2010-164

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BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AGREEMENT WITH FRATERNAL ORDER OF POLICE, SARPY LODGE NO. 3, LAW ENFORCEMENT

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, an agreement has been proposed between Sarpy County, the Sheriff of Sarpy County and the Fraternal Order of Police, Sarpy County Lodge #3 as a recognized collective bargaining organization, concerning terms and conditions of employment of the members of the bargaining unit; and said agreement is a reasonable and fair in setting the terms and conditions of the employment of those within the covered bargaining unit, and said agreement imposes certain duties and obligations on Sarpy County and the Collective Bargaining Organization.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS that the agreement between Sarpy County, the Sheriff of Sarpy County and the Fraternal Order of Police, Sarpy County Lodge #3 as a recognized collective bargaining organization, a copy of which is attached hereto, is hereby approved.

BE IT FURTHER RESOLVED THAT the Chairman of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this board the contract with the Fraternal Order of Police, a copy of which is attached, and any other related documents, the same being approved by the Board.

DATED this 8th day of June 2010.

Moved by Tom Richards, seconded by Rusty Hike, that the above Resolution be adopted. Carried.

YEAS:	NAYS:	ABSENT:
	none	Pat Thomas
		ABSTAIN:
		none

Bruce Lawrman
County Clerk Asst Chief Deputy

COUNTY CLERK SEAL SARPY COUNTY NEBRASKA

Approved as to form

Deputy County Attorney

AGREEMENT BETWEEN

THE COUNTY OF SARPY

AND

THE FRATERNAL ORDER OF POLICE, SARPY LODGE NO. 3
Law Enforcement

FY 2009-2010

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PREAMBLE

This Agreement, by and between the Sarpy County Sheriff, hereinafter referred to the Sheriff, County of Sarpy, Nebraska, hereinafter referred to as the County, and the Fraternal Order of Police Sarpy Lodge No.3, hereinafter referred to as the F.O.P., is designed to promote and strive to maintain a working agreement between the Sheriff, County and the F.O.P.

ARTICLE 1

DEFINITIONS

For the purpose of this Agreement, the following words, terms and phrases shall be construed in accordance with the definitions assigned to them unless the context in which the same shall be used would otherwise necessarily require a different definition:

SECTION 1. DEPARTMENT shall mean the Sheriff's Department of the County of Sarpy, Nebraska.

SECTION 2. EMPLOYEE shall mean any employee of the Sheriff's Department of the County of Sarpy, Nebraska.

Essential Personnel shall mean all employees excluding those who are classified as Staff Support.

Nonessential Personnel shall mean all employees who are classified as Staff Support.

SECTION 3. SHERIFF shall mean the duly elected/appointed Sheriff of the County of Sarpy, Nebraska.

SECTION 4. COUNTY shall mean the County of Sarpy, Nebraska.

SECTION 5. FOP shall mean the Fraternal Order of Police, Sarpy Lodge #3

SECTION 6. Full-time employee shall mean an employee who is accountable for eighty (80) hours of time per pay period. The eighty (80) hours of time will consist of hours worked, which may include accumulated sick, compensatory, vacation or any other approved leave.

SECTION 7. Part-time employee shall mean an employee who is scheduled to work less than eighty (80) hours per pay period.

Part-time employees working an average of sixty (60) hours or more per pay period are entitled to all benefits under this contract.

Part-time employees working an average of less than sixty (60) hours per pay period are <u>NOT</u> eligible to participate in any insurance

program offered through the County, nor shall they receive any other benefits under this contract except for those specifically listed below in this Section or elsewhere in this Agreement. Furthermore, such employees are NOT eligible to participate in any deferred compensation program or a Medical & Dependant Care Flexible Spending Account offered through the County.

Vacation and Sick Leave. All part-time employees shall receive vacation and sick leave in accordance with Article 12, Section 1 and Article 12, Section 4.

Retirement. All part-time employees working an average of forty (40) hours or more per pay period are required to participate in the State of Nebraska retirement plan. Any part-time employee working an average of less than forty (40) hours per pay period may elect to participate in the State of Nebraska retirement plan. If such employee elects to participate, it **is** his/her responsibility to apply for retirement benefits through the County Clerk's Office.

To determine the type of benefits a part-time employee is eligible for, the number of hours he/she worked the last six (6) pay periods will be averaged.

SECTION 8. Temporary Employee shall mean an employee that is not scheduled to work at least once each pay period. Temporary employees are generally employed for six months or less, and work on a call-in basis only. Employees in this classification will not receive benefits in accordance with this contract, except for uniform allowance.

ARTICLE 2

F.O.P. RECOGNITION

SECTION 1. The County recognizes the F.O.P. as the sole and exclusive collective bargaining representative of the employees of the Sheriff's Department, excluding the Chief Deputy and Sheriff.

ARTICLE 3

MANAGEMENT RIGHTS

SECTION 1. The Sheriff and the County (hereinafter "Employer") shall retain any and all authority and powers as employers as granted to them by Nebraska law except as provided in this Agreement. These powers of the Employer shall include but not be limited to the following:

The right to plan, direct, control, reduce and terminate operations; to determine shift schedules; to determine the nature of services to be supplied and to determine the extent to which such services will be provided; or the scheduling of service and the methods, processes and means of service; the right to hire, select, and promote in

accordance with the Merit Commission's employment process and to also assign, transfer, demote, suspend and discharge employees; the right to promulgate and enforce reasonable rules and the consequences for violating those rules; the right to establish drug, alcohol and controlled substance testing; the right to relieve employees from duty because of lack of work or other legitimate reasons; and the right to introduce any new or improved methods or facilities; the right to establish and implement a performance appraisal system and the right to select any and all equipment and materials to be utilized in the operation of the Sheriff's Department.

Except where expressly limited, nothing in this Agreement shall be construed to restrict, limit, or impair the rights, powers, and the authority of the Employer.

The Sheriff also reserves the right to laterally transfer any employee, including those in specialty positions, to another assignment, unit or division, provided that the employee's hourly base wage doesn't change. The Sheriff also reserves the right to add or remove an employee, from a specialty unit, e.g., E.S.U., M.O.S.A.R.T., Drug Recognition Expert, Accident Reconstructionist, etc. (The Sheriff will continue to comply with Article 10, Non-Discrimination). All other additional pay or compensatory time received for specialty positions, holidays, court appearances, overtime, etc., shall not be considered a part of hourly base wages for the purposes of this Article.

ARTICLE 4

BULLETIN BOARDS AND BALLOT BOXES

SECTION 1. The County shall permit the F.O.P. to use bulletin boards designated by the Sheriff, in the assembly rooms and off-site facilities for posting of F.O.P. meetings and elections, reports of F.O.P. committees, and other notices or announcements that would be of benefit or interest to the employees.

SECTION 2. Posted notices shall not contain anything political or anything reflecting adversely upon the County or any of its employees.

SECTION 3. The bulletin board provided shall be for the exclusive use of the F.O.P.

SECTION 4. The County will permit the F.O.P. use of one ballot box, designated by the Sheriff, in the designated assembly rooms, for use in F.O.P. elections. No employee shall participate in any F.O.P. election, in any manner, during his/her tour of duty. Any F.O.P. authorized violation of this section shall entitle the County to cancel immediately the provisions of this section and prohibit further use of the ballot boxes.

ARTICLE 5

GRIEVANCE PROCEDURES

SECTION 1. A grievance is a written claim of an employee alleging a violation of any provisions as set forth in this Agreement, the Sarpy County Sheriff's Office Standard Operating Procedures (SOP's) or the Sarpy County Merit Commission Bylaws and the Policies and Procedures Manual, as applicable.

SECTION 2. 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 act or acts of commission or omission; the identity of the party or parties who claim to be aggrieved; the provisions of this Agreement, the SOP's or the Merit Commission Bylaws that are alleged to have been violated; and, the remedy which is sought.

SECTION 3. Acceptance of Grievance:

A. The Chief Deputy or his/her designee will accept any grievance contesting a Reprimand, Suspension, Demotion or Termination, and any grievance involving a non-disciplinary matter.

B. The Sarpy County Merit Commission will accept the following from sworn personnel:

1. A grievance contesting a Suspension, Demotion or Termination from a non-probationary employee.

2. A grievance from any employee that involves a non-disciplinary matter.

C. Per this Agreement, the Sarpy County Merit Commission will <u>NOT</u> accept the following:

1. A grievance contesting any type of disciplinary action from a probationary employee.

2. A grievance contesting a Reprimand or any lesser disciplinary action.

SECTION 4. Submission of Grievance:

A. An aggrieved employee shall have the right to process his/her grievance individually or with the assistance of the FOP.

B. If an employee is requesting assistance or legal representation from the FOP concerning a grievance, a written request shall be given to the FOP President. The request shall include all of

the information detailed in Article 5, Section 2.

C. The FOP President shall call a meeting of the FOP Board of Directors. The Board, by a majority vote of the members present, shall decide whether to support the member and what level, if any, of legal assistance should be afforded to the member. The Board shall also assign a case representative.

