

ARTICLE 4 – LAYOFF AND RECALL

4.1 FACTORS: Whenever there is a reduction in the work force, layoffs shall be made by the Employer. The Roads/Highway Department shall make recommendations to the County Board of Commissioners when a layoff is necessary and which classes and positions will be affected. When the employees are equally qualified to perform the work, then seniority shall be a factor. In recognition of the responsibility of the Employer for efficient operation, it is understood and agreed that in all cases of an increase or decrease of force, the following factors shall be considered: (a) ability and general fitness to perform the work in their own classification; and (b) continuous service, provided, however, only where factor “(a)” is relatively equal as between two or more persons, shall length of continuous service “(b)” be a determining factor.

4.2 NOTICE: The Employer shall give employees subject to layoff written notice at least ten (10) working days prior to the last effective date of the same. Such notice may be given to the employee orally, but also shall be mailed to each affected employee’s last known address as shown on the Employer’s records.

4.3 RE-EMPLOYMENT: The regular employees who have been laid off shall be placed on a layoff list maintained by the Employer, and such employees may be eligible for re-employment by the Employer. If rehired within six (6) months, all benefits in effect at the time of the layoff shall be reinstated.

4.4 LAYOFF LIST: The names and status of employees who have been laid off shall be placed on a layoff list, and shall be eligible for recall for a period of nine (9) months. 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 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 Highway Superintendent’s Office. Employees on the layoff list shall be responsible for making their current address to the County Highway Superintendent’s Office. The County shall present the Union with the layoff list and any changes as soon as possible.

4.5 REINSTATEMENT OF SENIORITY AND BENEFITS: Employees that are reinstated within nine (9) months of layoff shall have their seniority and all benefits in effect at the time of layoff reinstated.

4.6 SENIORITY: For purposes of this contract seniority is defined as the length of an employee's continuous service since the employee's last date of hire as a full time employee with the Richardson County Roads/Highway Department.

ARTICLE 5 – STEWARDS

5.1 GENERAL: Stewards in the matter set forth in this Article shall represent employees within the bargaining unit. Employees, however, shall have the option of representing themselves. The Union shall furnish management a list of the stewards' and alternate stewards' names and their assigned areas and shall keep a list current at all times. Alternate stewards may be appointed by the Union to serve if regular stewards are not working at the time an employee requests representation.

- a. No more than two (2) stewards will be allowed to be certified at one time, and no more than two (2) alternate stewards will be allowed to be certified at one time.
- b. Alternate stewards appointment will only be allowed if both stewards are not working. If appointed by the Local Union, such appointment must be furnished in writing to management. Alternate stewards will only be allowed to act as stewards after management's receipt of notification of appointment.

5.2 UNION STEWARD INVESTIGATION: When requested by an employee, a steward may investigate any alleged or actual grievance in his assigned work area and assist in its presentation, unless another steward in performing this function. He shall be allowed time during working hours in accordance with Section 4 of this Article upon notification and approval of his supervisor or designee, provided, however, the supervisor shall not unreasonably withhold approval. The steward must notify his/her supervisor prior to investigating claims during working hours. Employees may discuss grievances and complaints with stewards for reasonable amounts of time during their regular work shift, provided that the employee(s) and stewards have received approval from his/her supervisor or designee. Employee(s) and stewards must notify his/her supervisor upon their return to work.

5.3 STEWARD NOTIFICATION: When an employee presents his own grievance without a Union steward, the steward may, at the employee's request, be given an opportunity to be present, and shall be allowed the time in accordance with this Contract, upon notification and approval of his supervisor or designee, provided, however, the supervisor shall not unreasonably withhold approval.

5.4 GRIEVANCE PAY: Stewards who use time during their regular shift hours for investigating grievances or attending grievance meetings will be paid their regular hourly rate for such time used but not to exceed a total of three (3) hours per week,

which shall include any travel time necessary. The three hours per week is neither transferable nor cumulative and shall be limited to the steward's normal workweek. Stewards may use steward time for discussion of work rules per Section 1.5 with Roads/Highway Department representatives.

5.5 APPROVAL OF GRIEVANCE INVESTIGATION: No steward shall leave his regularly assigned work, work site or work area in order to investigate a grievance without first obtaining approval of his supervisor or designee, and provided further, such approval shall not be unreasonably withheld. The steward must notify his/her supervisor upon return to work.

ARTICLE 6 – WORK SCHEDULE

6.1 WORK SCHEDULE: Work schedule is defined as an employee's assigned hours, days of the week, days off and shift.

6.2 CHANGE IN WORK SCHEDULES: The Employer shall provide ten workdays written notice to the affected employees prior to making changes in their permanent work schedules, except when requested or agreed to by the Employee or in cases of emergency. (An emergency is defined as an unexpected, unforeseen or unanticipated event.) Non-permanent work schedule changes may be made by the Employer in order to respond to emergency staffing needs. At an employee's request, the reason for permanent change of schedule will be provided.

