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BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AGREEMENT WITH FRATERNAL ORDER OF POLICE, SARPY LODGE NO. 3, COMMUNICATIONS DEPARTMENT(E911)

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 and the Fraternal Order of Police, Sarpy County Lodge #3, Communications Department (E911) as a recognized collective bargaining organization, concerning terms and conditions of employment of the members of the bargaining unit in the Communications Department; 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 and the Fraternal Order of Police, Sarpy County Lodge #3, Communications Department (E911) 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, Sarpy County Lodge #3, Communications Department (E911) a copy of which is attached, and any other related documents, the same being approved by the Board.

DATED this ___ day of _____ 2010.

Moved by _____, seconded by _____, that the above Resolution be adopted. Carried.

YEAS:	NAYS:	ABSENT:
_____	_____	_____
_____	_____	_____
_____	_____	ABSTAIN:
_____	_____	_____
_____	_____	_____

_____
County Clerk

Approved as to form

_____
Deputy County Attorney

AGREEMENT

BETWEEN

THE COUNTY OF SARPY

AND

THE FRATERNAL ORDER OF POLICE, LODGE 3

COMMUNICATIONS DEPARTMENT

FY 2009 – 2011

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PREAMBLE

This agreement, by and between the 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 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.

A. DEPARTMENT shall mean the Communications Department of the County of Sarpy, Nebraska.

B. EMPLOYEE shall mean the employees of the Communications Department of the County of Sarpy, Nebraska or the designee of such person.

C. DEPARTMENT HEAD shall mean the Director of Communications of the County of Sarpy or his/her designee.

D. COUNTY shall mean the County of Sarpy, Nebraska.

E. F.O.P. shall mean the Fraternal Order of Police, Sarpy Lodge #3.

F. EMPLOYER shall mean the County of Sarpy.

G. ANNIVERSARY DATE shall mean the original date of hire based on continuous length of service with the Communications Department without a break or interruption.

H. POSITION START DATE shall mean the first day of compensable work within a given position. This date shall be used for determination of eligibility of an annual step increase.

ARTICLE 2

F.O.P. RECOGNITION

SECTION 1. The County recognizes the F.O.P. as the sole and exclusive bargaining representative of the non-exempt employees of the Communications Department.

ARTICLE 3

DUES CHECK OFF

SECTION 1. The County shall deduct regular 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 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 the amounts are regular monthly F.O.P. dues duly approved in accordance with the F.O.P.'s constitution and by-laws.

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 for 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, suits, orders, or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this Article.

ARTICLE 4

BULLETIN BOARDS AND BALLOT BOXES

SECTION 1. The County shall permit the F.O.P. to use one (1) bulletin board designated by the Department Head, in the designated break room for the posting of F.O.P. meetings, 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. the use of one ballot box, designated by the Department Head or designee, 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 PROCEDURE

SECTION 1. The grievance procedure is designed to maintain friendly working relations between the County and its employees. Furthermore, the procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, or reprisal against any employee who may submit or be involved in a grievance. The grievance procedure shall not be used to change, but to clarify expressed provisions of any county and/or department policy and procedure.

A grievance is a claim of an employee alleging a violation of any provisions as set forth in this Agreement. All grievance and disputes, including disciplinary action, arising from the application of this Agreement, shall be settled in the following manner:

The County and the F.O.P. agree to incorporate and recognize only the grievance form available on the County Intranet as indicated in Appendix "B" hereof. Grievance forms may be obtained from either the F.O.P. or the County Personnel Department and shall be obtained or submitted only during an employee's off-duty time.

Step 1. An employee or the F.O.P. shall present the grievance in writing to the Department Head or designee within ten (10) calendar days from the date on which the employee or the F.O.P. becomes aware of the grievance. The Department Head or designee shall respond to the grievance in writing within seven (7) calendar days from the date on which the written grievance is received.

Step 2. If satisfactory settlement is not reached under Step 1, the employee and/or the Department Head grievance shall be presented to the Personnel Department within ten (10) calendar days from the date any decision was received under Step 1. The Personnel Department shall respond to the grievance in writing within ten (10) calendar days from the date on which the grievance was received.

Step 3. If satisfactory settlement is not reached under Step 2, either party may appeal by filing a written request to the Personnel Board within ten (10) calendar days of the notification of the decision reached under Step 2. The Personnel Board shall consist of two members appointed by the Sarpy County Board of Commissioners, two members appointed by the elected officials, and two members selected by each of the three Sarpy County bargaining units (See Personnel Policy Board Rules and Regs). The Personnel Board will conduct a hearing within thirty (30) calendar days or as soon thereafter, that a quorum can be assembled from the date of the appeal. Testimony will be presented as outlined in the Personnel Board Policies and Procedures. The Board shall decide during the hearing whether to make a final determination or to carry over its decision to the following

meeting based upon the facts presented and existing Sarpy County and/or department policies and procedures.

In rendering a decision, the Personnel Board will be governed and limited by this Agreement's provisions, applicable law, and the expressed intent of the parties as set forth in this Agreement. The Personnel Board will have no authority to add to, subtract from, or modify any of the terms and provisions of this agreement, or substitute its judgment for that of the County, and will confine its judgment strictly to the facts submitted in the hearing, the evidence before it, and the express terms and provisions of this Agreement. The Personnel Board's decision will be final and binding upon the parties, except as provided in Step 4 below.

Step 4. If satisfactory settlement is not reached under Step 3, either party may appeal to District Court. Appeals to District Court shall conform with Nebraska Revised Statute 25-1903. If the F.O.P. or an employee seeks review under this paragraph, service shall be accomplished by delivering a copy of the petition in error on the Clerk of Sarpy County with a summons from the District Court. If Sarpy is seeking review under this paragraph, service shall be accomplished by delivering a copy of the petition in error on the F.O.P. President at the Sheriff's Office, and upon any individual member who may be a party at their last know address, with a summons from the District Court. A responsive pleading must be filed within 30 days of receipts of the summons.