D. Within ninety-six (96) hours of the date and time the employee first become aware of a grievable event or, if applicable, the date and time the employee received a Disciplinary Action Letter, the employee or his/her representative must take the following action(s):

1. Hand-deliver the written grievance to the Chief Deputy or his/her designee.

2. Place the written grievance in the department mail slot for the Chief Deputy or his/her designee if the grievance cannot be hand-delivered. If the grievance is not hand-delivered, the employee or his/her representative must verbally notify the Chief Deputy that a written grievance has been filed.

E. From the time the Chief Deputy or his/her designee first becomes aware that a grievance has been filed, he/she shall have forty-eight (48) hours to respond to the grievance, excluding weekends and holidays recognized by this agreement. The grievance shall be considered denied if the Chief Deputy or his/her designee fails to respond within this period.

F. If the Chief Deputy or his/her designee denies the grievance, the employee may continue in the grievance process except for the disqualifications listed in Article 5, Section 3:

1. Sworn Employee: Disciplinary Grievance

a. A sworn employee may file the disciplinary grievance with the Merit Commission. This action must occur within ten (10) calendar days after the employee is presented with an Order of Suspension, Demotion or Termination (Neb. Rev. Stat. Sec. 23-1734).

b. The Merit Commission shall, within fourteen (14) calendar days from the filing of such appeal, hold a hearing thereon, and thereupon fully hear and determine the matter, and either affirm, modify or revoke such Order. The findings and decision of the Merit Commission shall be certified to the

Sheriff, and shall forthwith be enforced by him/her (Neb. Rev. Stat. Sec. 23-1734).

c. The Merit Commission shall base its findings and decision on the bylaws and statutes in effect at the time of the hearing.

2. Sworn Employee: Non-Disciplinary Grievance

a. A sworn employee may file the non-disciplinary grievance with the Merit Commission. This action must occur within ten (10) calendar days after the employee first became aware of the grievable event.

b. The Merit Commission shall hear the grievance at their next regularly scheduled meeting, or the Merit Commission may, at its discretion, set a special meeting to hear the grievance (Neb. Rev. Stat. Sec. 23-1734).

c. After hearing or reviewing the grievance, the Merit Commission shall issue a written order either affirming or denying the grievance. Such order shall be delivered to the parties to the grievance or their counsel within seven (7) calendar days after the date of the hearing or the submission of the written grievance (Neb. Rev. Stat. Sec. 23-1734).

d. The Merit Commission shall base its findings and decision on the bylaws in effect at the time of the hearing.

G. Grievance Filing Deadline - The starting date and time for the ninety-six (96) hour period and the ten (10) day period listed in this Section shall be considered to occur at the same time.

SECTION 5. After the Merit Commission issues a written decision, either the employee or employer shall have the right to appeal to District Court. The employee may request use of the FOP's legal counsel in preparing an appeal. The request shall be made to the FOP President. This request shall be in writing and shall include all of the pertinent facts substantiating an appeal.

SECTION 6. Nothing in this contract shall prohibit both parties from reaching an agreement or settlement in a manner not outlined in this contract. However, all time limits and pertinent sections of this Agreement and State Statutes shall be strictly adhered to when processing a grievance in accordance with this Agreement.

SECTION 7. At any step in the grievance procedure, the FOP Board of Directors shall have the final authority in respect to any aggrieved employee covered by this Agreement and to decline to further process a grievance, complaint, difficulty, or dispute, if in the judgment of the FOP Board of Directors, such grievance or dispute lacks merit, or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement to the satisfaction of the FOP Board of Directors.

ARTICLE 6

EMPLOYEE RIGHTS

SECTION 1. No employee shall be disciplined without the element of just cause.

SECTION 2. The Sheriff reserves the right to conduct internal affairs and line investigations to uncover the facts in each case, but expressly agrees to carefully guard and protect the rights, privacy and dignity of the accused employees. Employees shall fully cooperate with an investigation, and shall not withhold any information that may be relevant to the investigation.

SECTION 3. In conducting internal affairs and line investigations, the Sheriff will not knowingly commit any act that deprives the employee of any statutory or constitutional rights or privileges.

SECTION 4. Internal Affairs Investigations:

A. Before an employee is questioned or interviewed concerning an Internal Affairs investigation, he/she will be informed about the nature of the investigation, and whether he/she is the subject of the investigation or a witness.

B. Interviews and questioning of employees will be conducted in a professional manner. Statements from employees will not be taken in a coercive manner. Departure from the truth during an investigation shall be considered just cause for discharge.

C. When an employee is being questioned about possible criminal matters and it has been determined that any self-incriminating statements that the member makes will not be used against him/her in a criminal prosecution, "Garrity" warnings will be given to the employee. "Garrity v. New Jersey, 385 U.S. 493 (1967)"

D. Employees who are the subject of a disciplinary investigation shall, upon request, (i) have the right to union representation, or if the employee so chooses, designated legal counsel; and (ii) receive a copy of their written or recorded statement at no cost to the employee no less than 24 hours prior to their Loudermill hearing.

E. Upon the conclusion of an investigation, the accused employee who had prior notification of an investigation shall be notified in writing about the case's classification.

F. The County, the F.O.P. or the Sheriff shall not make any press releases regarding on-going internal investigations or those of a non-criminal nature.

SECTION 5. Employees shall comply with all existing work rules, provided that the rules the employees believe are in conflict with the terms of this Agreement or situations in which the rules are not being uniformly applied may be grieved by the employee; however, the employee will comply with such rules until they are found, through the grievance procedure, to be conflicting or inappropriately applied, except in those situations in which the employee reasonably believes there to be a an immediate and substantial safety hazard.

SECTION 6. Performance Evaluations:

A. If the Sheriff decides to conduct performance evaluations of employees, such evaluations shall be conducted on a regular basis, and fairly and adequately cover the duties and responsibilities of each employee. In that event, the employee will be provided with a copy of the evaluation used, and the Sheriff agrees to discuss with the employee all terms contained in such evaluation. The employee shall have the right to add pertinent information or brief comments to any evaluation and to have such comments or information attached to such evaluation.

B. Any internal affairs or line investigation that is classified as Unfounded or Exonerated shall not be referred to in a performance evaluation.

C. Performance evaluations will be maintained on a confidential basis with access available only to the Merit Commission, the employee, the employee's supervisors, and authorized members of the Sheriff's Office Command staff.

SECTION 7. Personnel Files:

A. Only one personnel file shall be maintained at the Sheriff's Office for each employee. The Personnel Department also maintains a personnel file on each employee that contains payroll information. Every employee may, during his/her non-duty hours and during regular office hours of the Sheriff's Office, inspect his/her file at such office, and shall be allowed to make copies of anything contained therein.

B. The Merit Commission, when conducting business relating to its official duties, shall have the right to inspect the personnel file of any employee who has filed a grievance. The inspection of the records shall take place at the Office of the Sheriff during normal office hours (Neb. Rev. Stat. Sec. 23-1728).

C. Any employee shall have the right to respond in writing to any adverse comment or incorrect information contained in his or her personnel file. Such comments shall be kept in the employee's personnel file as long as the challenged comment or information remains in the file.

D. Documentation reflecting disciplinary action or performance assessments shall not be placed in an employee's personnel file without the signature of the employee verifying knowledge of the existence of such information. However, employees have no right to refuse to verify their knowledge with their signature when asked to do so.

E. The County agrees that pre-employment background investigations, psychological evaluations, and polygraphs will be kept confidential and will not be deemed part of the employee's personnel file.

F. If an employee receives a disciplinary action letter, the letter must be inserted into the employee's personnel file.

G. Any documentation representing disciplinary action shall remain active for progressive discipline, and promotion evaluation, purposes for the time periods listed below. It shall be the employee's responsibility, after the appropriate time, to request the removal of any inactive documentation:

Counseling	90 Days
Remedial Training	90 Days
Admonishment	180 Days
Reprimand	2 Years
Suspension	4 Years
Demotion	Permanent
Termination	Permanent

Any documentation representing disciplinary action that is removed from the employees' file after the time period listed above shall be maintained in a single generic file known as "Removed Disciplinary Action." In the event of a recommended termination, all previous disciplinary action may be taken into consideration.

SECTION 8. The Merit Commission shall cause to be kept records of the service of each employee in the classified service, known as service records (Neb. Rev. Stat. Sec. 23-1728).

SECTION 9. Official Distribution Lists. The F.O.P. President shall be included on the Distribution List for all present work rules or revisions thereof.

ARTICLE 7

DISCIPLINE AND DISCHARGE

SECTION 1. Discipline. Disciplinary action by the Sheriff shall be imposed for just cause only. Disciplinary action may include any of the following:

A. Counseling
B. Remedial Training
C. Admonishment
D. Reprimand
E. Suspension
F. Demotion
G. Termination

SECTION 2. If an accused employee is facing a suspension, demotion or termination, he/she is entitled to a pre-disciplinary meeting. The accused employee must be personally notified about the meeting at least twenty-four (24) hours beforehand. Even if the notification is given verbally, a written notice shall be immediately available at the Sheriff's Office for the accused employee. If the employee chooses not to pick up the written notice before the pre-disciplinary meeting, it shall be given to him/her at the commencement of the meeting.
The following information shall be given to the accused employee during the notification:

A. Charges brought against the employee.

B. Description of the act, omission or performance that may result in disciplinary action (A copy of the materials which the recommended disciplinary action is based upon may be attached to the notice).