6.3 MEAL PERIODS: All employees shall be granted an unpaid meal period of thirty (30) minutes during each workday for lunch or dinner. Employees are completely relieved from duty during this time and are not compensated for the meal period. Where practicable, the Employer will attempt to schedule the meal period at approximately the middle of each shift.

6.4 REST PERIODS: All employees shall be granted a fifteen (15) minute paid rest period during each one-half shift. The rest period shall be scheduled at approximately the middle of each one-half shift.

6.5 CALL BACK TIME/CALL-IN: Employees eligible for overtime who are called back for duty or called in on the employee's day off will be guaranteed a minimum of two hours at the appropriate rate of pay. This provision shall not be construed so as to provide for additional compensation if the employee is recalled back for duty within the original two-hour call-back period, except that employees who are called back to work in excess of two hours will be paid for actual time worked. To qualify for call-in compensation, the time worked cannot be contiguous to the end of an employee's scheduled work shift.

6.6 MEALS AND LODGING REIMBURSEMENT: All meal, mileage and lodging reimbursement requests must have approval from the Highway Superintendent prior to their occurrence. Reimbursement will be made according to current Richardson County Board of Commissioners policy not to exceed set statutory limits.

6.7 WORK WEEK: The regular workweek shall be from 7:30 – 11:30 a.m. and noon to 4:00 p.m. The parties agree to the following conditions during the term of this contract, when the County determines that a "summer hours" workweek is beneficial: hours will

be 6:30 a.m. – 11:30 a.m. and noon to 3:00 p.m. The Employer agrees that “summer hours” workweek will not begin each calendar year prior to May 15th and will run no longer than through September 30th.

6.8 FOUR DAY WORK WEEK: The parties agree to the following conditions when the County determines a ten (10) hour four-day workweek is beneficial:

1. The 10-hour, four-day worksheet schedule will begin no earlier than May 15 and will run no longer than September 30, Monday through Thursday.
2. Working hours shall be 6:30 – 11:30 a.m. and noon to 5:00 p.m., with breaks in accordance with 6.4.
3. Compensation for all holidays that occur during the 10-hour, four-day work schedule will be at 10 hours per day at the regular rate of pay.
4. All hours worked over 40 hours during the 10 hour, four-day workweek will be compensated at the rate of time and one-half regular pay.
5. If employees are unable to work due to weather while on the four 10-hour workday schedule, employees may be required to work an additional day (Friday) to reach their 40-hour week.

ARTICLE 7 – TRANSFERS, PROMOTIONS AND FILLING VACANT POSITIONS

7.1 POSTING JOB VACANCIES: Whenever a vacancy occurs in a position the Employer intends to fill within bargaining unit classifications, a notice of such vacancy shall be posted on bulletin boards normally used for communicating with bargaining unit employees in the specific facility in which the vacancy exists stating the job title, description, qualifications, work area, pay rate and closing date for applications. The Employer shall make reasonable efforts to post vacancies internally at least one day prior to external advertisements. Upon posting employees may apply for the position in writing for a period of not less than seven (7) calendar days.

7.2 SELECTION: The Employer shall fill job vacancies using factors of a) knowledge, experience and ability; and b) and job related tests. Where applicants rate substantially the same on factors, Roads/Highway Department current employee applicants will be given preference and where two Roads/Highway Department employee applicants rate substantially the same, the more senior employees will be given preference.

In cases where a current Roads/Highway Department employee is chosen to fill the vacancy, said employee shall serve a sixty (60) day probationary period. The probationary period is intended to give the Employer an opportunity to evaluate the employee's work performance in the new job, and also for the employee to evaluate the new job. Should the transferred employee fail to perform the duties of the new position in an acceptable manner, the Employer shall return the employee to his former position. During the probationary period, the transferred employee may at this option return to his/her previous job. Upon completion of the sixty (60) days probationary period, the employee shall receive the top rate of pay of the new position.

All new hires shall be required to serve an original probationary period of six months from the date of hire. An employee shall be removed from original probation status on the day following the end of the original probationary period, unless notified in writing of extension or separation by the Highway Superintendent.

The Highway Superintendent may extend the original probation of an employee for reasons of performance, transfer, promotion and leave of absence for a period not to exceed a total of one calendar year from the date of hire or rehire. Notification of extension will be in writing and shall include the specific period of extension.

Employees may be separated at any time during the original probationary period. Prior notice of separation may, but need not, be given. Employees on original probation do not have grievance rights.

7.3 OUT OF CLASS PAY: Employees performing the duties of a higher paid job classification than the classification currently held by the employee for a period of ten (10) consecutive work days or more shall receive a temporary pay increase to the hiring rate of the salary grade of the higher classification while performing those duties. The increase in pay shall be retroactive to the first day of transfer. No temporary transfer may exceed thirty (30) consecutive workdays.

ARTICLE 8 – DISCIPLINE

8.1 DISCIPLINE: Discipline of employees shall be formulated and enforced in accordance with established policies and procedures of the Employer.

Employees will not be disciplined in an arbitrary manner. Discipline will only be imposed based upon an appropriate reason. When imposing discipline, the employee's history of prior discipline and performance shall be considered.

