

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING COLLECTIVE BARGAINING AGREEMENT WITH
NEBRASKA PUBLIC EMPLOYEES UNION (AFSCME) LOCAL 251

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 Sarpy County Surveyor and the Nebraska Public Employees Union (AFSCME) Local 251, 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 Nebraska Public Employees Union (AFSCME) Local 251.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS that the agreement between Sarpy County, the Sarpy County Surveyor and the Nebraska Public Employees Union (AFSCME) Local 251 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 Nebraska Public Employees Union (AFSCME) Local 251, a copy of which is attached, and any other related documents, the same being approved by the Board.

DATED this 13th day of July 2010.

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

YEAS:

NAYS:

ABSENT:

[Signature]
[Signature]

none

none

[Signature]
Tom Richards

ABSTAIN:

none

[Signature]
[Signature]
County Clerk



Approved as to form

[Signature]
Deputy County Attorney

NEBRASKA PUBLIC EMPLOYEES

LOCAL 251

**July 1, 2009 – June 30, 2011
(Two Year Contract)**



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SECTION 1 – INTRODUCTION

PREAMBLE

This Agreement, by and between Nebraska Public Employees, Local 251, American Federation of State, County and Municipal Employees, AFL-CIO, hereafter referred to as the "Union" and Sarpy County, Nebraska, hereafter referred to as the County, is designed to promote and strive to maintain a working relationship between the Union and the County.

Several items not addressed in this contract are addressed in the Sarpy County Policies and Procedures Manual and should be used accordingly. The following is an example of items that can be found in that Manual:

- Cellular Phone Policy*
- College Savings Plan*
- County Employment Process*
- Courthouse Closing – Weather/Emergency*
- Disability Policy*
- Drug Free Workplace*
- Electronic Communications*
- Employee Conduct*
- Employees Assistance Program*
- Equal Opportunity Policy Statement*
- Harassment*
- Illness Leave Donation Policy*
- Military Leave*
- Nepotism*
- No Smoking*
- Personal Business*
- Personnel & Public Records*
- Political Activity*
- Purchasing County Surplus Property*
- Secondary Employment*
- Travel Policy*
- Vehicles – Use of County Vehicles*
- Veteran's Preference*
- Whistle Blower's Policy*

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.

1. DEPARTMENT, for the purposes of this Agreement, shall encompass the entire job responsibility for the elected or appointed official.
2. EMPLOYEE shall mean the employee for Sarpy County covered by the Collective Bargaining Agreement.
3. DEPARTMENT HEAD shall mean the elected/appointed official to include the Department Heads listed in Article 3.
4. PERSONNEL AND PROCEDURAL MANUAL shall mean the Sarpy County Policies and Procedures Manual approved by the Sarpy County Board of Commissioners on August 13, 2002 as revised from time to time.
5. LOCAL 251 shall mean Nebraska Public Employees, Local 251.
6. Unless otherwise stipulated elsewhere in this Collective Bargaining Agreement, all references to "days" shall be defined as working days.
7. EMPLOYER shall mean Sarpy County.
8. Any reference to "him" or "his" shall also be meant to include "her" or "hers".
9. Full-time employee – An employee who has completed the introductory period and is regularly scheduled to work eighty (80) hours in a two week period excluding overtime hours. For the purposes of "benefits" 30+ hours will be used for full-time hours but benefits may be prorated to match number of hours worked.
10. Part-time employee – An employee who works twenty nine (29) or less hours per week. A part-time employee may be allowed to work up to one thousand five hundred eight hours (1,508) in a fiscal year. Full-time employees must be offered overtime first but part-time may be used when needed.
11. Seasonal employee – An employee who is hired to work for a specific time period, during a fiscal year, not to exceed one hundred and eighty (180) days. Seasonal employees may be eligible for overtime when needed. Seasonal employees are not eligible for County benefits.

ARTICLE 2

MANAGEMENT RIGHTS

SECTION 1 Except where limited by expressed provision 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 to it under the laws of the State of Nebraska.

SECTION 2 The Union acknowledges the concept of inherent management rights. These rights, powers, and authority of the County include, but are not limited to, the following.

- A. The right to determine, effectuate, and implement the objectives and goals of the County.
- B. The right to manage and supervise all operations and functions of the County.
- C. The right to establish, allocate, schedule, assign, modify, change, and discontinue County operations, and work shifts, so long as changes in day off, shifts, and working hours other than in emergencies, which shall include but not be limited to, unplanned absences are made only after the order for such change has been posted for seven (7) calendar days.
- 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 create, establish, change, modify, and discontinue any County function, operation, or department.
- H. The right to adopt, modify, change, enforce, or discontinue existing rules, regulations, procedures, and policies not in direct conflict with any provision of this Agreement.

ARTICLE 3

UNION RECOGNITION

The Employer recognizes the Nebraska Public Employees, Local 251 (herein referred to as Union) as the sole and exclusive collective bargaining representative for the unit of employees as certified by the Commission of Industrial Relations, Case Number 810, Docket Number 275, excluding part-time employees and those classifications as agreed are no longer part of this bargaining unit.

The unit of employees is from the following County departments and do not include any management/exempt (salaried) classifications, as defined by the Employer or any previously not-recognized classifications:

- Facilities Management
- Building & Planning
- CASA
- Community Service
- Fleet Services
- Surveyor's Office and Highway Department
- Human Services Office
- Landfill
- Purchasing

ARTICLE 4

CHECK-OFF

- SECTION 1 The County Payroll Department shall deduct regular monthly UNION dues and assessments from the pay of each employee who has executed a written check-off form in accordance with the terms and provision of such check-off form.
- SECTION 2 Such deductions shall be made from the first and second payroll period of each calendar month and will be remitted within ten (10) calendar days to the designated UNION office.
- SECTION 3 If in accordance with the terms and provisions of the check-off form, an employee properly revokes such check-off authorization, it shall not become effective until the first payroll period of the succeeding calendar month.
- SECTION 4 At the time of execution of the Agreement, the UNION shall advise the County Payroll Department, in writing, of the exact amount of regular monthly UNION dues. If, subsequently, the UNION requests the County Payroll Department to deduct additional monthly UNION dues, such request shall be effective only upon written assurance by the UNION to the County Payroll Department that additional amounts are regular monthly UNION dues duly approved in accordance with the UNION's constitution and bylaws. Such form shall be in accordance with the terms of the check-off form and such form shall be treated for all purposes in the manner as the initial authorization form.
- SECTION 5 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 that deduction from the employee's next pay period in which UNION dues are normally deducted after written notification to the County Payroll Department of the error. If the County Payroll Department makes an overpayment to the UNION, the County Payroll Department will deduct that amount from the next remittance to the UNION. The UNION 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 Payroll Department under the provision of this Article.
- SECTION 6 The County Payroll Department agrees to provide this service without charge to the UNION.

ARTICLE 5

UNION BUSINESS – Bulletin Boards

- SECTION 1 The Employer shall permit Local 251 to use one bulletin board per work site for posting of Local 251 meetings and elections, reports of Local 251 committees and other notices or announcements that would be of benefit or interest to the employee.
- SECTION 2 Posted notices shall not contain anything politically discriminatory, or anything reflecting adversely upon the Employer, Local 251, or any of its employees.

Copies of the notices to be posted will be provided to the Department Head before posting by the designated Local 251 officer.

UNION BUSINESS - Representation

- SECTION 1 The Employer agrees to grant leave from duty with pay for members of the Local 251 team, not exceeding four (4) in number (no more than two (2) from any one department) to attend bargaining meetings, grievance meetings, or other meetings with the Employer when such meetings take place at a time during which members are scheduled to be on duty.
- SECTION 2 Local 251 officials not exceeding four (4) in number (no more than two (2) from any one department) shall be granted leave not exceeding ten (10) days per calendar year from duty without pay for the purpose of attending business meetings, convention, education conferences, or conducting Local 251 business. Such leave shall be granted by the Employer with forty-eight (48) hour advance notice by Local 251.
- SECTION 3 Prior authorization for the absence must be obtained from the department head, which authorization will not be unreasonably withheld.
- SECTION 4 Local 251 officials may use vacation time or accrued compensatory time for the conduct of Local 251 business.
- SECTION 5 The Union will provide a copy of the Steward List (Union Representatives, including the current representative from the AFSCME Union) to be used as contacts for Personnel.