C. Type of disciplinary action recommended.

During the pre-disciplinary meeting, which the employee may waive in writing, he/she shall be given the opportunity to be heard and to respond to the charges.

An employee has the right to be represented by a person of his/her choice or a F.O.P. representative during a pre-disciplinary meeting.

SECTION 3. An employee shall not have a disciplinary action imposed more than once for a single incident; however, discipline for each additional act of the same or similar nature may be imposed.

SECTION 4. Unless otherwise specifically provided in this Agreement, both parties shall follow the provisions of the rules and regulations of the Sarpy County Sheriff's Office in effect at the time of the signing of this Agreement with regard to any disciplinary action taken against an employee.

SECTION 5. The Sarpy County Sheriff's Office will impose disciplinary action in accordance with this Agreement.

SECTION 6. Employees will be notified in writing of a disciplinary action. They will be given the opportunity to read, sign, and be given a copy of the Disciplinary Action Letter before it is placed in their personnel file.

ARTICLE 8

SENIORITY

SECTION 1. Sworn employee shall mean any commissioned member of the Department.

SECTION 2. Continuous length of service shall mean Department service without a break or interruption. (This definition does not apply to Article 23 – Insurance.) The following shall constitute a break or interruption:

A. Suspension for disciplinary purposes for more than thirty (30) calendar days.

B. Authorized leave of absence for more than thirty (30) calendar days (with or without pay).

C. Layoff for more than thirty (30) calendar days.

D. Employees who ceased employment and then were rehired.

Seniority will be frozen for the entire duration of the break or interruption, which will also affect any other provision of seniority (i.e. shift bidding, vacation leave, step increases, etc.).

SECTION 3. Seniority, as it applies to full-time sworn personnel relative to granting employees preference for holiday and vacation leave, shall be based on continuous length of service with the Department.

SECTION 4. Seniority, as it applies to sworn personnel relative to bidding for duty shifts, shall be based on continuous length of service within a specific classification. However, all sworn employees will be considered having continuous length of service in all classifications below his or her present level.

SECTION 5. A list of employees arranged in order of seniority shall be maintained and made available for examination by employees. The seniority list will be revised and updated at the end of each fiscal year.

SECTION 6. Where two (2) or more sworn employees in the same classification are appointed or promoted on the same date, seniority shall be determined by the order of ranking on the Sheriff's Office Merit Commission certified list from which their appointments or promotions were made. If two (2) or more sworn employees appointed on the same date were tied on the eligibility list, seniority shall be awarded to the employee who would have been hired by the Sheriff if only one position were available. If two (2) or more sworn employees promoted on the same date were tied on the promotional eligibility list, seniority shall be awarded to the employee with the earliest starting date as a sworn employee.

ARTICLE 9

LAYOFFS

SECTION 1. Whenever a reduction in work force becomes necessary, layoffs shall be made on the basis of seniority with the Sheriff's Office. The employee lowest on the seniority list shall be the first laid off and the last to be recalled. The F.O.P. shall be notified in advance of any anticipated lay-off to allow the F.O.P. to work closely with the County and/or Department to correctly align the determining conditions of the lay-off.

SECTION 2. If employees are to be laid off, a fourteen (14) day written notice shall be given prior to the date when their services shall no longer be required.

SECTION 3. No full-time employee shall be laid off from any classification while there are probationary, part-time or temporary employees working in the same classification.

SECTION 4. In the event that an employee becomes subject to lay-off in his/her particular classification, and is qualified to perform duties in a lower classification, he/she shall be permitted to take a position in the next lower classification at the lower classification's rate of pay and any employees in the lower classification subject to lay-off by virtue of the provisions of this Section, shall be laid off in accordance with the provisions of Section 1 hereof.

SECTION 5. In the event that an employee becomes subject to lay-off in his/her particular classification and a vacancy exists in a position of lower classification for which he/she is qualified, he/she may, with the approval of the Sheriff, or his/her designated representative, be appointed to such position in a lower classification on the basis of his/her seniority.

SECTION 6. The names of regular employees who have been laid off shall be placed on a lay-off list maintained by the Sheriff. The Sheriff shall rehire in the reverse order of the lay-off, provided such employees are otherwise qualified to perform the duties of the position. No new employees will be hired by the Sheriff as long as there are employees laid off who have seniority who are immediately capable of performing all of the essential functions of the position.

SECTION 7. Where an employee has accepted a position in a lower classification by virtue of Sections 4 or 5 hereof, he/she shall be recalled to his/her former position when the same becomes available in the reverse order of reduction.

ARTICLE 10

NON-DISCRIMINATION

SECTION 1. The parties hereby agree not to discriminate against any employees because of race, color, disability, marital status, gender, religious or political affiliations.

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 F.O.P. membership.

ARTICLE 11

OUTSIDE EMPLOYMENT AND EMPLOYEE DUTIES

SECTION 1. OUTSIDE EMPLOYMENT WITHOUT UNIFORM: Employees shall be entitled to engage in outside employment which does not require the use of the official uniform as defined in the Department's rules and regulations and which is neither prohibited by the provisions of this Agreement nor the Department's rules and regulations, provided, that the duties of the outside employment do not constitute a conflict of interest nor conflict with an employee's performance of his duties with the County, and prior approval is obtained by the employee from the Sheriff. Such request shall be made on a prescribed form provided by the Sheriff.

SECTION 2. OUTSIDE EMPLOYMENT WITH A UNIFORM: Employees may be allowed to engage in outside employment, which does require the use of the official uniform as defined in the Department's rules and regulations and which is neither prohibited by the provisions of this Agreement nor the Department's rules and regulations, provided, that the duties of the outside employment do not constitute a conflict of interest nor conflict with an employee's performance of his/her duties with the County, and the employee must seek approval by the Sheriff if the off-duty employment is not F.O.P. assigned. Such request shall be made on a prescribed form provided by the Sheriff. In the event the employment opportunity arises at such a time that it is impossible to obtain prior approval as noted above and an employee desires to substitute for another employee engaged in approved outside employment or to engage in outside employment approved for other employees with such other employees, the employee will follow the proper chain of command.

ARTICLE 12

LEAVE PROVISIONS

SECTION 1. All full-time employees shall be granted annual vacation leave with pay in the following amounts:

A. No vacation shall be taken until the employee has completed one (1) year of service. Upon completing one (1) year of service, the employee shall be granted 88 working hours.

B. Upon completing two (2) through five (5) continuous years 100 working hours.

C. Upon completing six (6) through nine (9) continuous years 124 working hours.

D. Upon completing ten (10) through fourteen (14) continuous years 148 working hours.

E. Upon completing fifteen (15) through nineteen (19) continuous years 174 working hours.

F. Upon completing twenty (20) through twenty-four (24) continuous years 182 working hours.

G. Upon completing twenty-five (25) continuous years 192 working hours.

H. Upon completing thirty (30) continuous years two-hundred-ten (210) working hours.

I. Part-time employees shall earn one (1) hour vacation time for each twenty-six (26) hours worked.

J. Temporary employees are not subject to accumulation of sick, vacation or holiday benefits.

Any employee who retires, resigns, dies or is dismissed from the department shall receive all accrued vacation leave at the rate of payment based upon his/her regular pay at the time employment ceases.

The Sheriff may allow retirees to use vacation leave or compensatory time to continue on the payroll for up to eight (8) weeks, with any remaining vacation leave, compensatory time or other pay given in a lump sum payment at the end of the approved carry over.

Regularly scheduled days off and holidays occurring during vacation leave shall not be charged against vacation leave.

An employee, with the consent of the Sheriff, may elect to carry over a maximum of one hundred twenty (120) vacation hours into his/her next year of service.

Subject to manpower staffing requirements, as may be determined by the Sheriff, no limitations shall be placed on the number of vacation hours which may be taken by an employee as approved by the Sheriff.

Seniority, as it applies to granting employees preference for vacation leave, shall be based on continuous length of service with the department. Seniority will only apply to those requests made more than forty-five (45) calendar days in advance of the requested leave date(s). An employee's leave request may be bumped if the requested leave is more than forty-five (45) calendar days away. Once the employee's request has reached the forty-fifth (45th) calendar day prior to the leave date(s), his/her request may no longer be bumped by seniority.

Should two or more employees request vacation leave for the same

date(s) and the requests were made forty-five (45) calendar days or less from the requested leave date(s), the first employee to request vacation leave will have preference. Full-time employees shall take precedence or have seniority over part-time employees regardless of length of service with the Sheriff's Department when it applies to vacation leave.

SECTION 2. Civil Leave. An employee shall be given time off without loss of any pay if he/she is called to serve on a jury or a County Election Board. The employee may retain fees paid him/her for serving.