The level of severity of any infraction(s) is solely at the discretion of the Highway Superintendent, ranging from an oral reprimand to immediate discharge.

8.2 GROUNDS FOR DISCIPLINE: Employees who are not performing their jobs up to expectations or who break work rules or exhibit improper behavior will be subject to discipline.

8.3 PROCEDURE: When the County disciplines an employee, it shall be done in a professional manner.

The County reserves the right to investigate, make judgments and take appropriate disciplinary action in each individual incident/violation.

8.4 EMPLOYEE REPRESENTATION: Upon request, employees may be represented at meetings, other than routine supervisory conferences.

8.5 Discipline shall be reasonably imposed, in accordance with this contract, state law, and federal law.

ARTICLE 9 – WAGES

9.1 PAY GRID: The job classifications and wage rates set forth in the attached “Appendix A” shall take effect July 1, 2023, July 1, 2024, and July 1, 2025. Wage rates for all jobs shall be adjusted upwards by 2% as of July 1, 2026, and 2% as of July 1, 2027. See Appendix B.

9.2 PAY PERIOD: The Employer will continue existing practices concerning pay periods and paydays for the term of this contract, except that an employee shall be allowed to pick up his/her paycheck as soon as it is ready.

The Employer will disperse paychecks electronically on the Friday following the end of the two week pay period. Pay periods will be every two weeks. Employees will be responsible for getting their time sheets and paperwork to the office on time.

ARTICLE 10 – OVERTIME

10.1 RATE OF PAY: Time and one-half (1 – 1/2) the employee's regularly hourly rate of pay shall be paid for all work performed in excess of forty (40) hours in any workweek.

For the purposes of figuring overtime, the workweek will commence at 12:01 a.m. Sunday and end at 12:00 p.m. (midnight) Saturday.

10.2 COMPENSATORY TIME: The employee may elect to have overtime payment in compensatory time off at the rate of time and one-half (1 – 1/2) the regular hourly rate of pay. The employee shall be able to accumulate up to 240 hours of compensatory time. Compensatory time shall be carried over into the next fiscal year if not used in the current year it is earned.

10.3 PAYMENT OF OVERTIME: Time accumulated over the above-noted amounts must be paid for at time and one-half rates. Payment of overtime shall be paid at the employee's current hourly rate. All unused compensatory time remaining when the employee leaves employment of the County shall be paid at the employee's current hourly rate or at the average rate for the final three years of employment, whichever is greater.

10.4 USE OF COMPENSATORY TIME: An employee shall be entitled to use compensatory time off upon request, consistent with requests for use of vacation time, except that the Employer may also refuse such request based on staffing requirements.

10.5 ASSIGNMENT OF OVERTIME: Overtime will be assigned to the employee or employees regularly performing the work during the regular shift. In the event such employee or employees are unable to work the overtime, the overtime will be assigned to available individuals on a rotating basis. Seniority within the affected job classification will be utilized to the extent possible.

10.6 OVERTIME AFTER REGULAR SHIFT: When overtime is contiguous to the regular shift, the overtime to be worked will be offered to the employee or employees performing the work during that regular shift. Overtime, which is not contiguous to the regular shift, will be offered on a rotating basis based on availability, with preference given to seniority when possible.

10.7 IN-SERVICE TRAINING: In the event the Employer requires in-service training of employees, such training will be considered as work time and the employees paid accordingly.

ARTICLE 11 – AUTHORIZED LEAVE

11.1 HOLIDAYS: The County will pay eight (8) hours of regular pay for the following days, except for one-half day Christmas Eve when it occurs on a weekday, and then it will be four (4) hours of regular pay, for a total of 100 hours per year:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Arbor Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
One-Half Day Christmas Eve	(when Christmas Eve occurs on a weekday <u>Saturday or Sunday it is not a paid holiday</u>)

11.2 WEEKEND HOLIDAYS: When a holiday falls on the first day of an employee's weekend, it shall be observed on the preceding day. When a holiday falls on the second day of an employee's weekend, it shall be observed on the following day.

11.3 HOLIDAY PAY: ~~Hours worked by an overtime-eligible employee on an actual or observed holiday shall be compensated as overtime hours.~~ Any individuals working on ~~holidays or~~ observed holidays will receive payment of time actually worked only at the rate of one and one-half times the employee's regular rate of pay.

11.4 VACATION LEAVE: ~~Earning of vacation leave by bargaining unit employees begins immediately upon employment. Vacation does not accrue between employment anniversary dates and may not be taken until it is earned.~~ A vacation day is defined as eight (8) hours, for bargaining unit employees. The amount of vacation to which an employee becomes entitled is determined by the employee's length of service as of his or her employment anniversary date.