ARTICLE 6

SAVINGS CLAUSE

SECTION 1 If any provision of this agreement is subsequently declared to be unlawful or unenforceable by any court of competent jurisdiction or by the operation of any national law or statute of the State of Nebraska, all other provision of this Agreement shall remain in full force and effect for its duration. In such event, the parties agree to negotiate and attempt to arrive at a substitute provision.

ARTICLE 7

NONDISCRIMINATION

SECTION 1 The parties hereby agree not to discriminate against employees because of race, color, religion, marital status, sex, age, disability, political affiliation or Local 251 membership.

SECTION 2 The parties hereby agree that no officers, agents, representatives, members or anyone connected with either party to this agreement 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.

SECTION 2 – COMPENSATION and HOURS OF WORK

ARTICLE 8

HOURS OF WORK AND OVERTIME

- SECTION 1** The workweek shall begin at 12:01 AM on Sunday and end at midnight on Saturday. Eight consecutive hours of work shall constitute a regular daily work shift. A regular work week consists of five consecutive eight-hour days. A work day is a twenty-four (24) hour period starting at the beginning of an employee's assigned scheduled shift. The consecutive hours of consecutive day requirement set forth herein may be waived by mutual consent between the County and the Union.
- SECTION 2** Employees required to work more than eight (8) hours per day or forty (40) hours per week shall be compensated at a rate of one and one-half (1 ½) times their normal rate of hourly pay for each hour worked in excess of eight (8) hours per day or forty (40) hours per week. Overtime must be authorized by a supervisor. Vacation, holidays and scheduled sick leave (defined as sick leave scheduled at least 24 hours prior to next scheduled shift) shall count towards overtime. Unscheduled sick leave is not included as time worked for overtime.
- SECTION 3** Employees may accrue compensatory time in lieu of paid overtime to a maximum of 240 hours. Compensatory time must be preapproved by a supervisor. All accrued but unused compensatory time will be paid upon terminating employment.
- SECTION 4** A supervisor as defined by Neb. Rev. Stat. Section 48-801 et seq and cases there under shall not do bargaining unit work. Bargaining unit work must be done by a bargaining unit member except in cases of emergency. In addition, in an overtime situation a working foreman may only perform bargaining unit work if there is no bargaining unit member available to perform that work. The County agrees to keep records showing availability of bargaining members and to provide evidence upon request by the Union that every reasonable effort has been made to obtain a bargaining member to do the bargaining unit work.
- SECTION 5** This article shall not be construed as a guarantee of hours of work.

ARTICLE 9

CALL-BACK PAY/STAND-BY PAY

SECTION 1 If an employee is called to duty during his off-duty time and such time does not coincide with his scheduled tour of duty, such employee shall be paid for the hours worked at the rate of one and one-half (1 ½) times his normal rate of pay. The employee shall be paid a minimum of three (3) hours for any overtime call-back.

SECTION 2 Employees are eligible for on-call pay when they are required to be available (on stand-by) to work during off-duty hours over and above their normal scheduled hours of work. During the designated on-call hours (determined by Department Head), employees assigned to on-call status are unrestricted in movements or location but must remain accessible by phone or pager and in a fit condition to work. On-call employees must be available when called to report to work within the time period established by the department head (usually within 30 minutes).

Employees assigned to "continual" stand-by status will be paid 3.33 hours for every 80 hours worked. If called in, employees will receive a minimum of two (2) hours pay at the rate of time and one-half (1 1/2). If called in again or called back a second time during a normal workday (after hours), the employee will be compensated for a minimum of three (3) hours at time and one-half (1 ½).

Employees will not receive on-call or standby pay (pager pay) when they are on vacation, out on sick leave/family medical leave, funeral leave or jury duty and not available to work. Employees assigned to on-call status that cannot be located, who do not respond in a timely manner, or who fail to report to work when called in will forfeit on-call pay and be subject to disciplinary action.

Provisions do not apply if work hours are immediately contiguous to scheduled hours.

ARTICLE 10

SENIORITY

SECTION 1 Seniority is hereby defined as the employee's length of continuous service in the bargaining unit without break or interruption in service.

With the exceptions listed in the following paragraphs, employees on uncompensated status of more than thirty (30) days duration shall cease to accumulate seniority. Example: Employee with a January 1 seniority date is on uncompensated status for 90 days. Employee's new seniority date is "March 2, 1980 adjusted from January 1, 1980". Lay-offs or personal leave of more than one (1) year duration shall be considered an interruption of service and the employee shall lose his or her seniority.

Absence while disabled, while receiving temporary total disability benefits under the Nebraska Worker's Compensation Act of twenty-four (24) months or less, and any absence due to serving as a Union officer or official, whether elected or appointed, shall not constitute a break or interruption in service within the meaning of this article and shall not, for the purposes of the preceding paragraph, be considered as uncompensated status. Additionally, absences while complying with the provisions of the Family and Medical Leave Act (FMLA) or the Uniformed Services Employment and Reemployment Act (USERRA) shall not constitute a break or interruption in service.

The employee's seniority date shall be that date on which the employee was hired in the bargaining unit. Where two or more employees were appointed or hired in the bargaining unit on the same date, their seniority standing shall be determined by the date and time in which they filed their application for such appointment.

SECTION 2 A list of employees arranged in order of their seniority as defined herein shall be compiled and maintained current by the County Personnel Department and made available for examination by employees. Further, the seniority list shall be revised each July 1st as a minimum and a copy of the same shall be transmitted to Local 251. A copy of the current seniority list shall be included in the contract.

SECTION 3 Seniority shall given in job bidding (as defined in Article 11), job appointments, assignment of vacations, lay-offs, rehires, and job displacements. Overtime is assigned first by job classification and then by seniority. It is understood and agreed between the parties that the foregoing language in this section is meant to favor the senior employee over the junior employee in all circumstances.

SECTION 4 Employees that terminate employment and are re-hired must begin seniority as a new employee for purposes of seniority, pay and benefits.

ARTICLE 11

JOB BIDDING

SECTION 1 Department heads shall either notify department employees or post new or vacant positions. Such notification or posting shall be at least five (5) and not more than ten (10) calendar days before the position is awarded.

Current department employees who wish to apply for the new or vacant position shall have until the published close date to apply for the new or vacant position.

If no qualified department employee bids the position, then the position shall be posted by the Personnel Department for ten (10) days for bid by other County employees or outside applicants. Fitness and ability being substantially equal, the positions will be awarded pursuant to the seniority provision of Article 10. However, such award shall be subject to a sixty (60) day probationary period, during which time the employee will be required to satisfactorily learn and perform the duties of the new position.

SECTION 2 Notwithstanding the above, new hires (persons that who did not transfer from different county departments) are entitled to a six (6) month probationary period.

ARTICLE 12

WORKING OUT OF CLASS

SECTION 1 When an employee works in a higher classification than that to which he/she has been appointed for three (3) work days within any thirty (30) day period, then, beginning the fourth (4th) day, that employee shall receive six percent (6%) additional compensation over and above that employee's present rate of pay for all hours worked in such higher classification for a period not to exceed ninety (90) days per incident. After ninety (90) days the employee will again need to work three (3) days out of class within any thirty (30) day period to receive six percent (6%) additional compensation with a ninety (90) day period/incident.