SECTION 3. Military Leave. The department will grant military leave to any employee who is a member of the National Guard or any organized military reserve of the United States who is ordered to attend military training or receives a notification for active duty call-up. Military leave with pay will not exceed one hundred twenty (120) hours in one (1) calendar year. During this time, the employee shall receive his/her regular County pay and the compensation received for active duty training. If the amount of military leave requested exceeds one hundred twenty (120) hours in any one (1) calendar year, a request for vacation, compensatory time, or a leave of absence without pay will be submitted.

If an employee is on a military leave of absence without pay for more than thirty (30) consecutive calendar days, all accumulated sick, vacation and compensatory time, if any, will be frozen, and the employee will not continue to accrue these benefits while on a military leave of absence without pay. However, the employee will not lose any seniority benefits, regardless of the duration of the military leave of absence.

The employee requesting military leave shall notify their supervisor immediately upon notification of orders to attend training or duty.

SECTION 4.

A. Sick Leave. Each full-time employee shall be entitled to sick leave with full pay computed on the basis of ten (10) hours for each completed month of service.

B. Sick leave for full time sworn employees shall be accumulated to an unlimited amount.

C. An employee who has accumulated at least eight-hundred (800) hours of sick leave shall be entitled to a credit to vacation leave of one-half (1/2) of his/her accumulated sick leave in excess of eight-hundred (800) working hours. Effective July 1, 1999, an employee who has accumulated eight-hundred (800) hours of sick leave may be entitled to a credit to vacation leave of one-quarter (1/4) of his/her accumulated sick leave in excess of eight-hundred (800) working hours. Hours accrued prior to July 1, 1999 shall remain at one-half (1/2) conversion. Such adjustment for those persons having over eight-hundred (800)

hours accumulation of sick leave shall be made on an annual basis.

D. Each part-time employee shall earn one (1) hour of sick leave for each twenty-six (26) hours worked.

E. When an employee retires or is placed on disability by the County, he/she shall be paid one-half (1/2) of his/her accumulated sick leave, with a maximum of four hundred (400) hours pay, with the rate of payment based upon his/her regular pay at the time he/she retires. Upon the death of an employee, his /her beneficiary shall be paid one-half (1/2) of his/her accumulated unused sick leave with a maximum of four hundred (400) hours pay, with the rate of payment based upon his/her regular pay at the time he/she dies.

F. Employees who resign with at least one (1) year of service shall be paid one-fourth (1/4) of their accumulated sick leave with a maximum of two hundred (200) hours pay, at their regular rate of pay at the time they resign, in a lump sum payment. Employees who are terminated shall not be eligible for any sick leave payment.

G. Employees shall advise their supervisors immediately when it is necessary to be absent from work on account of sickness and they shall keep their supervisors informed of their condition. Failure to fulfill these requirements may result in denial of sick leave. Sick leave may also be granted for illness of the employee's immediate family (spouse, dependent child, parent) when the employee's attendance is required. Furthermore, an employee may use up to two (2) days per calendar year for illness of their mother-in-law or father-in-law.

H. At the end of each calendar year, an employee may elect to have ten (10) hours of sick leave deducted from the total sick leave accumulation for the employee and is credited to a Sheriff's Employee Sick Leave Bank. The Sick Leave Bank is administered by a committee composed of two (2) representatives appointed by the Sheriff and two (2) representatives appointed by the F.O.P. to permit extension of sick leave benefits for employees who exhaust their sick leave accumulation and compensatory time accumulation in the event of a major illness. The Committee so appointed will meet and promulgate policies and procedures for the administration of the fund.

SECTION 5. Job-Related Injuries. Employees are covered by Worker's Compensation as provided by the law of the State of Nebraska. When sworn employees under this agreement are entitled to Worker's Compensation benefits, other than medical, surgical, and hospital services as defined by law, they shall be eligible for a supplemental

payment by the County. The supplemental payment shall be in amount equal to the difference between the average weekly wage, as calculated for Worker's Compensation purposes, and the amount of the weekly Worker's Compensation benefit the employee receives. Non-sworn employees shall also be eligible for this benefit if they are injured in a violent incident while at work. Such compensation shall continue for as long as said employee receives Worker's Compensation, or until a lump-sum payment is agreed upon and approved by order of a court of competent jurisdiction.

Upon the approval by a court of competent jurisdiction of a lump-sum settlement, the County shall provide no further supplemental benefit under the terms of this agreement. This provision does not obligate the County to supplement the lump-sum agreement or to in any way provide a supplement to Worker's Compensation benefits under the terms of this paragraph.

The employee shall not be entitled to a supplemental payment under this section in an amount that, when added to any Worker's Compensation benefit and/or any wage or salary compensation received from Employer, result in the employee receiving total compensation greater than the average weekly wage for the applicable period of time.

SECTION 6. Leave of Absence Without Pay. A leave of absence of up to one year, for good cause shown, may be granted at the discretion of the Sheriff. When a leave of absence is granted, all accumulated sick, vacation and compensatory time, if any, will be frozen, and the employee will not continue to accrue these benefits while on leave of absence without pay. If the leave of absence is greater than thirty (30) consecutive calendar days, the effective leave date will be retroactive to the first workday absent. All longevity, step increases and vacation accrual dates will be adjusted based on the hours the employee was absent without pay. If the leave of absence is thirty (30) consecutive calendar days or less, no adjustment will be made.

SECTION 7. Funeral Leave. Funeral leave of up to five (5) consecutive calendar days will be granted to employees for the attendance and bereavement at the funeral of the following family member group: spouse; child related by blood, marriage or adoption; father; mother; brother or sister.

Funeral leave of up to four (4) consecutive calendar days will be granted to employees for the attendance and bereavement at the funeral of the following family member group: grandmother, grandfather, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law.

Funeral leave of one (1) calendar day will be granted to employees for the attendance and bereavement at the funeral of the following family member group: aunts, uncles, and the following in-laws: grandfather,

grandmother, sister and brother.

In addition, at the discretion of the Sheriff, additional calendar days of funeral leave may be granted.

Notification to the immediate supervisor or the Assigned Duty Commander (ADC) shall be given by the employee as soon as possible prior to leave.

SECTION 8. Family Leave. The Family Medical Leave Act, 29 U.S.C. § 2612 (1993), and Neb. Rev. Stat § 48-234 (Reissue 2000), shall govern all maternity, paternity and other family leaves granted to employees.

In general, these laws provide that employees shall be allowed up to twelve (12) weeks of family medical leave each calendar year to care for a newly-born or a newly-adopted child, or to care for an ill family member. A family member whose illness may be the subject of such family leave may include the employee himself/herself, or the employee's spouse, child, or parent.

A female employee shall be permitted to utilize twelve (12) calendar weeks of accumulated sick leave to care for a newly-born or newly-adopted child. Male employees shall be permitted to utilize eighty (80) hours of accumulated sick leave to care for a newly-born or newly-adopted child.

An employee's time spent on family medical leave shall still be considered as continuous service for purposes of pension, other benefits, and seniority status.

Once an employee utilizes any leave, that in conjunction with regular days off, for fourteen (14) calendar days or more to care for herself/himself, a spouse, a child or a parent, the employee shall be placed on a family medical leave and he/she shall be notified of same.

ARTICLE 13

HOLIDAYS

SECTION 1. Employees shall be paid for the following holidays, along with any other days designated by the County:

New Years Day	Veterans' Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Memorial Day	Christmas
Independence Day	Floating Holidays (2)
Labor Day	

Upon the request of the employee, a floating holiday may be granted by the employee's supervisor only when that request does not create an overtime situation that can be foreseen at that time. The floating holidays shall not be carried over into the subsequent fiscal year.

SECTION 2. Whenever a holiday falls on a Sunday, the following Monday shall be observed as the holiday. Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

SECTION 3. All work performed on an observed holiday shall be compensated at the rate of two and one-half (2½) times the actual number of hours worked.

SECTION 4. Whenever a holiday occurs on a full-time employee's regularly scheduled day off, such employee shall receive compensation for the holiday on the basis of eight (8) hours of pay at regular time.

A part-time employee who works an average of sixteen (16) hours or more per pay period shall be compensated for a holiday if it occurs on his/her regularly scheduled day off. Compensation for a holiday shall be based on the average daily hours worked in the last six (6) pay periods. A part-time employee who works an average of less than sixteen (16) hours per pay period shall not be entitled to this benefit.

SECTION 5. Whenever an observed holiday falls during an employee's authorized leave, such observed holiday shall not be charged against the employee's authorized leave.

SECTION 6. Employees who are absent without leave on the work day immediately preceding or following the observed holiday shall not be entitled to holiday pay or other provisions of this Article.

SECTION 7. Employees may elect to receive compensatory time off as provided in Article 19, Section 7.

SECTION 8. Employees electing holiday pay shall be paid no later than the next pay period available following the holiday.

SECTION 9. An employee who is scheduled to work a four (4) hour shift that falls on a holiday shall be compensated for the four (4) hours worked at the rate applicable to such holiday, plus an additional four (4) hours of straight time.