When an employee elects to process a grievance without an F.O.P. representative as is his or her right, the F.O.P. shall have the right, to intervene and become a party to the proceedings. Any adjustment of grievance between the employer and an employee not choosing to be represented as assisted by the F.O.P., must be consistent with the terms of this Collective Bargaining Agreement.

SECTION 2. Any time limitations provided herein may be waived or extended by written mutual agreement of the parties.

SECTION 4. Employees may be dismissed for cause. The Department Head may dismiss an employee in his department by delivering a written statement to the employee concerned. The notification shall indicate the reason for the action and the date the dismissal is effective. If the Department Head wishes to make the action immediate, the employee may be placed on leave with pay pending the delivery to the employee of the written communication addressing the dismissal. An employee who is dismissed has the option to file a grievance, following the Sarpy County Policies and Procedures Grievance Procedure. The termination letter will be placed in the employee's personnel file.

SECTION 5. The Department Head or designee shall notify the President of F.O.P. Lodge Three immediately after receiving a grievance from a member of the Dispatchers Bargaining Unit.

ARTICLE 6

EMPLOYEE RIGHTS

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

SECTION 2. The Department Head or designee reserves the right to conduct internal investigations to uncover the facts in each case, but expressly agrees to carefully guard and protect the rights, privacy and dignity of accused personnel. 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 investigations, the Department Head or designee will not knowingly commit any act which deprives the employee of any statutory or constitutional rights or privileges.

SECTION 4.

A. In order to justify investigations by the County, citizens' complaints must be verified in person or signed by the person making the complaint. In no event will a citizen's complaint taken over the telephone without verification of the identity of the caller be the basis for discipline against an employee.

B. Only sustained findings may be inserted in personnel records. Unfounded findings will not be inserted into the permanent Personnel record, or referred to in performance evaluations.

C. When an employee is questioned or interviewed concerning a complaint or allegation, the employee will be informed, prior to the interview of the nature of the investigation, whether he/she is the subject of the investigation or a witness in the investigation.

D. Interviews and questioning of employees will be conducted in a professional manner. Statements from employees will not be taken in a coercive manner. Dishonesty during an investigation shall be considered just cause for discipline, up to and including discharge in the County's discretion in accordance with this Agreement.

E. 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.

F. Upon conclusion of an investigation, the employee who has had prior notification of an internal investigation, shall be notified in writing of the disposition of the case.

G. The County and the F.O.P., shall not make any press release regarding any internal investigation.

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 an immediate and substantial safety hazard.

SECTION 6. Performance Evaluations. If the County or Department Head or designee 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 County 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.

SECTION 7. Personnel Files.

A. The personnel file documents required for operations shall be maintained in the office of the Department Head. Other legally required and payroll related information shall be maintained in the Personnel Department. Every employee may during his/her non-duty hours and during regular office hours of the Department Head's Office, inspect his/her file at either office, and shall be allowed to make copies of anything contained therein. All disciplinary action and documentation issued by the Department Head will state the reason for the documentation, the action to be taken by the employee to ensure the violation does not reoccur and will be signed and dated by the employees and submitted to the employee's file. Employees have no right to refuse to sign a disciplinary notice to verify their knowledge when asked to do so, but their signature shall not be an admission of guilt. Full disclosure of all documentation will be provided upon request of the employee. Sarpy shall have sole responsibility to ensure the employees' files are complete upon request for inspection by the employees.

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

C. No documentation reflecting performance or conduct problems shall be placed in an employee's personnel file without the signature of the employee verifying knowledge of the existence of such information.

D. 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, and agrees further that performance evaluations performed on any employee will be maintained on a

confidential basis with access available only to the employee, the employee's supervisor, and authorized members of the personnel staff.

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

Documented Verbal Reprimand	6 months (1st incident) 1 yr (2nd)
Written 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 any previous disciplinary action may be taken into consideration.

SECTION 8. Employees shall be allowed to trade shifts only during the same payroll period when approved in advance and in writing by the Department Head. Trades will be approved when the trade will not compromise the operational effectiveness of the Department, in the sole discretion of the Department.

ARTICLE 7

MANAGEMENT RIGHTS

SECTION 1. Except where limited by expressed provisions elsewhere in this Agreement, nothing in this Agreement shall be construed to restrict, limit, or impair, the rights, powers, and the authority of the Employer as granted it under the laws of the State of Nebraska.

SECTION 2. The F.O.P. acknowledges the concept of inherent management rights. These rights, powers, and authority of the County included, but are not limited to, the following:

A. The right to determine, effectuate, and implement the objectives and goals of the County.

B. The right to manage and supervise all operations and functions of the County.

C. The right to create, establish, allocate, schedule, assign, modify, or discontinue any County function, operation, or department, or any position or work shift.

D. The right to establish, modify, change, and discontinue work standards.

E. The right to hire, examine, classify, promote, train, transfer, assign, and retain employees, and the right to suspend, demote, discharge, or take other disciplinary action against employees, for just cause, and to relieve employees from duties due to lack of work or funds.

F. The right to increase, reduce, change, modify and otherwise alter the composition and size of the work force.

G. The right to adopt, modify, change, enforce, or discontinue existing rules, regulations, procedures, and policies not in direct conflict with any provisions of this agreement.

ARTICLE 8
DISCIPLINE AND DISCHARGE

SECTION 1. Employees required to attend disciplinary meetings which involve a contemplated change in pay status and tenure will be provided due process; notified at the outset of the meeting of the purpose for the meeting; and shall have the right to be represented by the F.O.P. or the F.O.P's designated legal counsel, in the F.O.P. discretion.

SECTION 2. Progressive Discipline Policy
Disciplinary action may include any of the following, depending on the severity of the offense and the employee's work history:

Verbal - A verbal reprimand shall be administered by the employee's supervisor. Verbal reprimands shall be documented in writing and shall indicate those present for the reprimand, the purpose of the reprimand, the date the reprimand took place, the corrective action recommended and further disciplinary action, which may be taken if the violation reoccurs.