Full-time employees earn vacation leave according to the following schedule:

After 1 year of employment	5 days
After 2 years of employment	10 days
After 5 years of employment	11 days
After 6 years of employment	12 days

After 7 years of employment.....	13 days
After 8 years of employment.....	14 days
After 9 years of employment.....	15 days
After 10 years of employment.....	16 days
After 11 years of employment.....	17 days
After 12 years of employment.....	18 days
After 13 years of employment.....	19 days
After 14 years of employment.....	20 days
After 20 years of employment.....	21 days
After 30 years of employment.....	22 days

The maximum amount of vacation hours an employee accrues is determined by his or her rate of accrual. Once that maximum is reached, further accruals will cease until the vacation hours are taken and fall below the maximum allowed. Vacation does not accrue during unpaid leaves of absence.

11.5 VACATION SCHEDULING: The Employer shall determine the number of employees that may be on vacation at any one time. All employees by March 1 of each year must, on the vacation schedule provided by the Employer, indicate the dates beginning and ending dates that they desire for their vacation period. Vacation shall be bid annually according to seniority, ~~but no employee may carry over or accumulate more than five (5) vacation days from year to year; except that there shall be no loss of vacation if the Employer cancels the vacation and the employee is unable to reschedule due to no workdays remaining in the year.~~

11.6 INSTRUCTIONS AND RULES FOR SCHEDULING VACATIONS:

- a. Scheduled vacation shall be defined as that vacation period requested in writing by the bargaining unit employee prior to March 1 of each year.

- b. Scheduled vacation shall be bid according to seniority.
- c. Unscheduled vacation shall be defined as that vacation period requested in writing by the bargaining unit employee after March 1 of each year.
- d. Unscheduled vacation shall not be bid according to seniority and will be approved or not approved by the employer on the basis of work load and vacation load provided the request is submitted in writing five (5) or more workdays before the vacation period is to begin.
- e. Unscheduled vacation requested in writing less than five (5) workdays prior to the beginning of the vacation period shall be the unusual and rarely occurring and shall be approved or disapproved at the option of the Employer giving consideration to the workload and vacation load.
- f. All scheduled and unscheduled vacation requests shall be submitted in writing, dated, signed and fully complete on forms furnished by the Employer.
- g. All scheduled and unscheduled vacation shall be taken as requested and approved unless a written request for cancellation from the employee is received at least twenty-five (25) hours prior to the start of the vacation period. The cancellation approval shall be at the option of the Employer, giving consideration to the workload and vacation load.

11.7 VACATION LEAVE PAYMENT: Employees who leave employment shall be paid for any unused accumulated vacation leave earned, calculated on their base hourly rate. Pay for the unused accumulated vacation leave shall be in a lump sum addition to the employee's last paycheck.

11.8 ~~PAID TIME OFF~~SICK LEAVE: The purpose of "~~PAID TIME OFF~~sick leave" is to provide a benefit to those eligible employees who are unable to attend work due to, but not limited to, short term illness or injury of the employee or an immediate family member. Employees are encouraged to plan ahead for any unexpected illness by accumulating a portion of the earned annual "~~PAID TIME OFF~~sick leave" hours.

Full time employees will accrue "~~PAID TIME OFF~~sick leave" benefits at a rate of ~~12~~eight (8) ~~working day~~s hours for each one-hundred and seventy-three point thirty-three (173.33) ~~hours worked, not including overtime hours per year.~~ "~~PAID TIME OFF~~sick leave" benefits may be accumulated by the employee to a maximum of ~~four hundred and~~ eighty (480)

~~working day~~hours. "Paid Time Off" above eighty (80) days at the end of business on December 31 of each calendar year shall be forfeited.

Sick leave will not be paid out on date of separation of employment from the County. All accumulated PTO that employees currently have as of the date of a new contract being signed will be converted to paid sick leave and available for use by the employee pursuant to Section 11.9.

~~All "Paid Time Off" accrued on the date of separation shall be paid to the employee at the employee's current wage rate.~~

11.9 ~~PAID TIME OFF~~SICK LEAVE USAGE: The following conditions are valid reasons that ~~Paid Time Off~~sick leave may be used:

- a. When an employee is unable to perform his/her duties because of sickness, disability, injury, or when an employee's presence at work jeopardizes the health of others by exposing them to a contagious disease. ~~Pregnancy, post-natal recovery, and miscarriage, shall be considered temporary disabilities.~~
- b. When the illness, disability, injury, or major surgery of an immediate family member requires the employee's presence. The immediate family shall be considered as: spouse, children, parents, and others bearing the same relationship to the employee's spouse. At the Employer's discretion, the definition of immediate family may be broadened.
- c. When an employee's pre-scheduled medical, surgical, dental or optical examinations or treatment, or when the employee must seek emergency treatment.

11.10 REQUEST FOR ~~PAID TIME OFF~~SICK LEAVE: ~~Paid Time Off~~Sick leave shall be requested in advance when possible. Such request shall be answered within 48 hours. In the case of illness, injury, emergency or any other absence not approved in advance, the employee should inform the ~~first level of supervision outside the bargaining unit~~Highway Superintendent of the circumstances as soon as possible. An employee may be required to submit substantiating evidence when the reason for the request was a medical or dental appointment.

11.11 DENIAL OF ~~PAID TIME OFF~~SICK LEAVE: ~~Paid Time Off~~Sick leave may be denied when the employee fails to substantiate the legitimate use of such time.