SECTION 10. Holiday pay shall be granted to those employees who begin working on the holiday.

ARTICLE 14

PROMOTIONS/DEMOTIONS/VACANCIES

SECTION 1. Whenever possible, all promotions of sworn employees to fill existing positions within the Department shall be made as needed and from the ranks of such employees in strict accordance with the procedures specified by the Merit Commission, provided any employee to be promoted must be qualified for the position to be filled.

SECTION 2. An employee who is promoted shall receive a minimum of 5% increase in pay and shall go to the pay level that meets this requirement.

SECTION 3. If an employee is demoted without cause to a position for which he/she is qualified, the demoted employee shall receive a pay rate in the lower classification that provides the smallest decrease in pay. If the demotion is for just cause, the Sheriff may set the demoted employee's pay at any appropriate rate, as designated by the Sheriff, within the lower classification.

If an employee is demoted upon his/her request, his/her pay rate in the lower classification scale should be set as though the employee had never been promoted.

SECTION 4. Vacant positions due to resignation, promotion, retirement, death, demotion or discharge shall be filled no later than ninety (90) calendar days from the date the vacancy occurred. The ninety (90) day period may be extended upon a mutual agreement between the Sheriff and the F.O.P.

ARTICLE 15

SAFETY COMMITTEE

SECTION 1. A committee shall be formed to investigate any complaints by employees relative to their health and safety. Said committee shall consist of three members of the F.O.P.

SECTION 2. The safety committee shall meet with the Sheriff as needed to discuss and make recommendations for improvements of general health and safety of the employees. The County hereby agrees it will provide efficient and safe equipment and material to protect the health and safety of employees. The FOP agrees that employees may be disciplined for failure to comply with the County's safety policies.

SECTION 3. A record of discussion of the meeting (minutes) shall be kept and forwarded to the County Board and the F.O.P. President.

SECTION 4. Complaints by the employee may be filed with the committee in writing. The committee shall make a written recommendation to the Sheriff within seven (7) days relative to a remedy for the complaint. The Sheriff shall review the recommendation and provide a written response to the committee with seven (7) days from the date he/she received the complaint.

A copy of the employee complaint, committee recommendation and the remedial action taken by the Sheriff shall be forwarded to the County Board and the F.O.P. President.

ARTICLE 16

F.O.P. BUSINESS

SECTION 1. F.O.P. officials, as determined by the F.O.P. President, shall be granted leave from duty with full pay at their regular hourly rate for the purpose of negotiations and administration of this Agreement. Administration of the Agreement shall be defined as grievance, discipline meetings, language interpretation, meetings with departmental employees, and individuals associated with this Agreement. The Sheriff shall be notified of all leave granted.

SECTION 2. F.O.P. officials may be granted Administrative leave with pay for the purpose of attending F.O.P. meetings, conventions, educational conferences or conducting F.O.P. business, when it has been determined by the Sheriff that such absences will not hinder the effective operation of the Sheriff's Department. Such leave shall be contingent upon written request by the F.O.P. and approval by the Sheriff no less than one week in advance of the requested leave dates. Such paid Administrative leave shall not exceed eighty (80) hours per fiscal year for the entire F.O.P.

ARTICLE 17

UNIFORMS AND EQUIPMENT

SECTION 1. The County shall provide all sworn employees with the following items of uniform and equipment: uniform badges, years of service patches, uniform decorations, ballistics vest, mace, Standard Operating Procedures Manual. Upon separation from the County, a sworn employee must return all of these items to the department.

For any Support Units, the necessary equipment will be provided as per policy agreement approved by the Sheriff.

SECTION 2. The County shall provide replacement articles as necessary for damage or loss of clothing or equipment or personal items occurring while in the performance of duties and determined to be necessary to the performance of the employee's duties. Requests for reimbursement shall be submitted in writing accompanied by proper documentation. Personal property claims will be reviewed by the Sheriff and will be paid or denied on the basis of reasonableness.

SECTION 3. The County shall provide ammunition for prescribed duty weapons each six (6) months. The old ammunition will be used for arms training. Ammunition shall be provided as necessary to the training needs established by the Training Division and certified by the Sheriff.

SECTION 4. Reimbursement:

A. Each fiscal year (July 1st), certain classification of employees

are entitled to be reimbursed up to following monetary amounts for substantiated claims pertaining to the purchases and maintenance of clothing and equipment required in the performance of their duties but are not adaptable or acceptable for general use:

1.	Newly-Hired Uniformed Sworn employee: (maximum amount allowed per year for the first two years of employment from date of hire)	$1500
2.	Uniformed Sworn employees	$ 900

B. Sworn Officers – Civilian Attire: Sworn officers required to wear civilian clothing will receive a $660 clothing allowance once each fiscal year (July 1st) with which to purchase attire that is in compliance with the Standard Operating Procedures as set forth by the Sarpy County Sheriff's Office. This is an allowance and not a reimbursement; allowances are considered supplemental wages, and are therefore subject to taxation. This allowance is payable only if the sworn officer is assigned to a division that requires civilian attire; should a sworn officer be reassigned during the fiscal year, he/she will not be eligible for any further uniform and/or equipment reimbursement until the subsequent fiscal year (July 1st).

C. Uniform reimbursement shall only be granted to sworn personnel required to wear a uniform by the Sheriff.

D. The County shall provide Uniform Reimbursement Forms for the purpose of listing all uniform/equipment purchases and maintenance. An employee shall submit receipts for all purchases/maintenance and a Uniform Reimbursement Form once the receipts equal or are greater than fifty dollars ($50) in accordance with the Sheriff's Department's Standard Operating Procedures and the Uniform & Equipment Reimbursable Items list.*
**List revised 07/01/07.*

E. In order to be reimbursed, employees must submit their receipts <u>no later than the second Tuesday in June of each fiscal year.</u> Any substantiated receipts submitted after this date will be carried forward and applied to the employee's uniform and equipment reimbursement funds for the subsequent fiscal year. Employees shall submit their receipts to the Desk Sergeant.

F. After an employee receives the maximum reimbursement, his/her receipts may be carried forwarded and applied to the subsequent fiscal year's clothing reimbursement funds. These carried over receipts may only be forwarded after the

subsequent fiscal year commences.

SECTION 5. If there is a separation of employment, any final reimbursement shall be issued in accordance with the Sheriff's Department's Standard Operating Procedures.

ARTICLE 18

HOURS OF WORK

SECTION 1. The workweek shall begin at 12:01 AM on Sunday and end at midnight on Saturday.

SECTION 2. Employees may be required to attend roll call fifteen (15) minutes before their shift commences. Roll call time shall be compensated once per pay period through two (2) hours of Early Time Off (ETO), which shall be taken in conjunction with an employee's four (4) hours of regular ETO.

Employees of the Sheriff's Department may be required to attend training time other than scheduled duty time. This time shall be compensated for a minimum of two (2) hours times one and one-half (1½), the regular rate of pay or the actual number of hours worked times one and one-half (1½) the regular rate of pay, whichever is greater. Training time is not accumulative and shall not be carried from month to month.

The Sheriff may require an employee to flex his/her hours for training if given a minimum of one (1) calendar week notice. If an employee trains in-house during regular time off, flex time will be compensated at one and one-half (1½) times the actual number of hours worked.

SECTION 3. An employee shall be allowed a sixty (60) minute lunch period during an eight (8) hours shift. When austere manning or duty restrictions prevent an employee from taking a sixty (60) minute lunch period, the employee may receive sixty (60) minutes, or any portion therefore, of overtime pay or compensatory time. An employee who receives a paid lunch, but is required to work through lunch, shall be compensated at regular time. Employees who do not receive a paid lunch, but are required to work through lunch, shall be compensated at the rate of one and one-half (1½) times their regular hourly rate. The Sheriff shall retain the right to impose restrictions and limitations in those periods when an employee's absence for a lunch period would jeopardize or otherwise detract from the efficient operation of a division of the department.

SECTION 4. Temporary shift hours are to be determined by the Division Commander, with approval of the Sheriff. Each shift designated may be varied not to exceed two (2) hours, at the sole discretion of the Sheriff, provided the employees affected are given a minimum of twenty-four (24) hours notice prior to the change of hours for the shift.

The Sheriff may schedule permanent shifts of eight (8), ten (10), or twelve (12) hours.

SECTION 5. The shifts designated in Section 4 of this Article shall be staffed by employees on the basis of bids submitted by such employees to be effective on the first full weekend of May and November of each year on the basis of their seniority in accordance to Article 8. If an employee is scheduled to be transferred, the Administration Division shall notify him/her at least fourteen (14) calendar days before shift change.

Shift bidding only concerns hours of work. Employees do not have the right to bid for assignments or specific shifts, e.g., A, B, C or D shift.

The Sheriff and the F.O.P. shall establish the time period and procedures for bidding and scheduling days off.

SECTION 6. Any vacancy or vacancies occurring in a shift or shifts between the scheduled changes in Section 5 of this Article may be filled by assignments of the Division Commander, provided the employees affected are given a minimum of twenty-four (24) hours notice prior to the change of hours.