Written Reprimand - A written reprimand is a documented written correspondence issued by the Department Head. The reprimand will state the action that caused the reprimand to be issued, what corrective action must be taken by the employee to ensure the violation does not reoccur and further disciplinary action which may be taken if the violation does reoccur. The employee will receive a copy of the written reprimand.

Suspension with Pay - The Department Head may suspend an employee with pay for a period of time pending the outcome of an investigation into a complaint. The Department Head shall notify the employee in writing of the reasons for the action and the number of days of suspension, corrective action which must be taken by the employee to ensure the violation does not reoccur and further disciplinary action which may be taken should the violation reoccur.

Suspension without Pay - The Department Head may suspend an employee without pay for no more than 20 working days. These types of suspension shall have no impact on the County's contribution to the employee's insurance benefits. The Department Head shall notify the employee in writing of the reasons for the action, the number of days of suspension, corrective action which must be taken by the employee to ensure the violation does not reoccur and further disciplinary action which may be taken should the violation reoccur.

Demotion - The Department Head may demote an employee in grade/position. The employee shall be notified verbally and in writing. The notification shall indicate the reason for the action, the effective date of the action, and further disciplinary action which may be taken should the violation reoccur.

Dismissal - The Department Head may dismiss an employee under his/her jurisdiction by delivering a written statement to the employee concerned. The notification shall indicate the reason for the action and the date the dismissal is effective. If the Dept. Head wishes to make the action immediate, the employee may be placed on leave with pay pending the delivery to the employee of the written communication addressing the dismissal.

Any grievance or dispute of disciplinary action shall be settled according to the grievance procedure outlined in Article 5 of this contract.

SECTION 3. Disciplinary action limitations. 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 Communications Center in effect at the time of the infraction with regard to any disciplinary action taken against an employee.

SECTION 5. When an employee is being questioned about possible criminal matters and it has been officially 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. See Garrity v. New Jersey, 385, U.S. 493 (1967).

ARTICLE 9

SENIORITY

SECTION 1. Seniority as it applies to full-time employees will be based on continuous length of service with the Communications Department without a break or interruption: provided that any suspension for disciplinary purposes, absence on authorized leave with pay, or layoff for thirty (30) calendar days or less, shall not constitute a break or interruption of service within the meaning of this section.

An approved FMLA ("Family Medical Leave Act") absence shall not constitute a break in service.

SECTION 2. Seniority as it applies to shift bidding shall be based on continuous length of service within a specific classification.

SECTION 3. Seniority relative to bidding for duty shift shall be based on the most recent period of uninterrupted service with the Communications Department in that particular classification.

SECTION 4. A list of employees' arranged in order of seniority shall be maintained and made available for examination by employees, provided that the seniority list be revised and updated at the end of each fiscal year. A copy of the same shall be transmitted to the F.O.P.

SECTION 5. Where two (2) or more employees in the same classification are appointed or promoted on the same date, their seniority standing shall be determined by the employees original date of hire.

SECTION 6. Seniority as it applies to vacation accrual is based on continuous length of service.

ARTICLE 10

LAYOFFS

SECTION 1. Whenever a reduction in work force becomes necessary, layoffs shall be made on the basis of classification seniority. The employee lowest on the classification 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 layoff to allow the F.O.P. to work closely with the County and/or the Department Head to correctly align the determining conditions of the layoff.

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 provisional, probationary, part-time, or seasonal employees working in the same classification.

SECTION 4. In the event that an employee becomes subject to layoff 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 that classification's rate of pay. In such event, the junior employee in the lower classification is subject to layoff.

SECTION 5. In the event that an employee becomes subject to layoff 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 Department Head, be appointed to such position in a lower classification on the basis of his/her seniority.

SECTION 6. The names of employees who have been laid off shall be placed on a layoff list maintained by the Communications Department for a period not to exceed one year. The Communications Department shall recall in the reverse order of the layoff, provided such employees are otherwise qualified and immediately capable of performing all of the essential functions of the position. No new employees will be hired by the Communications Department as long as there are employees laid off who have seniority, and 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 Four (4) or Five (5) hereof, he/she shall be recalled to his/her former position when the same becomes available in the reverse order of reduction.

ARTICLE 11

NON-DISCRIMINATION

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

SECTION 2. The parties hereby agree that no officers, agents, representatives, members or anyone connected with either party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join, or assist labor organizations, or to refrain from any of these activities, including the right of employees to withdraw, revoke, or cancel F.O.P. membership.

ARTICLE 12

OUTSIDE EMPLOYMENT AND EMPLOYEE DUTIES

SECTION 1. Employees may be entitled to engage in outside employment, with the prior approval of the Department Head or designee provided that the duties of the outside employment do not constitute a conflict of interest nor conflict with an employee's job performance with the County. Prior to engaging in outside employment, employees must submit an "Outside Employment" form (available on the Intranet) to the Department Head outlining the place of employment, the duties required and the hours of work.

ARTICLE 13

LEAVE PROVISIONS

SECTION 1. Vacation Leave. Full-time and part-time (30+ hours) employees shall be granted annual leave with pay in the following amounts per year:

A. No vacation shall be taken until the employee has completed six (6) months of service. Upon completing six (6) months of service ***through one (1) year of service***, the employee shall be granted 3.692 hours of vacation per pay period. (96 hours)

B. ***Beginning*** year two (2) through five (5) continuous years - 4.00 hours per pay period. (104 hours)

C. ***Beginning*** year six (6) through nine (9) continuous years - 4.923 hours per pay period. (128 hours)

D. ***Beginning*** year ten (10) through fourteen (14) continuous years - 5.923 hours per pay period. (154 hours)

E. ***Beginning*** year fifteen (15) through nineteen (19) continuous years - 6.923 hours per pay period. (180 hours)

F. ***Beginning*** year twenty (20) through twenty-four continuous years - 7.154 hours per pay period. (186 hours)

G. ***Beginning*** year twenty-five (25) through twenty-nine (29) continuous years - 7.538 hours per pay period. (196 hours)

H. Upon completing thirty (30) continuous years - 8.077 hours per pay period. (210 hours)

I. Regular 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 has resigned or has been separated or dismissed shall be entitled to and shall receive all accrued vacation leave computed on the basis of the compensation plan in effect on the last day of employment.