11.~~13~~¹² BEREAVEMENT LEAVE: Employees will be granted pay for time lost from work in the event of the death of an immediate family member in accordance with the following schedule: 5 paid days for spouse, child or parents; 3 paid days for brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparent or grandchild. Step-persons bearing these relationships are included.

Bereavement ~~Leave~~ for non-family members will be granted at the discretion of the ~~Department Head, or in the absence of the Roads~~^{Highway} Superintendent ~~the appropriate foreman/County Board~~. Employees will be allowed to use earned vacation, earned compensatory time or paid ~~time-off~~^{sick leave} for the attendance of a funeral if they do not wish to take time off without pay.

Employees actively serving as a pallbearer at a funeral will be granted one day off with pay the day of the funeral.

11.~~15~~¹³ MILITARY LEAVE: Military leave shall be granted in accordance with applicable federal and state laws.

11.~~16~~¹⁴ CIVIL LEAVE: All employees shall be eligible for paid civil leave under the following conditions:

a. Jury Duty:

If an employee is called to serve as a juror, he/she shall be entitled to paid civil leave. All payments for jury duty, except mileage payment, shall be returned to the County. The employee shall retain mileage payments. If an employee is excused early from jury duty, he/she must return to work to complete his/her workday since he/she is being paid for this time.

b. Voting Time:

All employees shall be allowed up to two paid hours for the purpose of voting provided the employee does not have sufficient time before or after regular duty hours to vote. The two hours authorized for voting does not apply to those employees who by reason of their employment must vote by use of an absentee ballot.

c. Court Appearance:

Time spent by employees appearing in court as a function of their job shall be considered as hours worked. All witness fees received as a result of these court appearances shall be returned to the County.

Employees attending courts as a plaintiff, defendant or witness on non-work related matters, may use vacation leave or earned compensatory time. In the event the employee is subpoenaed for non-work related matters, and does not have vacation leave or compensatory time the Employer shall grant ~~aan~~ unpaid leave of absence. The employee shall keep any witness fee paid to the employee for these court appearances.

d. Volunteer Fire or Rescue Workers:

Time spent on an official department "paged out" call as a volunteer fireman, volunteer rescue/ambulance squad or volunteer storm spotter shall be considered paid time, if employer has been notified of said membership and the employee ~~had notified~~ notifies the employer ~~of~~ prior to leaving their work duties.

e. Employees donating blood to an approved agency shall be in paid status for the time of extraction and reasonable travel time to the mobile location if such location is not at their work location. An appointment must be made for the donation at a site closest to the employee's workplace. If the County is experiencing an emergency situation where the full work force is needed to assure the public safety of the citizens of the County, the employee will not be granted the leave.

~~11.17 LEAVE OF ABSENCE: The Employer may grant employees an unpaid leave of absence, not to exceed one (1) year (except for military service and some worker's compensation cases), when such absences will not interfere with the best interest of the County. Under unusual circumstances the Employer may extend this time. Written requests for leave of absence will be considered for such things as temporary disabilities, education purposes, or other uses. The leave of absence when granted shall be in writing and detail the employment conditions that will be in effect at the end of the absence. Vacation leave may be required to be exhausted prior to such request.~~

~~11.18 TEMPORARY ASSIGNMENT: During the leave of absence, the temporary vacated position may be filled by either employing a temporary employee or assigning another qualified employee to assume the duties of the position.~~

11.2015 EMPLOYEE'S SERVICE DATE: An employee's service date shall be adjusted for non-pay absences in excess of fourteen (14) calendar days, except when an employee is still eligible for workers' compensation payments.

11.2116 ADVANCEMENT OF VACATION AND ~~PAID TIME OFF~~SICK LEAVE: The Employer may advance vacation and paid ~~time off~~sick leave to employees in an amount not to exceed a total of eighty (80) hours (pro-rated for part-time employees). Employees shall reimburse the County for all used unearned and paid ~~time off~~vacation and sick leave upon separation or transfer.

ARTICLE 12 – INSURANCE

12.1 HEALTH INSURANCE: The Employer shall continue to provide health insurance coverage during the life of this contract as provided to all other employees of Richardson County as determined by the County Board of Commissioners of Richardson County. The County reserves the right to change carriers and benefits provided, including the deductible, with notification to the Union. ~~Health insurance with the appropriate Employer contribution will be paid during an absence under worker's compensation after all accrued leave and compensatory time has been depleted.~~

12.2 EMPLOYER CONTRIBUTION: The Employer will provide and pay 100% of the premium for single premium cost for health insurance for all regular full time employees in the bargaining unit. The County will also contribute funds (\$500) to a medical reimbursement account for such employee in the amount allowed by the Internal Revenue Service Treasury Law.

12.3 LIFE INSURANCE: The Employer will provide group life insurance for each full-time employee in accordance with the following schedule as called for in the group policy: up to age 65-\$15,000.; up to age 70 – reduced by 35% or \$9,750.00; up to age 75 reduced by 55% or \$6,750.00; up to age 80 reduced by 70% OR \$4,500.00 and terminates at age 80 or retirement, whichever comes first. The full cost will be borne solely by the Employer. Optional life insurance will be made available to bargaining unit employees at the employee's cost.