SECTION 2 If an employee operates in a higher classification for twenty (20) days then that employee shall be certified at the higher classification. The certification shall state that the employee is capable of performing the work in that classification and is knowledgeable in the safety requirements of the job.

ARTICLE 13

LAY OFFS

- SECTION 1 Whenever a reduction in the bargaining unit workforce becomes necessary, layoffs shall be made on the basis of seniority as defined in Article 10. Layoffs shall be made by classification.
- SECTION 2 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 or any lower classification.
- SECTION 3 In the event an employee becomes subject to layoff in their classification within their department, and is qualified to perform duties in a lateral or lower classification within any department, they shall be permitted to take a position in the lateral or next lower classification at that classification's rate of pay if they have the necessary skill, ability and qualifications to perform the duties of the position. Any employee in such lateral or lower classification subjected to layoff by virtue of the provision of this Section, shall be laid off in accordance with the provision of Section 1 hereof.
- SECTION 4 The names of employees who have been laid off shall be placed on a layoff list, maintained by the Personnel Department and shall be eligible for re-employment for a period of one (1) year, and the County shall rehire in reverse order of layoff; provided, such employees are otherwise qualified to perform duties of the positions and return to work within fourteen (14) calendar days after notification of re-employment and provided that the employees must notify the department head of his/her intention to return within five (5) working days after receiving Notice of Recall.
- SECTION 5 Where an employee has accepted a position in a lower classification by virtue of a reduction in workforce they shall be recalled to their former classification whenever a job becomes available in reverse order of reduction.

ARTICLE 14

CONTRACTING OUT

- SECTION 1 The employer agrees to notify the Nebraska Public Employees, Local 251 immediately in the event the Employer is considering contracting out any work performed by the bargaining unit employees.

ARTICLE 15

WAGES

SECTION 1 The parties agree wages have been negotiated for this Agreement for contract years 2009-2011, all on a group and/or an individual basis. Copies of the master contract will be retained by Sarpy County Personnel, the President of AFSCME Local 251 and individual employers. Employees may obtain salary information directly from department heads.

All bargaining unit employees covered by this agreement shall be placed on the pay plan established and marked Exhibit B. Copies of the pay plan will be retained by the Elected Officials and/or Dept. Head, the President of AFSCME Local 251, and individual employers.

The wage increases are as follows:

Contract year July 1, 2009 thru June 30, 2010 with retroactive pay back to July 1, 2009 the wage increase is 2.5%.

Contract year July 1, 2010 thru June 30, 2011 the wage increase is 2.5%.

SECTION 2 All employees will initially be placed on the step pay plan using job classifications and seniority. This agreement shall cover those job classifications listed in Exhibit A.

SECTION 3 All employees may be hired at Step 1 of the classification (pay grade) and may be advanced additional steps based on performance and ability until Step 6 is attained. Additional step increases will follow every twenty-four (24) months until the maximum step (Step 6) is attained, normally after nine (9) years. In order to receive a step increase, a satisfactory performance evaluation is necessary.

In addition, incentive step increases may be provided to an employee at the discretion of the elected official or department head. An incentive step shall be made at the employee's anniversary date and be no more than one (1) step. Justification for a step increase of more than one (1) step at a time must be provided and the step must be approved by Mutual agreement of the County and the Union.

SECTION 4 An employee who is promoted shall advance the appropriate promotional job classification and shall be placed on the pay step that guarantees a minimum of four percent (4%) pay increase. At that time a new job classification date is established for future step increases.

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 16

LONGEVITY

SECTION 1 In addition to their regular compensation full-time employees shall annually receive longevity pay based upon the total length of continuous service with the County. The amount of pay will be determined based upon the applicable anniversary date of hire.

Effective July 1, 2004, the longevity pay schedule is as follows:

Anniversary date of Years 10 thru 14	\$ 885.00
Years 15 thru 19	\$ 1,330.00
Years 20 thru 24	\$ 1,785.00
Years 25 thru 29	\$ 2,165.00
After 30 Years	\$ 2,400.00

As an example, an employee whose hire date is June 4, 1998, with no interruption in continuous service, would become eligible to receive annual longevity payments once they reach June 4, 2008. Employees are required to notify the department head at the occurrence of their anniversary dates so longevity pay can be paid. Payment is generally made with the first pay period following the employee's anniversary date.

ARTICLE 17

DISCIPLINE AND DISCHARGE

SECTION 1 No employee shall be disciplined suspended or discharged, without just cause. For purposes of this article, the provisions of the Sarpy County Policies and Procedures Manual concerning discipline, which are not inconsistent with the other terms and conditions of this agreement, shall be made in part of this agreement. Copies of all notifications of corrective action, suspension, or dismissal are to be sent to the Nebraska Public Employees, Local 251.

Disciplinary action shall remain active for progressive discipline and promotion evaluation purposes for the time periods listed below:

Counseling	6 months (1st incident) 1 yr (2nd incident)
Verbal Warning	1 Year (documented)
EAP Training/Referral	1 Year
Written Reprimand	2 Years
Suspension	2 Years
Demotion	4 Years (1st incident) - Extend 2nd incident
Termination	Permanent

In the event of a recommended termination only performance evaluations, written reprimands, suspension and demotions may be taken into consideration. All other disciplines may only be considered within the time frames listed above.

NOTE: A history of performance and/or conduct is general employee information and should not be destroyed.

ARTICLE 18

FORMAL GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1 All grievances and disputes arising from the application and interpretation of this contract shall be settled in the following manner:

Step 1. An officer or a designated representative of the Nebraska Public Employees, Local 251, shall present the grievance in writing to the department head or his designated representative within fifteen (15) working days from the date on which the employee becomes aware of their grievance. The department head or his designated representative shall respond to the grievance in writing within fifteen (15) working days from the date on which the written grievance is received.

Step 2. If satisfactory settlement is not reached under Step 1, the grievance shall be presented to the Sarpy County Personnel Department within fifteen (15) working days from the date any decision was received under Step 1. The County Personnel Department shall respond to the grievance in writing within ten (10) working days from the date on which the grievance was received.

Step 3. If satisfactory settlement is not reached under Step 2, either party may file a written request to the Personnel Board within fifteen (15) working days of the decision reached under Step 2.

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 Personnel 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.

Step 4. If satisfactory settlement is not reached under Step 3, either party may appeal to District Court. Such action must be taken and notification made to the other party within fifteen (15) working days of the decision reached under Step 3. Notification to the employer shall be made to the Sarpy County Personnel Department.

Notification to the Union shall be made to the Union President, Vice President or a designated representative.

When an employee elects to process a grievance without a Union representative, as is his or her right, the Union 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 or assisted by the Union, must be consistent with the terms of this Collective Bargaining Agreement.

Grievance forms may be obtained from either the Union or the County Personnel Department and shall be obtained or submitted only during an employee's off-duty time.

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

ARTICLE 19

SARPY COUNTY PERSONNEL BOARD

SECTION 1 The parties agree to the establishment of the Sarpy County Personnel Board to be established for the purpose of reviewing and finally deciding employees' grievances, including grievances involving disciplinary action. The Personnel Board shall consist of eight members, two of which shall be appointed by the Sarpy County Commissioners, two of which appointed by the elected department heads, two members to be appointed by the Employee Association and two members appointed by the Nebraska Public Employees Local 251. Said appointments will be pursuant to rules and procedures established by agreement of the parties.

The Personnel Board shall have the authority to establish rules and regulations regarding its procedures which are not inconsistent with the terms and conditions of this Agreement.

SECTION 2 For the purpose of hearing procedures, those Personnel Board Members appointed by the County Commissioners, Elected Department Heads and Nebraska Public Employees Local 251 will review and decide employees' grievances, including grievances involving disciplinary action.

ARTICLE 20

DRUG TESTING POLICY

The County will follow and hold employees accountable to all State and Federal guidelines for the CDL Drug/Alcohol Testing Policy. See Sarpy County Policies and Procedures Manual for Drug Free Workplace and Drug Enforcement policies.