Vacation working days may be taken at a minimum of one (1) hour and a maximum of thirty (30) working days vacation at one time.

When vacation time is taken in increments of two (2) consecutive work days, and when requests for vacations are received between fifteen (15) calendar days and six (6)

months in advance, then such vacation requests will not be unreasonably denied by the Assistant Director or designee at the time.

Absence without pay will not effect the crediting of vacation leave to any employee continuing in service unless such leave exceeds forty (40) hours in a thirty (30) day period. If absent without pay more than forty (40) hours, but less than one hundred twenty (120) hours, an employee will earn one-half (1/2) of the vacation to which he/she is entitled. If absent more than one hundred twenty (120) hours, no vacation will be earned for that thirty (30) day period.

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

An employee will cease to accumulate vacation time once the cap of 320 hours is met. Whenever an employee with 320 hours of accumulated vacation drops under 320 hours, they will restart accumulating vacation leave, per the vacation leave schedule, until reaching 320 hours. The provisions of this paragraph shall be implemented on July 1, 2010.

Seniority will apply only to those requests made more than forty-five (45) calendar days in advance of requested leave date(s). When applying for vacation leave, an employee's request MAY be "bumped" prior to forty-five (45) calendar days before the requested leave date(s). After employees requests have reached the forty-fifth (45th) day prior to commencement of said leave, their requests may no longer be "bumped" by seniority.

Should two or more employees request vacation leave for the same date(s) and if the request were made less than forty-five(45) calendar days prior to commencement, the first employee to request vacation leave will have preference.

SECTION 2. Jury Duty or Election Service. When an employee is summoned for jury duty by a court of competent jurisdiction or for election board duty, and that employee's attendance is required during his/her regularly scheduled duty shift with the employer, he/she shall receive his/her regular pay from the employer during such service. The employee shall be required to turn over to the employer any compensation received for such jury duty or election service. Employees performing that service in Sarpy County shall sign a waiver of payment for jury duty or election service.

SECTION 3. Military Training 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 a period of active duty training. Military leave with pay will not exceed fifteen (15) days in any one (1) calendar year. If the amount of the military leave requested exceeds fifteen (15) days in any one (1) calendar year, a request for vacation, compensatory time or a leave of absence without pay will be submitted.

For military leave during the first fifteen (15) days in any one (1) calendar year, the employee shall receive his/her regular county pay and the compensation received for active duty training.

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

SECTION 4. SICK LEAVE

The purpose of sick leave is to provide a benefit to those eligible County employees who are unable to attend work due to short-term illness or injury. It may also be used in conjunction with a long-term medical leave of absence to provide some measure of income protection for extended illness or disabilities.

Definition - Sick leave will be considered for a bona fide illness or injury for reasons other than illness or injury arising out of and in the course of County employment.

Accrual and Accumulation

1. Full-time employees will accrue sick pay benefits at a rate of 4.615 hours per payroll period (120 hours per year).

2. A maximum of 1040 hours of sick leave may be accumulated.

3. Part-time employees will accrue sick pay benefits at a rate of one hour for each twenty-six (26) hours worked.

4. Sick leave shall not be accrued by temporary employees.

General Procedure

Sick leave will be considered for a nonwork-related bona-fide illness or injury. Employees will be entitled to utilize sick leave for treatment of drug or alcohol addiction, injury, pregnancy, or sickness which renders an employee incapable of performing his or her required job duties, for medical and dental care, or for exposure to contagious disease under circumstances in which the health of other employees or the public would be endangered by the employees attendance on duty.

Employees may utilize their sick time in order to keep medical or dental appointments.

Employees may utilize their sick time for the illness of his or her immediate family (Spouse, child(ren), mother/father) where the employee's attendance is required. Only twenty (20) hours per fiscal year of the Employee's sick time may be used for parents or children living outside the home.

Sick leave may be used at ¼ (15 minutes) of an hour.

Sick leave will not be granted if the employee is absent due to a disability arising out of and in the course of their employment as are governed by the provisions of Workmen's Compensation Laws. SEE WORKER'S COMP. POLICY.

When unable to report to work, the employee must notify his/her immediate on duty supervisor in accordance with Standard Operating Guidelines Internal-12, except in an obvious emergency. During absence due to illness, the employee must notify his/her Center Supervisor daily of their progress and expected date of return.

Sick pay will be paid only for approved absences and for time when the employee would normally be scheduled for work.

Employees on sick leave for three (3) consecutive workdays must submit a physician's certificate in order to receive sick pay, unless waived by the department head. The cost, if any, of the certificate shall be paid by the employee. For a lesser period of absence, the department head may, at his or her discretion, require evidence of illness from a physician for other reasons, as defined by this section.

Illness or non-compensable injury caused by the employee's own misconduct, intentional self-inflicted injury or gross negligence shall not be the basis of any paid sick leave.

Sick leave shall not be used as vacation leave.

Upon written request with approval, vacation pay may be used to continue compensation during illness when all sick pay has been exhausted.

For employees with less than ten (10) years of service upon retirement or resignation (except for dismissal for disciplinary cause), or death, such employee or his beneficiaries shall be paid one-fourth (¼) of his, or her accumulated sick leave up to a maximum of two hundred (200) hours.

For employees with ten (10) or more years of service, upon separation from service, an employee or his/her beneficiaries shall be paid one half (½) of his/her accumulated sick leave up to a maximum of four hundred (400) hours.