ARTICLE 13 – HEALTH AND SAFETY

13.1 SAFE WORKING CONDITIONS: An employee shall not be assigned to any task abnormally dangerous, as defined by the Occupational Safety and Health Act (“OSHA”), at the employee’s place of employment. The Employer agrees to furnish and maintain in safe working condition tools and equipment required by the Employer to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice to the Highway Superintendent. Employees are responsible for properly using and caring for the tools and equipment furnished by the Employer. Refusal to work in an unsafe environment, or reporting any unsafe condition or practice to the Highway Superintendent, as defined by OSHA, shall be a defense to disciplinary action.

13.2 EMPLOYER OBLIGATION: The Employer agrees to maintain all county facilities, buildings, grounds, and equipment in accordance with directions of the applicable federal and state agencies. Recognizing the intrinsic nature of each job performed in the bargaining unit, the employer agrees to provide a safe working environment.

13.3 PROTECTIVE CLOTHING AND EQUIPMENT: In accordance with all OSHA regulations employees are required to wear all safety equipment required, including but not limited to: hard hats, safety vests, safety glasses, hearing protection, welding helmets/goggles. Required items shall be furnished to the employee at no cost. Failure to follow safety rules or using poor safety practices or using poor safety judgment may result in disciplinary action.

13.4 FIRST AID EQUIPMENT/AND WORK RELATED INJURY: The Employer agrees to provide first aid kits on all self-propelled equipment and vehicles. All on-the-job injuries and work related illnesses must be reported promptly to the Employer. Employees are responsible for reporting to the Highway Superintendent, equipment and vehicles without first aid kits; and any kits that need restocking.

13.5 EMPLOYER VEHICLES: All Employer-owned vehicles, which are used by bargaining unit employees, shall be equipped as required by law.

13.6 HAZARDOUS DUTY: Whenever an employee is required to perform duties, which require working with or around hazardous chemicals, agents, or equipment, the employee shall receive necessary training and shall be provided necessary protective equipment and clothing. At a minimum the education and training must include:

- a. The location of toxic substances.

- b. The names of the substances, including the generic or chemical names, as well as the trade or other commonly used names.
- c. The acute and chronic effects of exposure to the hazardous substance, and any symptoms and effects of exposure.
- d. The potential for flammability, explosion and reactivity of such substance.
- e. Appropriate emergency treatment.
- f. Proper conditions for safe use and exposure to such toxic substances.
- g. Procedures for cleanup of leaks and spills of such substances.

13.7 SAFETY BELTS: All employees who operate a County-owned vehicle or use a personal vehicle for County use will wear a safety belt when operating such vehicles, unless the personal vehicle is not required by State Law to have safety belts.

13.8 DRUG FREE WORKPLACE: Richardson County has a Drug Free Work Place Policy. Employees are informed that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place and employees who violate such prohibition shall be terminated from their employment. (Reference – Richardson County Resolution 1989-1990-19)

13.9 SAFETY MEETINGS: If at work, all employees are expected to participate in safety programs and meetings, promote safety awareness, bring forth safety suggestions, wear protective equipment as provided and follow safety rules.

ARTICLE 14 – PERSONNEL FILE INFORMATION

14.1 PERSONNEL FILE REVIEW: With prior approval for absence from work from the first level of supervision outside the bargaining unit, an employee shall, be allowed to inspect his/her personnel file during normal office hours.

14.2 AUTHORIZATION: Upon receipt of written authorization from the employee, the Employer will allow another employee or designated representative to inspect the employee's personnel file, or payroll records maintained by the Employer.

14.3 REVIEW OF FILES: Personnel files cannot be removed from the premises and all file reviews will be under the supervision of the Employer.

14.4 COPIES: Except as needed to process grievances, the Employer will provide one (1) copy of up to ten (10) personnel file documents when requested by an employee during the contract year.

14.5 NOTIFICATION: An employee shall be notified in writing within ten (10) workdays of any non-routine information being placed in his/her personnel file.

14.6 REBUTTAL DOCUMENTS: An employee may include rebuttal documents of his/her choice in his/her personnel file.

ARTICLE 15 – NO STRIKE – NO LOCKOUT

15.1 CITIZEN SERVICES: The Union and the Employer recognize and agree that the rendering of services to the citizens of the County cannot be withheld, interrupted, or discontinued, and that to do so could endanger the health, safety and welfare of the inhabitants thereof, as well as violate State Statute.

15.2 PROHIBITION OF WORK STOPPAGES: Neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, sympathy action, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Employer.

15.3 NO LOCKOUT: Neither the Employer nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Contract.

15.4 INDIVIDUAL DISCIPLINE: The Employer may discourage or discipline any employee who intentionally in concert violates the terms of this Article and any employee who fails to carry out his/her responsibilities under the terms of this Article.