SECTION 4 – EMPLOYMENT BENEFITS

ARTICLE 21 - LEAVE TIME

HOLIDAYS

SECTION 1 In addition to any other days that may be designated by the employer, the following are paid holidays for all employees:

- | | |
|--------------------------------|--------------------------------------|
| 1. New Years' Day | January 1 |
| 2. Martin Luther King Day | 3 rd Monday in January |
| 3. President's Day | 3 rd Monday in February |
| 4. Memorial Day | Last Monday in May |
| 5. Independence Day | July 4 |
| 6. Labor Day | First Monday in September |
| 7. Columbus Day | Second Monday in October |
| 8. Veteran's Day | November 11 |
| 9. Thanksgiving Day | 4 th Thursday in November |
| 10. Day after Thanksgiving Day | 4 th Friday in November |
| 11. Christmas Day | December 25 |
| 12. Floating Holiday | |

SECTION 2 All employees shall be compensated at their normal rate of pay for each holiday. If the employee is required to work any of the aforementioned holidays, or the day observed as that holiday, the employee shall be paid one and one-half (1 ½) times the hourly rate of pay for each hour worked in addition to the holiday pay.

SECTION 3 When a holiday occurs during an employee's regularly scheduled day off or during such employee's vacation, the employee at his/her option shall receive either pay or extended leave time.

SECTION 4 A holiday, for time worked, shall be defined as twenty-four (24) hours, commencing at 12:00 a.m. midnight and ending the following 12:00 a.m. midnight.

SECTION 5 One (1) floating holiday shall be provided to each employee per calendar year upon their request. The requested day shall not unreasonably be denied by the employee's supervisor. Should the employee not be allowed to take a requested floating holiday prior to December 31st they shall be paid for eight (8) hours holiday pay at one and one-half (1 ½) times. The employee must request the floating holiday during the calendar year. It cannot be carried over from one calendar year to the next. This section shall be effective 1/01/95.

ARTICLE 22

VACATION

SECTION 1 The Employer shall compensate full time Employees with up to 340 hours of vacation time computed as follows:

0-5 years	80 hours vacation
6-10 years	120 hours vacation
11 years	128 hours vacation
12 years	136 hours vacation
13 years	144 hours vacation
14 years	152 hours vacation
15 years	168 hours vacation
20 years	180 hours vacation
21 and over	192 hours vacation

Vacation may be taken at any time during the year with the consent of the department head, which consent shall not be unreasonably withheld.

SECTION 2 Vacation may be taken at a minimum of one half (1/2) hour and a maximum of the total vacation accumulated.

SECTION 3 Employees may only accumulate a maximum of 340 hours of vacation leave. If the maximum is reached, there will be no additional accrual of vacation leave until the employee's balance drops below the maximum. The provisions of this Article 22, Section 3 shall be implemented on January 1, 2011.

SECTION 4 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.

SECTION 5 Upon successful completion of the six (6) month probationary period, a new employee shall receive forty (40) hours vacation. Employees who resign or otherwise do not successfully complete their probationary period shall not be eligible for any vacation benefits.

SECTION 6 Employees on an unpaid leave of absence will not earn vacation benefits until they return to service.

ARTICLE 23

SICK LEAVE

Definition 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.

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 5.539 hours per payroll period (144 hours per year – 18 days per year).
2. Eight hundred and thirty two (832) hours of sick leave may be accumulated.

Sick leave shall not be accrued by emergency or temporary employees.

General Procedure

Sick leave will be considered for a nonwork-related bona-fide illness or injury. An "ABSENCE FROM OFFICE SLIP" will need to be completed for any time being utilized. 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 employees attendance is required. Only forty (40) 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 a minimum of one half (1/2) hour increments. 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 supervisor as early as possible, except in an obvious emergency. During

absence due to illness, the employee must notify his/her 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 in excess of three (3) consecutive work days must submit a physician's certificate in order to receive sick pay, unless waived by the department head or elected official. The cost, if any, of the certificate shall be paid by the employee. For a lesser period of absence, the department head or elected official may at his or her discretion require evidence of illness from a physician for other reasons, as defined by this section. If the department head or elected official requires an employee to produce evidence from a physician for a period of absence of less than three (3) consecutive days, and that employee chooses to grieve the employer's action to the Sarpy County Personnel Board, it shall be the department head or elected official's burden to demonstrate sufficient justification or other such rationale for requiring such evidence from a physician.

Sick leave shall not be used as vacation leave. Upon written request, vacation pay may be used to continue compensation during illness when all sick pay has been exhausted.

SECTION 1 For employees with less than ten (10) years of service upon separation of service (retirement, resignation, dismissal (except for disciplinary cause), or death), such employee or his/her beneficiaries shall be paid one-fourth ($\frac{1}{4}$) of his or her accumulated sick leave up to a maximum of two hundred eight (208) hours.

For employees with ten (10) or more years of service upon separation of service (retirement, resignation, dismissal (except for disciplinary cause) or death), an employee or his/her beneficiaries shall be paid one-half ($\frac{1}{2}$) of his/her accumulated sick leave up to a maximum of four hundred sixteen (416) hours.

Under either 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.

SECTION 2 Any employee, at his/her option, who has accumulated eight hundred (800) hours of sick leave may convert each two (2) hours of sick leave, up to a maximum of one hundred sixty (160) hours of sick leave, to one (1) hour of vacation or regular pay only one (1) time per contract year.

ARTICLE 24

ADDITIONAL LEAVE (Funeral, Court/Jury, Military)

SECTION 1 Funeral Leave – Funeral leave up to five (5) days will be granted to employees for the attendance 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) days will be granted to employees for the attendance at the funeral of the following family member group: father, mother, sister, brothers, grandmother, grandfather, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law.

Funeral leave of one (1) day will be granted to employees for the attendance at the funeral of the following family group: aunt, uncle, and the following in-laws; grandfather, grandmother, sister and brother.

In addition, at the discretion of the department head, one (1) additional day of funeral leave may be granted for those relatives in the third group.

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.

SECTION 2 Court/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 regularly scheduled duty shift with the employer, he shall receive his regular pay from the employer during such service. The employee may also be required to furnish proof of said service. The employees shall be required to turn over to the employer any compensation received for such jury duty or election service. Employees that serve in Sarpy County shall sign a waiver of payment for jury duty or election service. Employees that have been released from jury duty while their normal workday has not been completed should return to work and notify their supervisor that they are available for work.

SECTION 3 See details on Military Leave in the Policies and Procedures Manual and Family Medical Leave as addressed in the Policies and Procedures Manual.

ARTICLE 25

INSURANCE

- SECTION 1 All employees working a minimum of thirty (30) hours a week may participate in the County's health insurance program by meeting the established requirements as determined by the County. The employer shall pay eighty-three percent (83%) of the monthly premium for employee/spouse, employee/family and employee/children coverage and pay ninety percent (90%) of the monthly premium for single coverage.
- SECTION 2 All employees working a minimum of thirty (30) hours a week may participate in the County's dental insurance program by meeting the established requirements as determined by the County. The employee portion of the monthly premium shall be nineteen dollars (\$19) for family coverage and there will be no charge for single coverage. The employer shall pay the remaining amount of the premium.
- SECTION 3 The County shall provide fully paid term-life insurance coverage, in the minimum amount of thirty thousand dollars (\$30,000.00), for each employee working a minimum of thirty (30) hours a week.
- SECTION 4 The County shall provide fully paid long-term disability insurance coverage for each employee who works a minimum of thirty (30) hours a week and has completed one (1) year continuous service.
- SECTION 5 In the event it becomes necessary to change insurance carriers or coverage's, the County and the Union representatives shall meet to discuss alternative ways to maintain the level of benefits substantially equal what is currently in effect. The County Board maintains the right to change insurance carriers and/or coverage. The County will notify the Union of their meetings regarding insurance prior to making any changes.
- SECTION 6 Effective July 1, 2000, employees who retire with a minimum of fifteen (15) years of service and are at least sixty-two (62) 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.