Under each case, such amounts shall be paid at the rate of payment based upon the employee's regular rate of pay at the time of separation.

Any employee who has accumulated more than eight hundred (800) hours of sick leave may convert such excess, up to a maximum of 160 hours, at a 2 to 1 ratio, to a maximum of 80 hours of vacation or pay once per calendar year. If an employee has reached the vacation accumulation maximum of 320 hours, then an employee may only convert sick leave to pay and not vacation time.

An employee on leave of absence without pay will not earn sick leave benefits until they return to a paid status.

Restricted Duty

The Department Head may allow an employee to return to work on a restricted duty basis if the employee has a physician's statement that releases the employee with limitations and/or restrictions. The restricted duty policy will be in accordance with the following criteria:

1. If there is a restricted duty position or work duties available within the classifications covered by this agreement that satisfies the restrictions set forth by the physician, the employee will be assigned to said position or duties.
2. Restricted duty is not meant to be a permanent work arrangement, therefore an employee will be placed in a restricted duty position for a period of time equal to the shorter of (a) The time the employee remains under physician's restricted release, or (b) the light duty job is no longer available.

If an employee remains on restricted status following the completion of thirty (30) calendar days of light duty, his/her health condition will be evaluated to determine whether or not further light duty is appropriate. Preferences for restricted duty positions shall be given to employees' whose medical conditions are work related.

SECTION 5. Job-Related Injuries. Employees are covered by Worker's Compensation as provided by the law of the State of Nebraska. When an Employee under this agreement is entitled to Worker's Compensation benefits, other than medical, surgical, and hospital services as defined by law, that Employee shall be eligible for a supplemental payment by the County if they are injured in a violent incident while at work. 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. Such compensation shall continue for as long as said Employee receives Worker's Compensation, or until 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 benefit 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 the Employer, would 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 without pay of up to one year, for good cause shown, may be granted at the discretion of the Department Head. When a leave of absence is granted, all accumulated sick, vacation, and compensatory time off, 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) calendar days, the effective leave date will be retroactive to the first day of work 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 less than thirty (30) calendar days, no adjustments will be made.

Health and dental insurance may be retained during a leave of absence at the full premium rate. Insurance benefits will be maintained according to the provisions outlined by Federal COBRA regulations.

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

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

Funeral leave of one (1) working 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 Department Head or designee, additional days of funeral leave may be granted. Further, in addition, the employer may grant one (1) additional day if travel of more than three hundred (300) miles to the funeral site is involved.

Notification to the Department Head or designee shall be given by the employee as soon as possible prior to the leave.

SECTION 8. Maternity, Paternity or Adoption Leave. Leave for maternity, paternity or adoption will be in accordance with the provisions in the Sarpy County Personnel Policy and Procedure Manual as outlined under the Family Medical Leave Policy.

ARTICLE 14

HOLIDAYS

SECTION 1. The following and, in addition, any other days that may be designated by the County, are paid holidays for employees:

New Years Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's 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 Department Head/Assistant Director only when that request does not create an overtime situation that can be foreseen at that time.

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 the observed holidays shall be compensated for at the rate of two and one-half (2-1/2) times the actual number of hours worked on such holiday.

SECTION 4. Whenever a holiday occurs during an 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.

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, provided that the employee shall not be compensated for the observed holiday in accordance with Section four (4) of this Article.

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 instead of holiday pay as provided in Article 20, Section 7 of this Agreement.

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

ARTICLE 15

PROMOTIONS/DEMOTIONS/VACANCIES

SECTION 1. All promotions of employees of the Communications Department to fill existing positions within the Department shall be made from the ranks of such employees.

SECTION 2. Promotional examinations for the rank of Senior and Lead Radio Dispatcher and Training Manager shall be given as needed.

SECTION 3. 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 4. Whenever an employee is demoted to a position for which he/she is qualified, he/she shall receive a rate of pay in the lower salary range which provides for the smallest decrease in pay if the action is not for cause, or any appropriate rate in the range if the action is for cause as determined by the Department Head.

SECTION 5. 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, unless the position is eliminated before any vacancy is announced. The ninety (90) day period may be extended upon mutual agreement between the Department Head and the F.O.P.

ARTICLE 16

SAFETY COMMITTEE

Employees with safety related concerns shall discuss their concerns and recommendations for improvements with the Department head or the F.O.P. Safety Committee.

ARTICLE 17

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 for the purpose of negotiations and administration of this Agreement. Administration of the Agreement shall be defined as grievance proceedings, discipline meetings, language interpretation, meetings with departmental employees and individuals associated with this Agreement. The Department Head shall be notified of all leave granted and not more than two F.O.P. members shall be granted leave for the above mentioned functions at the same time (Only when minimum staffing will allow).

SECTION 2. F.O.P. officials may be granted leave from duty without 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 Department Head or designee that such absences will not hinder the effective operation of the Communications Department. Such leave shall be contingent upon written request by the F.O.P. and approval by the Department Head or designee no less than one week in advance of the requested leave dates.

ARTICLE 18

UNIFORMS AND EQUIPMENT

SECTION 1. Upon successful completion of the introductory training program, all Communications Employees shall wear a designated uniform and can receive an allowance up to six hundred sixty dollars ($660.00) annually upon the substantiated claim for the purchase and maintenance of work related clothing and equipment.

The Assistant Director will make available to employees a list of authorized uniform vendors that have agreed to direct bill the County for approved uniform items for the employees of the Communications Center.

After receiving the maximum annual reimbursement, receipts will be carried forwarded and applied to the subsequent fiscal year's clothing allowance. These carried over receipts may only be forwarded after the subsequent fiscal year commences.

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. Requests for reimbursement shall be submitted in writing accompanied by proper documentation. Personal property claims will be reviewed by the Department Head or designee and will be paid or denied on the basis of reasonableness.