SECTION 7. During an emergency as declared by the Sheriff within reason, employees' shifts, hours, and duties may be established and leave provisions may be cancelled or restricted at the discretion of the Sheriff. This does not include previously approved vacation leave and military orders for active duty.

SECTION 8. The Sheriff may assign certain employees to standby duty that requires the employee to remain in contact with the Communication Center or A.D.C.

SECTION 9. Employees shall be required to reside within a distance that will allow the employee, under normal weather conditions, to arrive at the Courthouse within thirty (30) minutes driving time from their residence.

ARTICLE 19

OVERTIME, CALL-BACK AND STANDBY PAY

SECTION 1. Overtime Pay. Sworn employees shall be compensated at the rate of one and one-half (1½) times for the number of hours worked in excess of eighty (80) hours per pay period.

Overtime shall not be paid twice for the same hours worked.

SECTION 2. Call Back. If a full-time employee is called to duty during his/her off-duty time and such time does not coincide with his/her scheduled tour of duty, such employee shall be paid for a minimum of two (2) hours at the rate of time and one-half (1½), or one and one-half (1½) times the actual number of hours worked, whichever is greater.

If the employee stays after the end of the shift, the time worked is not considered call back and the employee shall only be compensated at the applicable rate for the actual time worked. This also applies should an employee be called to court before or coinciding with the end of the employee's duty shift.

SECTION 3. Standby and On Call Pay. If an employee is assigned to standby duty pursuant to Article 18, the employee shall be paid for one (1) hour of regular pay or compensatory time for each eight (8) hours of standby duty or any fraction thereof.

An employee assigned to be on-call shall be paid one (1) hour of regular pay or compensatory time for each eight (8) consecutive hours on-call or any fraction thereof. An employee must be on-call a minimum of eight (8) consecutive hours to receive this benefit.

SECTION 4. Exceptions to the foregoing are contained in Article 18, Section 7.

SECTION 5. In calculating overtime pay, the following rules shall apply: Overtime compensation will be rounded to the nearest quarter (1/4) of an hour in all situations. For example, if an employee works seven (7) minutes past the end of his/her shift, he/she will not receive any compensation. If an employee works eight (8) minutes past the end of his/her shift, he/she will receive a quarter (1/4) of an hour of compensation. If an employee works twenty-two (22) minutes past the end of his/her shift, he/she will receive a quarter (1/4) of an hour of compensation. If an employee works twenty-three (23) minutes past the end of his/her shift, he/she will receive a half (1/2) of an hour of compensation.

SECTION 6. Overtime opportunities in any Division shall be distributed equally within the Division so far as it is practical and possible. Supervisors shall not monopolize any work hours to the detriment of other employees.

SECTION 7. Compensatory Time Off. An employee may elect to receive compensatory time off or cash for overtime or holiday hours earned. Should the employee elect to receive compensatory time, the commissioned employee shall have the right to accumulate four hundred eighty (480) hours. After reaching and maintaining four hundred eighty (480) compensatory hours, further overtime hours shall be compensated in cash. Compensatory time will be at the rate of one and one-half (1½) hours time off to hours earned.

When an employee's service is separated from the Sheriff's Department, he/she shall receive payment of accumulated compensatory time as outlined in the above paragraph.

SECTION 8. Lieutenants and Captains shall receive eight (8) hours compensatory time per month.

SECTION 9. Under no circumstances shall an employee voluntarily work without compensation denying on duty employees the opportunity for overtime compensation.

SECTION 10. No employee shall receive additional compensation or be docked for working when the time is adjusted bi-annually because of daylight savings.

SECTION 11. Only the Sheriff or his designee has the authority to close the Sheriff's Office during normal business hours. Therefore, the Sheriff's Office may remain open even if the Sarpy County Courthouse is closed.

All essential personnel are required to work during their regularly scheduled shift, regardless of weather conditions or emergency situations. Even if the Sheriff's Office is closed, essential personnel will not be granted any additional compensation for these situations.

Only the Sheriff or his designee has the authority to permit nonessential employees to be absent from work because of weather conditions or emergency situations. For these situations, nonessential employees are not required to submit for any leave time, nor will their compensation be reduced.

ARTICLE 20

ATTENDANCE IN COURT, CONFERENCES, AND OTHER MEETINGS

SECTION 1. Any employee required to attend as a witness or in any other capacity directly related to his official duties, any case pending in the Juvenile Court, County Court or in District Court, or before any Grand Jury proceedings or in conferences with the County Attorney or their respective Assistants, or at any proceedings by any City, County, State or Federal Government or any of the subdivisions of agencies thereof, during off-duty periods, shall be entitled to overtime compensation at the rate of time and one half (1½) for a minimum of two (2) hours or one and one half (1½) times the actual number of hours worked, whichever is greater.

When an employee is called as a witness in connection with his/her officially assigned duties and is given witness fees, the employee shall forward the fees to the Department.

SECTION 2. The Sheriff may require employees to attend meetings of the Department; provided that notice of such meetings be given at least three (3) working days in advance of the required reporting time.

SECTION 3. Employees attending training seminars, workshops, conferences or schooling outside the County shall be paid at their applicable rate of pay while in attendance at such functions, but shall not be entitled to overtime, call-back or holiday pay. Employees attending such functions within the County shall be entitled to the provisions of Article 13 and 19, except that the employees may voluntarily attend such functions and waive increased compensation under Articles 13 and 19.

SECTION 4. The Sheriff shall post notice of any schooling or training available.

SECTION 5. Employees shall be entitled to the compensation as set out in Section 1 of this Article pertaining to Notice of Court Hearing unless such employee is notified twelve (12) hours prior to the set time of said hearing that the hearing has been canceled. The employee shall be responsible to call a predetermined phone number within the Sheriff's Department having knowledge of said Court hearings within the last hour of the last working day when the Courthouse is open to see whether said hearing has been canceled.

ARTICLE 21

WAGES

SECTION 1. Employees will be compensated in accordance with the Salary Schedule set forth in Appendix C hereto.

SECTION 2. Classification levels shall be as follows:

Deputy Sheriff	
Deputy Sheriff	(Sergeant)
Deputy Sheriff	(Lieutenant)
Deputy Sheriff	(Captain)

SECTION 3. Original appointment to any position shall be made at the entrance step of a salary range, unless Article 14, Section 3 is applicable. Advancement from the entrance step to the maximum step within a salary range shall be based on performance and length of service as follows:

Step 1 - Year 1	Step 5 - Year 5
Step 2 - Year 2	Step 6 - Year 6
Step 3 - Year 3	Step 7 - Year 7
Step 4 - Year 4	Step 8 - After 7th year

Effective July 1,2000, part-time and temporary employees must work 2,080 hours before progressing to the next step level.

SECTION 4. Longevity pay shall be as follows:

Commencing the 8th year through 14th year	$ 885.00/year
Commencing the 15th year through 19th year	$ 1,330.00/year
Commencing the 20th year through 24th year	$ 1,785.00/year
Commencing the 25th year through 28th year	$ 2,165.00/year
Commencing the 29th year and after	$ 2,400.00/year

Part-time employees shall be paid longevity based on a pro-rated basis, computed on the number of hours worked by the part-time employee for the past year in relation to 2,080 hours completed by a full-time employee to receive the amounts described above.

SECTION 5. Sworn employees who are assigned to specialty assignments (ESU, Negotiators, M.O.S.A.R.T., Investigator, Accident Reconstructionist, Technical Support, F.T.O./J.T.O. Supervisor, Drug Recognition Expert, Warrants/Extradition Personnel and K-9 handler) shall receive three percent (3%) of their regular (non-overtime) earnings per pay period. In order to receive this pay, the employee shall maintain the qualifications for the specialty assignment as directed by the Standard Operating Procedures, and attend and successfully complete all required training.

Employees are only eligible to receive pay for one specialty assignment.

The staffing of these specialty assignments has been set by the Sheriff's Administration. In June of each year, the Sheriff will notify the County regarding any changes in the staffing requirements that are necessary.

SECTION 6. All sworn employees hired after July 1, 2001, shall receive a two thousand dollar ($2,000) bonus at the time of hire. This bonus shall be subject to all applicable taxes.

SECTION 7. If an employee reaches a new step during the first seven days of a pay period, he/she shall be entitled to the higher pay rate for the entire pay period. If the new step is reached during the last seven days of a pay period, the employee shall not receive the higher rate until the subsequent pay period.

If July 1 (date of new pay scales every fiscal year) falls in the first seven days of a pay period, employees shall be entitled to the higher pay rate for the entire pay period. If July 1 falls in the last seven days of a pay period, employees shall not receive the higher pay rate until the subsequent pay period.

The payroll procedures listed in this Section shall be effective July 1st, 2005.

ARTICLE 22

WORKING OUT OF CLASSIFICATION

SECTION 1. Each time an employee is officially designated by the appropriate supervisor to act in a higher classification, and actually performs said duties for one (1) complete duty shift and meets the minimum qualifications of said position, the employee shall be compensated for all hours worked in the higher salary grade, unless the rate is lower than the employee's regular rate, in which case the employee shall remain at his/her present rate of pay.