Eligible employees must be enrolled in the County's health Insurance program prior to retirement. The County will pay 75% of the premium for those electing single coverage, 65% of the premium for those electing employee/spouse and 50% of the premium for family coverage.

ARTICLE 26

EDUCATIONAL REIMBURSEMENT

SECTION 1 All full-time, non-probationary employees shall be eligible for education reimbursement of job related courses at 50% of the cost of tuition, books and fees up to a maximum of \$1,000 per fiscal year. Employees must successfully complete the course with a grade "C" from an accredited college, university, community college, or trade school shall receive education reimbursement of job related courses. Employees who successfully complete the course with a grade of "B" or higher (as stated above) shall receive 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.

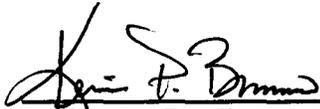
Notwithstanding the above, the other provisions of the Sarpy County Policies and Procedures Manual regarding educational reimbursement apply.

ARTICLE 27

DURATION OF AGREEMENT AND REOPENER

SECTION 1 This Agreement shall take effect upon the ratification of the membership of the Nebraska Public Employees, Local 251, and the Sarpy County Board and Sarpy County Surveyor and shall remain in effect from and after July 1, 2009 through June 30, 2011 and thereafter for successive one year periods, unless one of parties thereto on or before May 1, 2011 shall notify the other party thereto in writing of its desire to modify same. Written notification shall be accomplished by written notice to the President of Nebraska Public Employees, Local 251, and the Sarpy County Administrator.

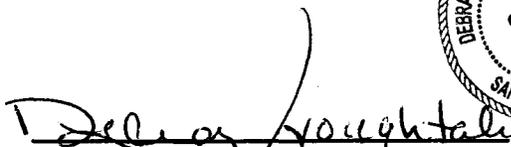
IN WITNESS WHEREOF the parties hereto have set their hand this 20th day of July, 2010.



Nebraska Public Employees
Local 251

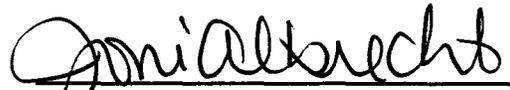


Sarpy County Surveyor



Sarpy County Clerk





Sarpy County Board Chair 7/13/2010

Approved as to form.



County Attorney

Exhibit A: AFSCME Local 251

Job Class
Building Mech Foreman
Building & Grounds Foreman
Building Technician
Building Mechanic I
Building Maint. Repair II
Building Maint. Repair I
Construction Inspector
Survey Tech I
Inventory Technician
Lead Operator
Heavy Equip Oper III
Heavy Equip Oper II
Heavy Equip Oper I
Skilled Laborer

Job Class
Laborer
Custodial Foreman
Lead Custodian
Custodian
Lead Mechanic
Diesel Mechanic
Auto Mechanic II
Auto Mechanic I
Gatekeeper
Admin Asst III
Admin Asst II
Admin Asst I
Clerk Typist III

**Exhibit B: AFSCME Local 251 Salary Schedule:
2010 thru 2011 Fiscal Year**

	Job Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2009-2010	Bldng Mech Foreman	2.50%	\$ 17.570	\$ 18.827	\$ 20.083	\$ 21.338	\$ 22.819	\$ 23.852
			\$ 36,544.67	\$ 39,159.59	\$ 41,772.04	\$ 44,382.02	\$ 47,464.07	\$ 49,611.87
2010-2011	Bldng Mech Foreman	2.50%	\$ 18.009	\$ 19.297	\$ 20.585	\$ 21.871	\$ 23.390	\$ 24.448
			\$ 37,458.29	\$ 40,138.58	\$ 42,816.34	\$ 45,491.57	\$ 48,650.68	\$ 50,852.17
2009-2010	Bldg & Grnds Foreman	2.50%	\$ 16.478	\$ 17.734	\$ 18.990	\$ 20.246	\$ 21.500	\$ 22.756
			\$ 34,273.29	\$ 36,885.75	\$ 39,498.20	\$ 42,110.65	\$ 44,720.63	\$ 47,333.08
2010-2011	Bldg & Grnds Foreman	2.50%	\$ 16.889	\$ 18.177	\$ 19.464	\$ 20.752	\$ 22.038	\$ 23.325
			\$ 35,130.13	\$ 37,807.89	\$ 40,485.65	\$ 43,163.42	\$ 45,838.65	\$ 48,516.41
2009-2010	Building Technician	2.50%	\$ 15.572	\$ 16.807	\$ 18.042	\$ 19.277	\$ 20.514	\$ 21.749
			\$ 32,389.96	\$ 34,957.92	\$ 37,528.35	\$ 40,096.32	\$ 42,669.22	\$ 45,237.19
2010-2011	Building Technician	2.50%	\$ 15.961	\$ 17.227	\$ 18.494	\$ 19.759	\$ 21.027	\$ 22.292
			\$ 33,199.70	\$ 35,831.87	\$ 38,466.56	\$ 41,098.73	\$ 43,735.96	\$ 46,368.12
2009-2010	Building Mechanic I	2.50%	\$ 14.619	\$ 15.665	\$ 16.712	\$ 17.758	\$ 18.805	\$ 19.852
			\$ 30,407.75	\$ 32,582.74	\$ 34,760.19	\$ 36,937.65	\$ 39,115.10	\$ 41,292.56
2010-2011	Building Mechanic I	2.50%	\$ 14.985	\$ 16.056	\$ 17.129	\$ 18.202	\$ 19.275	\$ 20.348
			\$ 31,167.95	\$ 33,397.31	\$ 35,629.20	\$ 37,861.09	\$ 40,092.98	\$ 42,324.87
2009-2010	Bldng Maint. Repair II	2.50%	\$ 14.510	\$ 15.198	\$ 15.891	\$ 16.581	\$ 17.269	\$ 17.963
			\$ 30,180.37	\$ 31,611.41	\$ 33,052.34	\$ 34,488.32	\$ 35,919.36	\$ 37,362.76
2010-2011	Bldng Maint. Repair II	2.50%	\$ 14.873	\$ 15.578	\$ 16.288	\$ 16.995	\$ 17.701	\$ 18.412
			\$ 30,934.88	\$ 32,401.70	\$ 33,878.65	\$ 35,350.53	\$ 36,817.34	\$ 38,296.83
2009-2010	Bldng Maint. Repair I	2.50%	\$ 12.884	\$ 13.501	\$ 14.115	\$ 14.733	\$ 15.346	\$ 15.962
			\$ 26,799.26	\$ 28,082.00	\$ 29,359.81	\$ 30,645.03	\$ 31,920.36	\$ 33,200.63
2010-2011	Bldng Maint. Repair I	2.50%	\$ 13.206	\$ 13.838	\$ 14.468	\$ 15.102	\$ 15.730	\$ 16.361
			\$ 27,469.24	\$ 28,784.05	\$ 30,093.80	\$ 31,411.15	\$ 32,718.37	\$ 34,030.65