ARTICLE 19

HOURS OF WORK

SECTION 1. The number of hours that constitute a days' work will vary depending on shift length, but will usually be eight, ten or twelve hours. The number of calendar days that constitute a work week shall consist of forty (40 hours) and one pay period shall consist of two (2) calendar weeks. *"All hours worked and all paid leave hours, with the exception of sick leave, will be included in the computation of overtime."* The Department Head or designee will discuss with the F.O.P. before altering shift length or establishing new hours of work.

SECTION 2. Employees of the Communications 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 at the rate of time and one-half (1 1/2), or one and one-half (1 1/2) times the regular rate of pay for the actual number of hours worked, whichever is greater.

SECTION 3. An employee shall be allowed a sixty (60) minute lunch period during an eight (8) hour shift. During a twelve (12) hour shift, an employee shall be allowed a sixty (60) minute lunch period, along with one fifteen (15) minute break in the first half of the shift and one fifteen (15) minute break in the latter half of the shift. When austere manning or duty restrictions prevent an employee from being granted a sixty (60) minute lunch period, the employee may opt for the sixty (60) minutes or any portion thereof to be applied to compensatory time off. The Department Head 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 the Department.

SECTION 4. A calendar day shall be divided into two (2) shifts designated as follows: Two (2) day shifts – 0600 to 1800 and two (2) night shifts – 1800 to 0600.

Each shift designated may be varied not to exceed two (2) hours, at the sole discretion of the Department Head, provided the employees affected are given a minimum of twenty-four (24) hours' notice prior to the change of hours for the shift. No employee shall be allowed to work more than 16 hours at one time and a minimum of at least eight (8) hours off must be taken before returning to work.

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 last Sunday in August and the last Sunday in February of each year on the basis of their seniority as defined in Article 9 of this Agreement. The Department Head 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 assignment of the Department Head, provided the employee(s) affected are given a minimum of twenty-four (24) hours' notice prior to the change of hours and such assignment is in accordance with Section 5 of this Article.

SECTION 7. During an emergency as declared by the Department Head, an employee's shift, hours, and duties may be established at the discretion of the Department Head.

SECTION 8. The Department Head may assign certain employees to stand-by duty, which requires the employee to remain in contact with the Communications Department.

ARTICLE 20

OVERTIME, CALL-BACK, AND STAND-BY PAY, AND COMPENSATORY TIME OFF

SECTION 1. OVERTIME PAY. Employees shall be compensated at one and one-half (1 ½) times their usual rate for hours worked on a particular shift in excess of the usual shift or in excess of forty (40) hours per week. Overtime must be approved by the Department Head or designee.

SECTION 2. CALL-BACK PAY. 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 (1 ½), or one and one-half (1 ½) times the regular rate of pay for 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 Pay and the employee shall only be compensated 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. Exceptions to the foregoing are contained in Article 19, Section 7 of this agreement.

SECTION 4. In calculating Overtime Pay, 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 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 one-half (½) hour of compensation.

If an employee works more than forty-five (45) minutes and up to sixty (60) minutes of overtime, compensation will be one (1) hour of overtime.

SECTION 5. Overtime opportunities shall be distributed equally so far as it is practical and possible. Supervisors shall not monopolize any work hours to the detriment of other employees.

SECTION 6. 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 employee shall have the right to accumulate three hundred and twenty (320) hours. After reaching and maintaining three hundred and twenty (320) hours, further

overtime shall be compensated in cash. Compensatory time will be at the rate of one and one-half (1 ½) hours time off to hours earned.

In the event the employee separates from employment with the County, the employee shall receive payment of accumulated compensatory time as outlined in the above paragraph.

SECTION 7. Under no circumstances shall an employee voluntarily work without compensation, denying on duty employees the opportunity for overtime compensation.

ARTICLE 21

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/her official duties, for 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 his/her 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 (1 ½) for a minimum of two (2) hours or one and one-half (1 ½) times the actual number of hours worked, whichever is greater.

When an employee is called as a witness in connection with the employee's official assigned duties, the employee shall not receive any witness fee in accordance with the Department regulations.

SECTION 2. The Department Head or designee 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. Such time attending the meeting shall be paid in accordance with Section One (1) of this Article.

SECTION 3. Employees who are approved by the Department Head to attend training seminars, workshops, conferences, or schooling outside the County shall be paid at their applicable rate of pay while in attendance at such functions and 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 Fourteen (14) and Article Twenty (20) of this Agreement, except that employees may voluntarily attend such functions and waive increased compensation under Article Fourteen (14) and Article Twenty (20) of this Agreement.

SECTION 4. The Department Head or designee shall give all employees notice of any schooling or training available.

SECTION 5. Employees shall be entitled to the compensation as set out in Section One (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 Communications 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 22
WAGES

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

Effective July 1, 2009 salary increases are as follows:

Radio Dispatcher	*2.0%*
Senior Radio Dispatcher	*2.0%*
Lead Dispatcher	*2.0%*
Training Manager	*2.0%*
Database Specialist	*2.0%*

Effective July 1, 2010 salary increases are as follows:

Radio Dispatcher	*2.5%*
Senior Radio Dispatcher	*2.5%*
Lead Dispatcher	*2.5%*
Training Manager	*2.5%*
Database Specialist	*2.5%*

SECTION 2. Classification Levels shall be as follows:

Radio Dispatcher
Senior Radio Dispatcher
Lead Dispatcher
Training Manager
Database Specialist

SECTION 3. Original appointment to any position shall be made at the entrance step of a salary range and advancement from the entrance step to the maximum step within a salary range shall be based on performance and cumulative length of service per Article Nine (9), Section Six (6).

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

SECTION 4. Longevity pay shall commence at the beginning of the eighth year and continue to be paid as follows:

Effective July 1, 2003, longevity pay shall be as follows:

Commencing in 8th year through 14th year	$ 885.00/yr.
15th year and through 19th year	$1,330.00/yr.
20th year and through 24th year	$1,785.00/yr.

25th year and through 28th year	$2,165.00/yr.
29th year and after	$2,400.00/yr.