15.5 REMEDIES: Nothing contained herein shall preclude the Union or the Employer from obtaining whatever remedies may be available to the parties at law or in equity in the event of a violation of this Article.

15.6 OBLIGATIONS OF EMPLOYER AND COUNTY: The parties agree to comply with the provisions of Section 48-802 and 48-821 R.R.S. of Nebraska, which are recognized as applicable to the parties of this Contract.

ARTICLE 16 – SAVINGS CLAUSE

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

ARTICLE 17 – TERMS OF CONTRACT

17.1 EFFECTIVE DATES: The terms and conditions of this contract shall continue in full force and effect commencing on July 1, 2023, and terminating on June 30, 2028, unless the parties mutually agree in writing to extend any or all of the terms of this contract.

17.2 NEGOTIATIONS: Either party may initiate negotiations for a new contract no sooner than 120 days prior to the expiration of this contract.

ARTICLE 18 – MISCELLANEOUS ITEMS

18.1 DEPARTMENT OF TRANSPORTATION RULES: All Roads/Highway Department employees will be required to obtain commercial drivers licenses (CDL). Licenses are to be obtained in accordance with Federal, State and Department of Transportation (DOT) rules and regulations. Employees with commercial drivers license are subject to random alcohol and drug testing according to DOT standards.

- a. Employees will be allowed to take the CDL test on county time and ~~using~~use county trucks for the drive test.
- b. Employees will be reimbursed the cost difference between the CDL license and a regular driver's license. For reimbursement to be made employees must present proof of payment for the license to the Highway Superintendent.

18.~~32~~ SUPERVISOR ASSIGNMENTS: Employees will be assigned to various tasks or other work by their supervisor when needed in other areas or when employees are unable to perform their main work assignment due to weather conditions or other unforeseen circumstances.

18.~~43~~ ON CALL: The Employer agrees that employees covered by this contract will ~~not~~ be required to be on call.

18.~~64~~ APPROVAL: Nothing in this contract shall be interpreted to allow stewards, alternate stewards or other employees the right to leave their assigned work area or work job site without first obtaining approval of his or her supervisor or designee, and provided further, such approval shall not be unreasonably withheld.

ARTICLE 19 – MANAGEMENT RIGHTS

~~19.1~~ It is understood and agreed that the Employer possesses the right to operate and direct the employees of the Richardson County Roads/Highway Department to the extent that such rights do not violate its legal authority, and to the extent such rights are not modified by this Contract. These rights include, but are not limited to:

- a. The right to determine, effectuates, and implement the County's budget, goals and objectives.
- b. The right to manage and supervise all operations and functions of the Richardson County Roads/Highway Department.
- c. The right to establish, allocate, schedule, assign, modify, change and discontinue Richardson County Roads/Highway Department operations, work shifts, and working hours.
- d. The right to establish, allocate, assign, or modify an employee's duties and responsibilities and the resulting classification of such duties and responsibilities.
- e. The right to establish, modify, change and discontinue work standards.
- f. The right to hire, examine, promote, train, transfer, assign, and retain employees; suspend, demote, discharge or take other disciplinary action against employees; and to relieve employees from duties due to lack of work of funds, or the employee's inability to physically perform his/her assigned duties after the Employer has attempted to accommodate the employee's disability.
- g. The right to increase, reduce, change, modify and alter the composition and site of the work force.
- h. The right to determine, and implement policies for the selection, training, and promotion of employees.
- i. The right to create, establish, change, modify and discontinue any Richardson County Roads/Highway Department function, operation or division.

- j. The right to establish, implement, modify and change financial policies, accounting procedures, contract for goods and/or services, public relations and procedures and policies for the safety, health and protection of property and personnel interests.
- k. The right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures or policies.
- l. The right to determine and enforce employee quality and quantity standards.
- m. The right to introduce new or improved methods, equipment, technology or facilities.
- n. The right to develop alcohol and drug testing programs.

Appendix “A”

Hourly Wage Schedule Effective July 1, 2023, July 1, 2024, and July 1, 2025

JOB TITLE	July 1, 2023	July 1, 2024	July 1, 2025
Group 1 Mechanic	\$21.96	\$23.34	\$24.53
Group 2 Equipment Operator Maintainer Operator Operator Dragline Operator	\$21.78	\$23.15	\$24.52
Group 3 Truck Driver	\$21.20	\$22.13	\$23.07
Group 4 Laborer	\$21.34	\$22.41	\$23.49
Group 5 Sign Employee	\$21.25	\$22.24	\$23.23

Appendix “B”

Hourly Wage Schedule Effective July 1, 2026, and July 1, 2027

JOB TITLE	July 1, 2026	July 1, 2027
Group 1 Mechanic	\$25.02	\$25.52
Group 2 Equipment Operator Maintainer Operator Operator Dragline Operator	\$25.01	\$25.51
Group 3 Truck Driver	\$23.53	\$24.00
Group 4 Laborer	\$23.96	\$24.44
Group 5 Sign Employee	\$23.69	\$24.16

APPENDIX C

WORK RULES RICHARDSON COUNTY

ROADS/HIGHWAY DEPARTMENT

The following list of work rules is not an exhaustive list. The County may, in its discretion, discipline employees for actions that are not included on this list, provided that such actions disserve the County's best interests.