**Exhibit B: AFSCME Local 251 Salary Schedule:
2010 thru 2011 Fiscal Year**

	Job Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2009-2010	Construction Inspector	2.50%	\$ 15.415	\$ 16.498	\$ 17.598	\$ 18.700	\$ 19.799	\$ 20.899
			\$ 32,063.71	\$ 34,315.31	\$ 36,603.99	\$ 38,895.13	\$ 41,181.34	\$ 43,470.01
2010-2011	Construction Inspector	2.50%	\$ 15.801	\$ 16.910	\$ 18.038	\$ 19.167	\$ 20.294	\$ 21.422
			\$ 32,865.30	\$ 35,173.19	\$ 37,519.09	\$ 39,867.51	\$ 42,210.87	\$ 44,556.76
2009-2010	Survey Tech I	2.50%	\$ 14.551	\$ 15.592	\$ 16.633	\$ 17.676	\$ 18.714	\$ 19.760
			\$ 30,266.87	\$ 32,431.97	\$ 34,597.07	\$ 36,767.11	\$ 38,924.79	\$ 41,099.78
2010-2011	Survey Tech I	2.50%	\$ 14.915	\$ 15.982	\$ 17.049	\$ 18.118	\$ 19.182	\$ 20.253
			\$ 31,023.55	\$ 33,242.77	\$ 35,462.00	\$ 37,686.29	\$ 39,897.91	\$ 42,127.27
2009-2010	Inventory Technician	2.50%	\$ 17.133	\$ 17.517	\$ 17.901	\$ 18.286	\$ 18.669	\$ 19.057
			\$ 35,637.60	\$ 36,435.92	\$ 37,234.24	\$ 38,035.03	\$ 38,830.87	\$ 39,639.08
2010-2011	Inventory Technician	2.50%	\$ 17.562	\$ 17.955	\$ 18.349	\$ 18.743	\$ 19.135	\$ 19.534
			\$ 36,528.54	\$ 37,346.82	\$ 38,165.09	\$ 38,985.90	\$ 39,801.64	\$ 40,630.05
2009-2010	Lead Operator	2.50%	\$ 21.027	\$ 21.578	\$ 22.104	\$ 22.629	\$ 23.153	\$ 23.678
			\$ 43,736.94	\$ 44,881.28	\$ 45,976.19	\$ 47,068.62	\$ 48,158.59	\$ 49,251.02
2010-2011	Lead Operator	2.50%	\$ 21.553	\$ 22.117	\$ 22.657	\$ 23.195	\$ 23.732	\$ 24.270
			\$ 44,830.37	\$ 46,003.31	\$ 47,125.59	\$ 48,245.34	\$ 49,362.55	\$ 50,482.30
2009-2010	Heavy Equip Oper. III	2.50%	\$ 18.867	\$ 19.332	\$ 19.798	\$ 20.265	\$ 20.729	\$ 21.195
			\$ 39,243.63	\$ 40,210.01	\$ 41,178.87	\$ 42,150.19	\$ 43,116.58	\$ 44,085.44
2010-2011	Heavy Equip Oper. III	2.50%	\$ 19.339	\$ 19.815	\$ 20.292	\$ 20.771	\$ 21.247	\$ 21.725
			\$ 40,224.72	\$ 41,215.26	\$ 42,208.34	\$ 43,203.95	\$ 44,194.49	\$ 45,187.57
2009-2010	Heavy Equip Oper. II	2.50%	\$ 17.461	\$ 17.955	\$ 18.449	\$ 18.943	\$ 19.435	\$ 19.928
			\$ 36,319.76	\$ 37,345.46	\$ 38,373.63	\$ 39,401.81	\$ 40,425.04	\$ 41,450.74
2010-2011	Heavy Equip Oper. II	2.00%	\$ 17.898	\$ 18.403	\$ 18.910	\$ 19.417	\$ 19.921	\$ 20.426
			\$ 37,227.75	\$ 38,279.09	\$ 39,332.97	\$ 40,386.85	\$ 41,435.66	\$ 42,487.01

**Exhibit B: AFSCME Local 251 Salary Schedule:
2010 thru 2011 Fiscal Year**

	Job Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2009-2010	Heavy Equip Oper. I	2.50%	\$ 17.133	\$ 17.517	\$ 17.901	\$ 18.286	\$ 18.669	\$ 19.057
			\$ 35,637.60	\$ 36,435.92	\$ 37,234.24	\$ 38,035.03	\$ 38,830.87	\$ 39,639.08
2010-2011	Heavy Equip Oper. I	2.50%	\$ 17.562	\$ 17.955	\$ 18.349	\$ 18.743	\$ 19.135	\$ 19.534
			\$ 36,528.54	\$ 37,346.82	\$ 38,165.09	\$ 38,985.90	\$ 39,801.64	\$ 40,630.05
2009-2010	Skilled Laborer	2.50%	\$ 15.321	\$ 15.818	\$ 16.315	\$ 16.813	\$ 17.309	\$ 17.805
			\$ 31,868.45	\$ 32,901.57	\$ 33,934.69	\$ 34,970.28	\$ 36,003.39	\$ 37,034.04
2010-2011	Skilled Laborer	2.50%	\$ 15.704	\$ 16.214	\$ 16.723	\$ 17.233	\$ 17.742	\$ 18.250
			\$ 32,665.16	\$ 33,724.11	\$ 34,783.06	\$ 35,844.53	\$ 36,903.48	\$ 37,959.89
2009-2010	Laborer	2.50%	\$ 14.056	\$ 14.513	\$ 14.966	\$ 15.396	\$ 15.881	\$ 16.337
			\$ 29,236.23	\$ 30,187.78	\$ 31,129.45	\$ 32,024.16	\$ 33,032.56	\$ 33,981.65
2010-2011	Laborer	2.50%	\$ 14.407	\$ 14.876	\$ 15.340	\$ 15.781	\$ 16.278	\$ 16.746
			\$ 29,967.13	\$ 30,942.48	\$ 31,907.69	\$ 32,824.77	\$ 33,858.38	\$ 34,831.19
2009-2010	Custodial Foreman	2.50%	\$ 13.230	\$ 13.935	\$ 14.598	\$ 15.346	\$ 16.052	\$ 16.759
			\$ 27,518.49	\$ 28,984.13	\$ 30,363.27	\$ 31,920.36	\$ 33,388.47	\$ 34,859.06
2010-2011	Custodial Foreman	2.50%	\$ 13.561	\$ 14.283	\$ 14.963	\$ 15.730	\$ 16.453	\$ 17.178
			\$ 28,206.45	\$ 29,708.73	\$ 31,122.35	\$ 32,718.37	\$ 34,223.18	\$ 35,730.53
2009-2010	Lead Custodian	2.50%	\$ 12.137	\$ 12.786	\$ 13.436	\$ 14.084	\$ 14.733	\$ 15.383
			\$ 25,244.64	\$ 26,594.12	\$ 27,946.07	\$ 29,295.55	\$ 30,645.03	\$ 31,996.98
2010-2011	Lead Custodian	2.50%	\$ 12.440	\$ 13.105	\$ 13.772	\$ 14.437	\$ 15.102	\$ 15.768
			\$ 25,875.76	\$ 27,258.97	\$ 28,644.72	\$ 30,027.94	\$ 31,411.15	\$ 32,796.90
2009-2010	Custodian	2.50%	\$ 11.322	\$ 11.929	\$ 12.533	\$ 13.141	\$ 13.748	\$ 14.352
			\$ 23,549.14	\$ 24,812.11	\$ 26,067.67	\$ 27,333.12	\$ 28,596.09	\$ 29,851.65
2010-2011	Custodian	2.50%	\$ 11.605	\$ 12.227	\$ 12.846	\$ 13.469	\$ 14.092	\$ 14.711
			\$ 24,137.87	\$ 25,432.42	\$ 26,719.37	\$ 28,016.45	\$ 29,310.99	\$ 30,597.94