SECTION 5. If an employee reaches a new step during the first seven days of a pay period, he/she shall receive 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 falls in the first seven days of a pay period, employees shall receive 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.

ARTICLE 23

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 Agreement for the position to which they are assigned.

SECTION 5. An employee who is assigned to work out of classification shall receive the closest approximation to a five percent (5%) increase in compensation, in accordance with the appropriate pay range of the absent employee.

ARTICLE 24

INSURANCE

SECTION 1. The County shall maintain a Comprehensive Major Medical Plan which will include deductibles, co-pay amounts, co-insurance levels, in-network benefits and 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, has not received any compensation from the County for work performed, except as provided in Section 7 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 coverage arrangements with the insurance carrier for 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 group term life insurance for each employee at a minimum of Thirty Thousand Dollars ($30,000.00) coverage.

SECTION 5. The County shall provide and pay the full premium costs for long term disability benefit insurance for each employee. The long term disability benefit language will conform to language in contracts of other Sarpy County employees.

SECTION 6. Sarpy County provides dental insurance coverage for all employees working a minimum of thirty (30) hours a week who elect to carry this coverage. You must apply for insurance through the Personnel Department within thirty-one (31) days of your employment eligibility date or during open enrollment (which is held once annually). Employees responsibility will be $0 for single and $19 per family per month. Please contact the Personnel Department for Physician/Dental Provider Directories and any other information relating to Health or Dental Insurance.

SECTION 7. An employee who retires with a minimum of fifteen (15) years of service and is between the ages of sixty-two (62) and sixty-five (65) years may continue in the County's primary health insurance program and receive insurance coverage as provided for retirees. From age 62 until age 65, the County shall pay 75% of single coverage and 50% of family coverage.

ARTICLE 25

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 Communications Department, and no employee shall inadvertently suffer any loss of wages, hours, or working conditions by reason of the signing of this Agreement.

ARTICLE 26

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 27

TRAINING OFFICER

SECTION 1. Any employee appointed by the Department Head or designee to be a Communications Training Officer for new recruits shall receive for any eight (8) or twelve (12) hours' training an additional one-quarter (1/4) hour of straight time pay for each hour of training.

ARTICLE 28

EDUCATIONAL REIMBURSEMENT

SECTION 1. Prior to July 1, 2001, all full-time, non-probationary employees shall be eligible for educational reimbursement of job-related courses at 25% of the cost of tuition, books and fees up to a maximum of $500 per fiscal year. Employees must successfully complete each course with a grade "C" or higher from an accredited college, university, community college, or trade school. For courses completed after July 1, 2001, all full-time, non-probationary employees shall be eligible for educational reimbursement of job- related courses at 50% of the cost of tuition, books and fees up to a maximum of $1,000.00 per fiscal year. Employees must successfully complete each course with a grade "C" or higher from an accredited college, university, community college, or trade school. Employees who successfully complete a course with a grade "B" or higher from an accredited college, university, community college, or trade school shall receive educational reimbursement of job-related courses at 65% of the cost of tuition, books, and fees up to a maximum of $1,300.00 per fiscal year.

SECTION 2. An employee requesting educational reimbursement shall provide information concerning each course to the Department Head or designee and County Personnel Department for approval prior to registration for the course.

SECTION 3. The employee must provide the Personnel Department with proof that he/she has successfully completed (as defined in Section One (1) of this Article) the course before reimbursement will be paid.

SECTION 4. An employee who resigns or is otherwise not employed by Sarpy County prior to the completion of an approved course shall forfeit eligibility for educational reimbursement.

ARTICLE 29

JOB BIDDING

SECTION 1. All Communications Department positions will be posted for bid and will be implemented on the last Sunday in August and the last Sunday in February. And, in addition, shift bid may be posted up to two other occasions during the calendar year at the discretion of the Department Head or designee and with at least fifteen (15) days advance notice. All Communications Department positions shall be posted for bid and filled pursuant to Article Nine (9) of this Agreement. Such posting shall state the job title, rate of pay, shift, and days off.

Any two employees, with the approval of the Department Head or designee, may agree to trade positions.

ARTICLE 30

DURATION OF AGREEMENT

This Agreement shall be and shall remain in full force and effect from and after July 1, 2009 until June 30, 2011 and shall be automatically renewed each year thereafter for successive one (1) year periods, unless either party shall notify the other in writing on or before the Friday 1st prior to the anniversary date that it desires to modify this Agreement.

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

day of _____ 2010.

COUNTY OF SARPY

BY: _____

FRATERNAL ORDER OF POLICE, SARPY LODGE NUMBER 3

BY: _____

This contract is approved as to form and content.

BY _____
Deputy County Attorney

BY _____
County Clerk

APPENDIX A

AUTHORIZATION FOR PAYROLL DEDUCTION

BY_____
Please print last name, first name, middle name.

Classification:_____Social Security No._____

TO THE COUNTY OF SARPY:

Effective the _____ day of _____ 200_, I hereby request and authorize you to deduct from my earnings on the second payroll period of each month, 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 No. 3. This authorization shall remain effective unless terminated by me by written notice to the County.

Signature_____

Address_____

_____

DATE:_____ CITY:_____ STATE:_____

REVOCATION OF AUTHORIZATION OF PAYROLL DEDUCTION

I, the undersigned employee, revoke my authorization for the withholding from my salary, the biweekly union dues for F.O.P. Sarpy Lodge No. 3, effective with the wages paid on

_____.

DATED:_____ _____
(Employee Signature)

Received by County Clerk_____

GRIEVANCE FORM: FOP-COMMUNICATIONS (revised 2009)
SARPY COUNTY

ALL INFORMATION MUST BE FILLED IN COMPLETELY AND MUST MEET APPLICABLE CONTRACTUAL TIME FRAMES:
FAILURE TO DO SO WILL RESULT IN THE GRIEVANCE BEING INVALID AND WILL NOT BE PROCESSED.