It shall be the responsibility of the supervisor to identify those hours worked out of class for pay purposes.

SECTION 2. No employee shall be required to work out of his/her class if such employee does not have the prerequisite qualifications to perform such work, nor shall any employee be required to work out of class for the purpose of avoiding paying someone else a higher salary grade.

SECTION 3. Employees being paid at a higher rate while temporarily filling a position in a higher classification will be returned to their regular rate of pay when the period of temporary employment in the higher class ends.

SECTION 4. Employees working out of classification shall be entitled to all benefits provided by this contract to the position to which they are assigned.

SECTION 5. An employee who is assigned to work out of classification shall receive a minimum of five percent (5%) increase in compensation, in accordance with the appropriate pay range of the absent employee. At no time shall an employee receive any compensation beyond the top step of the higher pay scale.

ARTICLE 23

INSURANCE

SECTION 1. The County shall maintain a Comprehensive Major Medical Plan that will include deductibles, co-pay amounts, co-insurance levels, in-network benefits, out-of-network benefits, and other participant payment responsibilities customarily found in Comprehensive Major Medical Plans. No plan changes will be made until receiving recommendations from the Insurance Benefits Advisory Committee.

The County shall contribute ninety percent (90%) for individual coverage, eighty-three percent (83%) for employee plus coverage, and eighty-three percent (83%) for family coverage.

SECTION 2. The County shall not pay such premiums referred to in Section 1 of

this Article for any employee who, within any calendar month, had not received any compensation from the County for work performed, except as provided in Section 7 & 8 of this Article.

SECTION 3. If an employee for whom the County is not paying an insurance premium by virtue of the provisions of Section 2 of this Article desires to continue such coverage, if available, it shall be the responsibility of the employee to make the necessary arrangements with the insurance carrier for coverage in accordance with the terms and conditions prescribed by the carrier at the employee's cost.

SECTION 4. The County shall provide and pay the full premium cost for thirty thousand dollars ($30,000) of group term life insurance for each employee who works an average of sixty (60) hours or more per pay period. See Appendix B for further details.

SECTION 5. The County shall provide and pay the full premium cost for long-term disability insurance for each employee who has served the County continuously for at least one (1) year and works an average of sixty (60) hours or more per pay period. The long term disability benefit language will conform to language in contracts of other Sarpy County employees as outlined in Appendix B.

SECTION 6. The County shall provide dental insurance coverage for each employee who works an average of sixty (60) hours or more per pay period and elects to carry this coverage. Employees must apply for insurance through the Personnel Department within thirty-one (31) days of their employment eligibility date. Enrollment will be held once annually. Employee premiums will be zero dollars ($0) for single and nineteen dollars ($19) per family.

The annual maximum coverage per plan year (July 1 - June 30) will be fifteen hundred dollars ($1,500) per covered person per covered year. Also included is a fifteen hundred dollars ($1,500) lifetime Orthodontic coverage per dependent child. The first payment for initial installation of orthodontic appliances and treatment will not exceed five hundred dollars ($500) with subsequent monthly payments not to exceed sixty dollars ($60). Orthodontic coverage is limited to persons up to age nineteen (19) or unmarried children twenty-three (23) years of age or less who are chiefly dependent upon you for support and maintenance and are in full-time attendance of an education institution.

Please contact the Personnel Department for Physician/Dental Provider Directories and any other information relating to Healthcare or Dental Insurance.

SECTION 7. A sworn employee, who retires with a minimum of fifteen years of continuous service and is at least age fifty-five (55) years until reaching his/her sixty-fifth (65th) birthday, may continue in the County's primary health insurance program and receive insurance coverage as provided for retirees (see below). Should the County discontinue Blue

Cross Blue Shield Healthcare coverage, retirees shall be provided coverage under the primary carrier selected by the County.

Eligible employees must be enrolled in a County insurance program prior to retirement. An employee must enroll in the County's primary health insurance program prior to retirement or during open enrollment under COBRA.

The premium will be paid as provided:

A. Employees age 55-59, the County shall pay fifty percent (50%) of the monthly premium for single, employee/spouse, employee/children or family coverage.

B. Employees age sixty (60) until reaching their sixty-fifth (65th) birthday, the County shall pay one-hundred percent (100%) of single coverage and fifty percent (50%) of employee/spouse, employee/children or family coverage.

SECTION 8. For the purpose of this Article, it will be necessary in defining "continuous service as a sworn officer" to provide that a layoff of one year or less, any suspension for disciplinary purposes, absence on authorized leave (with or without pay), absence while receiving temporary total disability benefits under the Nebraska Workers Compensation Act, or absence while on disability, shall not constitute a break or interruption in service.

ARTICLE 24

MAINTENANCE OF STANDARDS

SECTION 1. Nothing contained in this Agreement shall be construed as repealing any lawfully recognized benefit provided through the County for employees of the Sheriff's Department, and no employee shall inadvertently suffer any loss of wages, hours or working conditions by reason of the signing of this Agreement.

ARTICLE 25

SAVINGS CLAUSE

SECTION 1. If any provision of this Agreement 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 Agreement.

ARTICLE 26

DUES CHECK-OFF

SECTION 1. The County shall deduct regularly monthly F.O.P dues from the pay of each employee covered by the Agreement provided that, at the time of such deduction, there is in the possession of the County a current un-revoked written assignment, executed by the employee, in the form and according to the terms of the authorization form, attached hereto, marked as Appendix "A", and made a part hereof. Such authorization may be revoked by the employee at any time by giving written notice thereof to the County.

SECTION 2. Previously signed and un-revoked 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 authorization deductions shall be made from every other payroll period, and will within ten (10) days be remitted to the duly designated F.O.P. official. The F.O.P. shall advise the County in writing of the name of such official.

SECTION 4. If an employee has no pay coming for the pay period in question, or if such pay period is the first pay period of a new employee, or if the employee has signed an authorization form during such pay period of the subsequent month, such deductions shall be limited to the amount of the current regular monthly F.O.P. dues, and shall not include dues for the prior months or any portion thereof.

SECTION 5. If the County receives an employee revocation of authorization on or

before the eighth day of the first payroll period of the calendar month, no deductions will be made from that payroll period or subsequent payroll periods. If such revocation is received after the eighth day of the first payroll period, a deduction will be made from such payroll but shall not be made from subsequent payroll periods.

SECTION 6. At the time of the execution of the Agreement, the F.O.P. shall advise the County in writing of the exact amount of regular monthly F.O.P. dues. If subsequently, the F.O.P. requests the County to deduct additional monthly F.O.P. dues, such request shall be effective only upon written assurance by the F.O.P. to the County that amounts are regular monthly F.O.P. dues duly approved in accordance with the F.O.P.'s constitution and bylaws.

SECTION 7. The County agrees to provide this service without charge to the F.O.P.

SECTION 8. The County 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 a deduction from the employee's next pay period in which F.O.P. dues are normally deducted after written notification to the County of the error. If the County makes an overpayment to the F.O.P., the County will deduct that amount from the next remittance to the F.O.P. The F.O.P. agrees to indemnify and hold the County harmless against any and all claims, suites, 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 27

TRAINING OFFICER

SECTION 1. A sworn employee, with the rank of Deputy shall receive twenty-three dollars ($23.00) per shift if he/she trains one or more deputies for the majority of his/her shift. If a sworn employee is working out of class as a Sergeant, he/she is not entitled to this benefit.

ARTICLE 28

EDUCATIONAL REIMBURSEMENT

SECTION 1. All full-time, non-probationary employees who have completed at least one (1) year of service are eligible for educational reimbursement for pre-approved, job related courses at 75% of the cost of tuition, books, and class-associated fees up to a maximum of one thousand fifteen hundred ($1,500.00) per fiscal year. The annual reimbursement shall continue for employees who remain employed until such time as they are reimbursed for 75% of the cumulative tuition, books, and class-associated fees incurred by the employee. For example, employees who incur covered educational expenses in the cumulative amount of $10,000 shall be reimbursed $7,500 (75% of the total covered educational expenses) in annual increments of $1,500, over a five year period, provided they remain employed for five years.

Supplies and other fees and charges will not be reimbursed. Employees must successfully complete the course with a grade "C" or higher (or a passing grade in courses that do not assign a letter grade) from an accredited college, university, or technical institute (trade school), or approved on-line courses. (Plus or minus modifiers will be disregarded). Graduate level courses require a grade of "B" or above for reimbursement. For employees taking graduate level courses, the course for which reimbursement is sought must be on leading to a graduate degree in a course of study in which the Employee is enrolled. Receipts and transcripts are required before reimbursement will be paid.

SECTION 2. An employee requesting educational reimbursement shall provide information concerning each course to the Sheriff and County Personnel Department for approval prior to registration for each course. The employee will complete an Education Reimbursement Application, in duplicate, for each course. A copy of the course description, related course costs, and course dates must be attached.

There will be no loans or advances of money to Employees for purposes of taking courses. Reimbursement will be paid only after the course has been completed and the grades have been received.