**Exhibit B: AFSCME Local 251 Salary Schedule:
2010 thru 2011 Fiscal Year**

	Job Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2009-2010	Lead Mechanic	2.50%	\$ 21.027	\$ 21.578	\$ 22.104	\$ 22.629	\$ 23.153	\$ 23.678
			\$ 43,736.94	\$ 44,881.28	\$ 45,976.19	\$ 47,068.62	\$ 48,158.59	\$ 49,251.02
2010-2011	Lead Mechanic	2.50%	\$ 21.553	\$ 22.117	\$ 22.657	\$ 23.195	\$ 23.732	\$ 24.270
			\$ 44,830.37	\$ 46,003.31	\$ 47,125.59	\$ 48,245.34	\$ 49,362.55	\$ 50,482.30
2009-2010	Diesel Mechanic	2.50%	\$ 18.398	\$ 19.088	\$ 19.780	\$ 20.469	\$ 21.159	\$ 21.851
			\$ 38,267.35	\$ 39,703.34	\$ 41,141.79	\$ 42,575.30	\$ 44,011.29	\$ 45,449.74
2010-2011	Diesel Mechanic	2.50%	\$ 18.858	\$ 19.565	\$ 20.274	\$ 20.981	\$ 21.688	\$ 22.397
			\$ 39,224.04	\$ 40,695.92	\$ 42,170.34	\$ 43,639.69	\$ 45,111.57	\$ 46,585.99
2009-2010	Auto Mechanic II	2.50%	\$ 17.335	\$ 17.985	\$ 18.635	\$ 19.285	\$ 19.933	\$ 20.584
			\$ 36,057.77	\$ 37,409.72	\$ 38,761.67	\$ 40,113.62	\$ 41,460.63	\$ 42,815.05
2010-2011	Auto Mechanic II	2.50%	\$ 17.769	\$ 18.435	\$ 19.101	\$ 19.768	\$ 20.431	\$ 21.099
			\$ 36,959.21	\$ 38,344.96	\$ 39,730.71	\$ 41,116.46	\$ 42,497.14	\$ 43,885.42
2009-2010	Auto Mechanic I	2.50%	\$ 16.476	\$ 17.092	\$ 17.707	\$ 18.323	\$ 18.940	\$ 19.555
			\$ 34,270.82	\$ 35,551.10	\$ 36,831.37	\$ 38,111.65	\$ 39,394.39	\$ 40,674.67
2010-2011	Auto Mechanic I	2.50%	\$ 16.888	\$ 17.519	\$ 18.150	\$ 18.781	\$ 19.413	\$ 20.044
			\$ 35,127.59	\$ 36,439.87	\$ 37,752.16	\$ 39,064.44	\$ 40,379.25	\$ 41,691.53
2009-2010	Gatekeeper	2.50%	\$ 14.056	\$ 14.512	\$ 14.967	\$ 15.396	\$ 15.881	\$ 16.337
			\$ 29,236.23	\$ 30,185.31	\$ 31,131.93	\$ 32,024.16	\$ 33,032.56	\$ 33,981.65
2010-2011	Gatekeeper	2.50%	\$ 14.407	\$ 14.875	\$ 15.341	\$ 15.781	\$ 16.278	\$ 16.746
			\$ 29,967.13	\$ 30,939.95	\$ 31,910.22	\$ 32,824.77	\$ 33,858.38	\$ 34,831.19
2009-2010	Admin Asst. III	2.50%	\$ 14.692	\$ 15.721	\$ 16.747	\$ 17.776	\$ 18.803	\$ 19.831
			\$ 30,558.52	\$ 32,698.90	\$ 34,834.34	\$ 36,974.72	\$ 39,110.16	\$ 41,248.07
2010-2011	Admin Asst. III	2.50%	\$ 15.059	\$ 16.114	\$ 17.166	\$ 18.221	\$ 19.273	\$ 20.327
			\$ 31,322.48	\$ 33,516.37	\$ 35,705.20	\$ 37,899.09	\$ 40,087.91	\$ 42,279.27

**Exhibit B: AFSCME Local 251 Salary Schedule:
2010 thru 2011 Fiscal Year**

	Job Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2009-2010	Admin Asst II	2.50%	\$ 13.806	\$ 14.455	\$ 15.409	\$ 16.366	\$ 17.321	\$ 18.278
			\$ 28,717.20	\$ 30,066.68	\$ 32,051.35	\$ 34,040.97	\$ 36,028.11	\$ 38,017.73
2010-2011	Admin Asst II	2.50%	\$ 14.152	\$ 14.817	\$ 15.795	\$ 16.775	\$ 17.754	\$ 18.735
			\$ 29,435.13	\$ 30,818.34	\$ 32,852.63	\$ 34,891.99	\$ 36,928.81	\$ 38,968.17
2009-2010	Admin Asst. I	2.50%	\$ 13.499	\$ 14.342	\$ 14.879	\$ 15.433	\$ 15.955	\$ 16.492
			\$ 28,077.06	\$ 29,831.88	\$ 30,949.03	\$ 32,100.78	\$ 33,185.80	\$ 34,302.95
2010-2011	Admin Asst. I	2.50%	\$ 13.836	\$ 14.701	\$ 15.251	\$ 15.819	\$ 16.354	\$ 16.904
			\$ 28,778.99	\$ 30,577.67	\$ 31,722.75	\$ 32,903.30	\$ 34,015.45	\$ 35,160.53
2009-2010	Clerk Typist III	2.50%	\$ 12.508	\$ 13.393	\$ 14.277	\$ 15.163	\$ 16.047	\$ 16.933
			\$ 26,015.77	\$ 27,857.09	\$ 29,695.94	\$ 31,539.73	\$ 33,378.58	\$ 35,219.91
2010-2011	Clerk Typist III	2.50%	\$ 12.820	\$ 13.728	\$ 14.634	\$ 15.542	\$ 16.449	\$ 17.356
			\$ 26,666.16	\$ 28,553.52	\$ 30,438.34	\$ 32,328.23	\$ 34,213.05	\$ 36,100.40

**Local 251 Seniority List:
July 1, 2010**

Union Description	Home Department Desc	Last Name First Name	Job Title	Years Of Service
AFSCME	Buildings & Grounds	Doiel, Terry J.	Custodian	00yrs 02mo
AFSCME	Jail Maintenance	Coultas, Harry D.	Build.Mech.I	00yrs 02mo
AFSCME	Jail Maintenance	Kotrous, Timothy R.	Build.Mech.I	00yrs 02mo
AFSCME	Buildings & Grounds	Robinson, Lorrie	Custodian	00yrs 03mo
AFSCME	Landfill	Knight, Stuart D.	Hvy.Equip.Oper.I	00yrs 05mo
AFSCME	Bridge & Road Maintenance	Braesch III, Bill H.	Skilled Laborer	00yrs 07mo
AFSCME	Buildings & Grounds	Egert, Christopher A.	Building Technician	00yrs 11mo
AFSCME	Landfill	Grunke Jr., William S	Laborer	01yrs 00mo
AFSCME	Buildings & Grounds	Haywood, Eva L.	Admin.Asst.II	01yrs 01mo
AFSCME	Bridge & Road Maintenance	Burbee, Jason R.	Skilled Laborer	01yrs 07mo
AFSCME	Bridge & Road Maintenance	Hartman Jr., Fred B.	Hvy.Equip.Oper.I	01yrs 07mo
AFSCME	Veterans Service	Jondle, Marnita L.	Veterans Service Technician	01yrs 07mo
AFSCME	Buildings & Grounds	Ruffcorn, Russell D.	Custodian	01yrs 08mo
AFSCME	Buildings & Grounds	Valdez, Lance D.	Custodian	01yrs 08mo
AFSCME	Landfill	Nieto, Daniel A.	Gatekeeper	01yrs 10mo
AFSCME	Jail Maintenance	Koffi, Edoh	Custodian	01yrs 11mo
AFSCME	Buildings & Grounds	Hoth, Larry H.	Build.Mech.I	02yrs 01mo
AFSCME	Fleet Services	Haack, Russell L.	Diesel Mech/FabWelder	02yrs 03mo
AFSCME	Buildings & Grounds	Mitchell, Christopher A.	Build.Maint.Repair.I	02yrs 08mo
AFSCME	Community Service	Makousky, Denise M.	Asst.Comm.Service.Coord	02yrs 08mo
AFSCME	Bridge & Road Maintenance	Giese, Richard W.	Laborer	02yrs 09mo
AFSCME	Bridge & Road Maintenance	McCoy, Eric J	Skilled Laborer	03yrs 03mo
AFSCME	Bridge & Road Maintenance	Penke, Jason R	Skilled Laborer	03yrs 03mo
AFSCME	Landfill	Mimick, Paul A	Hvy.Equip.Oper.II	03yrs 08mo
AFSCME	Bridge & Road Maintenance	McLaughlin, Jeremy D	Hvy.Equip.Oper.I	03yrs 09mo
AFSCME	Buildings & Grounds	McEneaney, Dennis A	Building Technician	03yrs 09mo
AFSCME	Bridge & Road Maintenance	Becker, Brian L	Construction.Inspect	03yrs 11mo
AFSCME	Community Service	Homme, Michelle A	Comm.Program.Coord	03yrs 11mo
AFSCME	Jjc Maintenance	Bergquist, Nora R	Custodian	03yrs 11mo
AFSCME	Fleet Services	Swanson, Linda R	Admin.Asst.II	04yrs 03mo
AFSCME	Bridge & Road Maintenance	Adams, Don A	Hvy.Equip.Oper.I	04yrs 06mo
AFSCME	Bridge & Road Maintenance	Tedder, Joshua D	Hvy.Equip.Oper.I	04yrs 06mo
AFSCME	Fleet Services	Ostronic, George L	Auto.Mech.I	04yrs 08mo
AFSCME	Bridge & Road Maintenance	Inserra III, Sam	Hvy.Equip.Oper.I	04yrs 09mo
AFSCME	Planning (& Building Inspections)	Baker, Mark Shane	Building.Inspector	06yrs 01mo
AFSCME	Landfill	Sloane, Lorie K	Hvy.Equip.Oper.II	06yrs 04mo