1. Employee(s) will not engage in horseplay, running, scuffling or throwing objects during work hours.
2. Employee(s) will not distract the attention of others or deliberately create confusion at work.
3. Employee(s) will not contribute to or create unsanitary conditions.
4. Employee(s) will not waste time while at work.
5. Employee(s) will not stop work or start preparations to leave work before lunch period or before the specified quitting time.
6. Employee(s) will observe all traffic regulations while operating a County vehicle.
7. Employee(s) will perform his/her job in a satisfactory manner.
8. Employee(s) will report absenteeism to Supervisor as soon as possible prior to start of regular work shift.
9. Employee(s) will follow County job instructions, verbal or written.
10. No vending, soliciting or collecting contributions for any purpose on County premises at any work location unless authorized by the Highway Superintendent or his designated representative.
11. No distribution of written or printed matter of any description during working hours unless authorized by the Highway Superintendent or his designated representative.
12. No posting, altering or removing any matter on bulletin boards on County property unless specifically authorized or pursuant to the Labor Agreement.

13. Employee(s) will not make or publish false or malicious statements concerning employees, supervisors/department heads, the County or its services.
14. Employee(s) will not cause minor damage to material or equipment due to carelessness or negligence.
15. Employee(s) will not report late for work without justifiable cause.

Disciplinary action for an infraction of work rules 1 through 15 shall include, but is not limited to, the following:

1st Offense: Oral Reprimand

2nd Offense: Written Reprimand

3rd Offense: Three (3) workdays suspension without pay.

4th Offense: Five (5) workdays suspension without pay.

5th Offense: Discharge

Not all progressive disciplinary actions ~~or measures~~ listed above must be utilized in each case, dependent upon the severity of each particular case.

16. Employee(s) will not be absent from work without justifiable cause.
17. Employee(s) will not leave work area during work hours without permission, except in cases of emergency.
18. Employee(s) will not violate a posted or published safety practice.
19. Employee(s) will not be allowed to smoke in restricted posted areas or where smoking would create a hazard.
20. Employee(s) will not sleep on the job during working hours.
21. Employee(s) will not negligently or intentionally cause damage to public and/or private property, material or equipment exceeding the amount of \$1,500.00 (one thousand five hundred dollars).
22. Employee(s) will not unnecessarily waste materials or display careless workmanship.

23. Employee(s) will not use County equipment or supplies for a personal use or perform personal services during working hours.

The County considers infractions of work rules 16 through 23 to be more serious infractions. Disciplinary action for an infraction of work rules 16 through 23 shall include, but are not limited to, the following:

1st Offense: One (1) workday suspension without pay

2nd Offense: Three (3) workdays suspension without pay

3rd Offense: Five (5) workdays suspension without pay

4th Offense: Discharge

Not all progressive disciplinary actions ~~or measures~~ listed above must be utilized in each case, dependent upon the severity of each particular case.

24. Employee(s) will not display insubordination.
25. Employee(s) will not provoke or instigate fighting during working hours or at any work location.
26. Employee(s) will not deliberately falsify County records.
27. Employee(s) will not knowingly falsify time keeping records, either personal or another employee's.
28. Employee(s) will not possess firearms or dangerous weapons on County property.
29. Employee(s) will not steal, deliberately abuse or misuse any County, government or employee property.
30. Employee(s) will not report to work under the influence of drugs unless authorized by a physician and will not use illegal drugs on County time.
31. Employee(s) will not report to work under the influence of alcohol or any controlled substance.
32. Employee(s) will not drink any alcoholic beverage while on County time or during working hours.

33. Employee(s) will not display improper conduct or indecency.
34. Employee(s) will not threaten, intimidate, coerce or interfere with fellow employees or supervision during working hours.
35. Employee(s) will not gamble on County premises.
36. Employee(s) will not display offensive conduct toward the public.
37. Employee(s) will not sabotage any material, equipment or property (either personal or County).
38. Employee(s) will not be absent without properly notifying the County.
39. Employee(s) will return to work after expiration of vacation or absence or when called back after layoff.
40. Employee(s) will not display conduct proven to be sexual harassment. The County considers infractions of work rules 24 through 40 to be the most serious infractions. Disciplinary action for an infraction of work rules 24 through 40 shall include, but is not limited to, the following:

1st Offense: Ten (10) workday suspension without pay

2nd Offense: Discharge

Not all progressive disciplinary actions ~~or measures~~ listed above must be utilized in each case, dependent upon the severity of each particular case.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____.

FOR THE UNION:

Nebraska Association of Public Employees, Local 61 of the American Federation of State, County and Municipal Employees

FOR THE COUNTY:

County of Richardson, Nebraska – Roads/Highway
Department

John J. Caverzagie, County Board of Commissioners Chairman

Rick Karas, County Board Commissioner

Bob Campbell, County Board Commissioner