Only expenses actually incurred by the employee are eligible for reimbursement.

a. Tuition costs that are covered by grants, scholarships, or other waivers (and therefore not the financial obligation of the employee) are not eligible for reimbursement

SECTION 3. To receive tuition reimbursement, the eligible Employee must submit to the Personnel Department the original official grade report for the course, or a copy certified by the registrar or other appropriate official of the educational institution, and an original receipt of payment of

tuition for the course, or a copy certified by the registrar or other appropriate official of the educational institution, attached to a copy of the approved application for reimbursement.

Eligibility.

A. The employee must be a Regular Full-time employee who has completed one (1) year of service as of the date the course begins. Introductory employees are not eligible.
B. The individual must be actively working for the County as of the date the course is completed.
C. The course schedule and study time must not be in conflict with the Employee work schedule.
D. The Employee must take the course at one of the following types of accredited institutions:
    a. Technical Institutes (trade schools)
    b. Colleges or Universities
    c. On-line courses

The County reserves the right in the sole discretion of the Board of Commissioners to exclude any school or subject from eligibility under the Program. Any exclusion shall be effective as to courses beginning after the date the exclusion is imposed.

SECTION 4. Employees who voluntarily separate service from the County or are terminated for just cause, within 12 months after receiving reimbursement under the Education Reimbursement Program, shall repay the County for all such education reimbursements received in the prior 12 months. By accepting the reimbursement under the Education Reimbursement Program, the Employee authorizes the County to deduct tuition reimbursements, which must be repaid from his or her final paycheck. If the repayments are not fully paid by payroll deduction, the Employee shall immediately pay the County the repayment due and such amount shall bear interest from the date of the Employees' termination of employment until paid at the rate of 10% per annum.

SECTION 5. Amounts paid for tuition reimbursement from a plan meeting the requirements of Section 127 of the Code are not included in an Employee's income or subject to income tax withholding up to a maximum of $5,250 annually. If subsequent tax law changes fail to continue the tax-free treatment of an Education Assistance Plan, or in any way modify its treatment, appropriate adjustments in Federal Income Tax withholding will be made from the effective date of the change.

ARTICLE 29

LINE OF DUTY DEATH

SECTION 1: In the event of a Line of Duty Death, the County shall pay the cost of funeral expenses up to a maximum of ten thousand dollars ($10,000).

ARTICLE 30

DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2009, and shall remain in full force and effect until June 30, 2010. This Agreement shall automatically renew from year to year thereafter unless one of the parties notifies the others in writing that a modification of this Agreement is desired. The written notification must be presented no later than thirty (30) days before this Agreement expires. In the event such notice is given, negotiations shall begin immediately.

IN WITNESS WHEREOF, the parties hereto have set their hands this 8th day of June, 2010.

This contract is approved as to form and content.

By: _____
FOP Lodge #3 President

By: _____ 6/8/2010
Sarpy County
Board of Commissioners
Chairperson

By: _____
Sarpy County Sheriff

COUNTY CLERK SEAL SARPY COUNTY, NEBRASKA

By: _____
Sarpy County Clerk Asst Chief Deputy

Approved as to form:

_____
County Attorney

NEW LETTER OF AGREEMENT

The County Of Sarpy (the "County") agrees:

1. To further investigate the County's employee retirement plan, and related supplements, and to determine whether the County's existing retirement plan is competitive with (a) the surrounding job market, including the cities of Bellevue, LaVista, Papillion, and Omaha, as well as Douglas County; and (b) the comparables likely to be deemed appropriate by the Nebraska Industrial Relations Commission.

2. To hire an actuary, or other professional with retirement planning expertise, to facilitate information gathering and the development of recommendations on the County's retirement plan. The investigation shall include input from The Fraternal Order Of Police, Sarpy Lodge No. 3 (the "FOP").

3. To determine whether there are fiscally responsible options to modify the existing retirement plan to protect the best interests of both the County and the employees.

4. To use the information assembled during this process to develop retirement plan proposals for the next negotiation with the FOP.

5. The County and FOP agree that it will hold its first negotiation session for the contract beginning July 1, 2010 no later than three weeks after the date the County Board approves the July 1, 2009 through June 30, 2010 contract. In addition, negotiations for the upcoming contract will include an analysis of compensation per position classification and will use a combination of comparables, including comparables that are in compliance with rules established by the Nebraska Commission of Industrial Relations (CIR) and comparables that reflect the Omaha metro area to include Bellevue Police Department, Omaha Police Department, La Vista Police Department Papillion Police Department and Douglas County. The parties intend to use the comparable information described in this paragraph for discussion purposes only. Neither party shall be legally required during negotiations, or in any proceeding before the CIR, to accept any of the named comparables as an appropriate comparable for purposes of determining terms and conditions of employment.

APPENDIX A

AUTHORIZATION FOR PAYROLL DEDUCTION

By _____
(Please print last name, first name, middle name)

CLASSIFICATION: _____

SOCIAL SECURITY NUMBER: _____

TO THE COUNTY OF SARPY:

Effective the _____ day of _____, 20 _____, I hereby request and authorize you to deduct from my earnings a sufficient amount to provide for the regular payment of the current rate of monthly F.O.P. dues as certified by the F.O.P.. The amount deducted shall be paid to the Treasurer of the Fraternal Order of Police, Sarpy Lodge #3. This authorization shall remain effective unless terminated by me by written notice to the County.

SIGNATURE _____

DATE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP _____

TELEPHONE: _____

FOR INSURANCE PURPOSES: Married or have Dependant Children?

_____Yes _____No

Your DOB: _____

APPENDIX B

LONG TERM DISABILITY, TERM LIFE, ACCIDENT DEATH & DISMEMBERMENT COVERAGE

The following three Prudential insurance policies are effective as of September 1, 2000.

It is hereby agreed between the County of Sarpy and the Fraternal Order of Police, Sarpy Lodge #3, that prior to November 1, 1998, the Long Term Disability benefits shall be maintained and provided for the benefit of the Fraternal Order of Police, Sarpy Lodge #3 employees, as exhibited in Appendix B.

On or after November 1, 1998, the Long Term Disability benefits shall be maintained and provided for the benefit of the Fraternal Order of Police, Sarpy Lodge #3 employees, as exhibited in Appendix B.

It is also agreed that any subsequently issued Long Term Disability handbooks or benefit enhancement riders, upon the express approval of the County of Sarpy and the Fraternal Order of Police, Sarpy Lodge #3, and subject to conformance with this Contract, shall replace or amend the above mentioned Appendix B for the duration of this Contract.

APPENDIX C

2.00% FISCAL YEAR 2009 - 2010

SWORN	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
DEPUTY	38,550.72	43,311.84	45,997.12	48,680.32	51,369.76	54,055.04	56,738.24	59,423.52
	1,482.72	1,665.84	1,769.12	1,872.32	1,975.76	2,079.04	2,182.24	2,285.52
	18.534	20.823	22.114	23.404	24.697	25.988	27.278	28.569
CORPORAL								65,451.36
								2,517.36
								31.467
SERGEANT					57,160.48	62,140.00	67,115.36	72,092.80
					2,198.48	2,390.00	2,581.36	2,772.80
					27.481	29.875	32.267	34.660
LIEUTENANT		63,822.72	66,666.08	69,509.44	72,350.72	75,196.16	78,037.44	80,878.72
		2,454.72	2,564.08	2,673.44	2,782.72	2,892.16	3,001.44	3,110.72
		30.684	32.051	33.418	34.784	36.152	37.518	38.884
CAPTAIN					77,908.48	81,806.40	85,696.00	89,589.76
					2,996.48	3,146.40	3,296.00	3,445.76
					37.456	39.330	41.200	43.072

Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046-2895
593-4155
www.sarpy.com

ADMINISTRATOR
Mark Wayne

DEPUTY ADMINISTRATOR
Scott Bovick

FISCAL ADMIN./PURCHASING AGT.
Brian Hanson

COMMISSIONERS
Rusty Hike
District 1
Joni Jones
District 2
Tom Richards
District 3
Pat Thomas
District 4
Rich Jansen
District 5

MEMO

June 8, 2010

TO: Sarpy County Board of Commissioners

FROM: Mark Wayne, County Administrator
Scott Bovick, Deputy County Administrator

RE: Resolution to Approve Contract with FOP Sworn

In recognition of the unique economic challenges of the past year, the FOP Sworn bargaining unit has agreed to accept a one-year agreement consisting of a 2% across the board wage increase. The only other change to the contract is a slight increase of annual vacation leave depending on years of service. In most cases, the contract provides an additional four (4) hours of vacation leave per year per employee.

Since this contract reflects only a one-year agreement, we intend to begin negotiations immediately with the FOP Sworn representatives for an agreement for the contract year beginning July 1, 2010.

Please feel free to contact us with questions. Thank you.

Mark Wayne, County Administrator

Cc: Deb Houghtaling
Sheriff Jeff Davis
Chief Deputy Mike Jones
Scott Bovick
Mike Smith
Brian Hanson
Linda Welles