**Local 251 Seniority List:
July 1, 2010**

Union Description	Home Department Desc	Last Name First Name	Job Title	Years Of Service
AFSCME	Buildings & Grounds	Davis, Kristi	Custodian	06yrs 05mo
AFSCME	Bridge & Road Maintenance	Martin, James E	Operator II/Welder	07yrs 07mo
AFSCME	Bridge & Road Maintenance	Bryant, Nicholas L	Hvy.Equip.Oper.I	07yrs 09mo
AFSCME	Casa	Nikodym, Frances K	Admin.Assist.I	08yrs 02mo
AFSCME	Buildings & Grounds	Larsen, Ronald R	Build.Maint.Repair.I	08yrs 09mo
AFSCME	Bridge & Road Maintenance	Brauckmuller, Thomas E	Hvy Eq Op III/Crane Operator	09yrs 01mo
AFSCME	Bridge & Road Maintenance	Gloe, Todd A	Hvy.Equip.Oper.II	09yrs 02mo
AFSCME	Bridge & Road Maintenance	Bryant, Travis J	Hvy.Equip.Oper.I	09yrs 08mo
AFSCME	Landfill	Heisner, Brian T	Hvy.Equip.Oper.II	10yrs 03mo
AFSCME	Bridge & Road Maintenance	Haynie, Kenneth J	Hvy.Equip.Oper.II	10yrs 07mo
AFSCME	Bridge & Road Maintenance	Tex Jr, Ronald D	Hvy.Equip.Oper.III	10yrs 09mo
AFSCME	Bridge & Road Maintenance	Twiford, Terry L	Survey.Tech.I	10yrs 09mo
AFSCME	Bridge & Road Maintenance	Bazar, Timothy J	Hvy.Equip.Oper.I	11yrs 06mo
AFSCME	Fleet Services	Bryant, Joseph W	Diesel.Mech	11yrs 07mo
AFSCME	Planning (& Building Inspections)	Gilbert, Cynthia L	Admin.Asst.III	12yrs 07mo
AFSCME	Fleet Services	Heisner, Jeffrey A	Diesel.Mech	13yrs 03mo
AFSCME	Buildings & Grounds	Jolly, Thelma J	Custodial.Foreman	13yrs 11mo
AFSCME	Fleet Services	Masonbrink, David	Inventory.Tech	14yrs 00mo
AFSCME	Bridge & Road Maintenance	Krapp, Chris C	Hvy.Equip.Oper.III	15yrs 05mo
AFSCME	Bridge & Road Maintenance	Shook, Judith A	Admin.Asst.II	16yrs 09mo
AFSCME	Bridge & Road Maintenance	Giese, Robert H	Hvy.Equip.Oper.III	17yrs 01mo
AFSCME	Bridge & Road Maintenance	Lang, Michael R	Survey.Tech.I	17yrs 02mo
AFSCME	Landfill	Pribyl, S Mike	Hvy.Equip.Oper.I	17yrs 02mo
AFSCME	Bridge & Road Maintenance	Callahan, James M	Hvy.Equip.Oper.I	21yrs 02mo
AFSCME	Fleet Services	Burbee, Robert	Auto.Mech.II	21yrs 02mo
AFSCME	Bridge & Road Maintenance	Fornoff, Ray W	Hvy.Equip.Oper.II	22yrs 06mo
AFSCME	Bridge & Road Maintenance	Heisner Jr, Albert M	Hvy.Equip.Oper.III	25yrs 05mo
AFSCME	Bridge & Road Maintenance	Meisinger, David L	Hvy.Equip.Oper.II	25yrs 08mo
AFSCME	Bridge & Road Maintenance	Krzycki, Keith E	Hvy.Equip.Oper.III	27yrs 00mo
AFSCME	Buildings & Grounds	Katusin, James E	Build.Mech.Foreman	27yrs 11mo
AFSCME	Bridge & Road Maintenance	Lewis, James C	Hvy.Equip.Oper.III	30yrs 03mo
AFSCME	Buildings & Grounds	Matulka, Diane M	Lead.Custodian	31yrs 02mo
AFSCME	Buildings & Grounds	Knott, Terry L	Grounds.Keep.Foreman	33yrs 10mo
AFSCME	Landfill	Morrissey, William L	Gatekeeper	34yrs 00mo
AFSCME	Bridge & Road Maintenance	Brazeal, Daniel	Hvy.Equip.Oper.III	34yrs 08mo
AFSCME	Landfill	Vargas, Larry H	Hvy.Equip.Oper.II	34yrs 10mo
AFSCME	Landfill	Haynie, Jess L	Hvy.Equip.Oper.II	39yrs 11mo

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

July 13, 2010

TO: Sarpy County Board of Commissioners

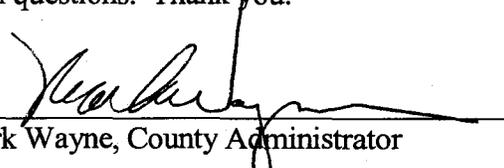
FROM: Mark Wayne, County Administrator
Scott Bovick, Deputy County Administrator

RE: Resolution to Approve Contract with Local 251 AFSCME

After lengthy negotiations, all parties have come to agreement on a two-year contract for employees covered under the Local 251 AFSCME bargaining unit. The agreement consists of a 2.5% across the board wage increase for 2009-2010 and a 2.5% across the board wage increase for 2010-2011 and was approved by the Local 251 membership and Sarpy County Surveyor Tom Lynam. The County was successful in securing several language changes in the new contract including implementing a maximum cap on vacation leave.

As a reminder, employees covered by the Local 251 bargaining unit only receive a step every two years, and only have six steps available to them. The 2.5% across the board wage increases for the two years covered under this agreement will be the lowest across the board increases Local 251 has received in the last 10 years.

We appreciate the sacrifice the employees have made over the last year and recommend the board approve the agreement. Please feel free to contact us with questions. Thank you.


Mark Wayne, County Administrator

Cc: Deb Houghtaling
Tom Lynam
Scott Bovick
Mike Smith
Brian Hanson
Linda Welles