Name: _____ **Date:** _____

Department: _____ **Classification:** _____

Step 1: Employee to fill out and present to the Department Head (within 10 calendar days)

Date of Action or Non-Action: _____ **Witness:** _____

Violation (be specific): _____
(State article/section of contract, policy or procedure, state or federal law allegedly violated)

Statement of Facts (who, what, where, when?): (attach additional sheets if required)

_____

Remedy Sought:

_____

☐ **I authorize** _____ **as my (Union) representative to act for me in the disposition of this grievance.**

Elected Official or Department Head Response (within 7 calendar days)

Date Received: _____ **Date Discussed/Presented:** _____

Action Response:

_____

Remedy Response:

_____

EMPLOYEE: CHECK ONE

☐ **I am satisfied with the resolution, conclude and close my grievance, and am returning it to the Personnel Department** **Signature:** _____

☐ **I am not satisfied with the resolution and want to file my grievance with the Personnel Department.**
(MUST return to Personnel within established contractual time frame after receiving response)

Step 2: Satisfactory settlement not reached with Department Head- Personnel Department Response (within 10 calendar days)

Date Received: _____ **Date Discussed:** _____

Action Response:

_____

Remedy Response:

_____

EMPLOYEE: CHECK ONE

☐ **I am satisfied with the resolution, conclude and close my grievance, and am returning it to the Personnel Department** **Signature:** _____

☐ **I am not satisfied with the resolution and want to file my grievance with the Personnel Policy Board.**
(MUST return to Personnel within established contractual time frame after receiving response)

Step 3: Personnel Policy Board

Date Received: _____ **Date of Meeting:** _____

Decision:

_____

_____ **Date Decision Issued:** _____

IMPORTANT: ALL CORRESPONDENCE & ORIGINAL FORM required to be *Hand-Delivered* through ALL steps to protect confidentiality.

911 Communications
Salary Schedule 2009-2010
Appendix "C"

2009-2010

Retroactive to July 1, 2009

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
DISPATCHER	$16.474	$17.221	$16.474	$18.734	$16.474	$20.251	$16.474	$21.766
2.00%	$32,552.18	$34,028.44	$32,552.18	$37,017.96	$32,552.18	$40,016.10	$32,552.18	$43,009.93
76hr per payperiod								
SENIOR DISPATCHER				$18.901	$20.423	$21.943	$23.469	$24.989
2.00%				$37,347.50	$40,356.41	$43,358.85	$46,374.22	$49,378.82
76hr per payperiod								
LEAD DISPATCHER				$20.329	$21.965	$23.603	$25.244	$26.880
2.00%				$40,170.56	$43,402.47	$46,638.76	$49,881.60	$53,115.70
76hr per payperiod								
TRAINING MANAGER				$21.344	$23.063	$24.783	$26.506	$28.224
2.00%				$44,396.40	$47,970.93	$51,547.76	$55,131.49	$58,706.02
DATABASE SPECIALIST	$15.681	$16.401	$17.122	$17.841	$18.566	$19.289	$20.008	$20.730
2.00%	$32,615.86	$34,114.48	$35,613.10	$37,109.44	$38,617.13	$40,120.28	$41,616.63	$43,117.51

911 Communications
Salary Schedule 2010-2011
Appendix "C"

2010-2011

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
DISPATCHER	$16.886	$17.651	$16.886	$19.202	$16.886	$20.757	$16.886	$22.310
2.50%	$33,365.99	$34,879.15	$33,365.99	$37,943.41	$33,365.99	$41,016.50	$33,365.99	$44,085.18
76hr per payperiod								
SENIOR DISPATCHER				$19.373	$20.934	$22.491	$24.055	$25.614
2.50%				$38,281.19	$41,365.32	$44,442.82	$47,533.58	$50,613.29
76hr per payperiod								
LEAD DISPATCHER				$20.837	$22.514	$24.193	$25.875	$27.552
2.50%				$41,174.82	$44,487.54	$47,804.73	$51,128.64	$54,443.59
76hr per payperiod								
TRAINING MANAGER				$21.878	$23.640	$25.402	$27.168	$28.930
2.50%				$45,506.31	$49,170.20	$52,836.45	$56,509.77	$60,173.67
DATABASE SPECIALIST	$16.073	$16.811	$17.550	$18.287	$19.030	$19.771	$20.508	$21.248
2.50%	$33,431.26	$34,967.34	$36,503.42	$38,037.18	$39,582.56	$41,123.29	$42,657.04	$44,195.45

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Sarpy County Board of Commissioners

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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 Communications

In recognition of the unique economic challenges of the past year, the FOP Communications bargaining unit has agreed to accept a two-year agreement consisting of a 2% across the board wage increase for the 2009-2010 fiscal year and 2.5% across the board wage increase for the 2010-2011 fiscal year.

The majority of the contract remains the same with the following exceptions:

- Grievance Procedure—the grievance procedure language was present in two separate sections of the contract and the language was contradictory. This contract consolidates the grievance procedure entirely under Article 5 and removes any discrepancies.
- Vacation Leave Accrual Maximum—due to a recent Nebraska Supreme Court Case regarding how vacation leave accruals should be interpreted, language in the contract was changed to reflect that employees cannot accrue more than a maximum of three-hundred and twenty (320) hours of vacation leave. The new language that is in line with the court's decision is contained in Article 13, Section 1, in the paragraph beginning "An employee will cease to accumulate..."
- Compensatory Time—Per the Fair Labor Standards Act (FLSA), for employee's engaged in "emergency response" activity, an employer may allow an employee to accrue up to 480 hours of compensatory time in lieu of paid overtime. Currently, we allow Communications employees to accumulate no more than 240 hours. In this contract, Article 20 Section 6 will allow employees to accumulate no more than 320 hours of compensatory time.

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

Mark Wayne, County Administrator

Cc: Deb Houghtaling
Larry Lavelle
Scott Bovick
Mike Smith
Brian Hanson
Linda Welles