

BOARD OF COUNTY COMMISSIONERS  
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING COLLECTIVE BARGAINING AGREEMENT WITH NEBRASKA  
PUBLIC EMPLOYEES, (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 have been proposed between Sarpy County and the Nebraska Public Employees, Local 251, American Federation of State, County and Municipal Employees (AFSCME), hereinafter "Local 251," as a recognized collective bargaining organization, concerning terms and conditions of employment of the members of the bargaining unit in the Local 251; 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.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS that the agreement between Sarpy County and Local 251, as a recognized collective bargaining organization, copies of which are attached hereto, is hereby approved for fiscal years 2011 through 2014.

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 Local 251, a copy of which is attached, and any other related documents, the same being approved by the Board.

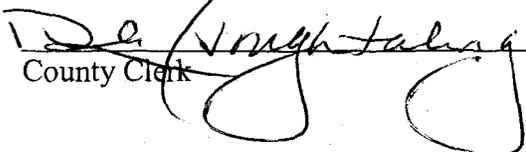
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 10<sup>th</sup> day of January, 2012.

  
\_\_\_\_\_  
Sarpy County Board Chairman

Attest:

SEAL



  
\_\_\_\_\_  
County Clerk

# Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE  
PAPILLION, NE 68046-2895  
593-4155

[www.sarpy.com](http://www.sarpy.com)

ADMINISTRATOR Mark Wayne

DEPUTY ADMINISTRATOR Scott Bovick

FISCAL ADMIN./PURCHASING AGT. Brian Hanson



## COMMISSIONERS

Rusty Hike District 1  
Jim Thompson District 2  
Tom Richards District 3  
Jim Nekuda District 4  
Jim Warren District 5

## MEMO

January 10, 2012

TO: Sarpy County Board of Commissioners

FROM: Mark Wayne, County Administrator

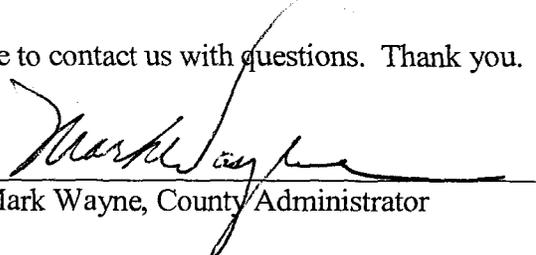
RE: Resolution to Approve Agreement with AFSCME Local 251

Administration has negotiated an agreement with the AFSCME Local 251 bargaining unit which consists of employees from the Public Works, Fleet Services, Facilities Management, Landfill, Planning and Building, and other departments under Administration. We were able to secure a three-year contract ending in June 2014 that includes across the board wage increases of 2% for the 2011-2012 fiscal year, 2.75% for the 2012-2013 fiscal year, and 2.75% for the 2013-2014 fiscal year.

As a reminder, employees covered by the Local 251 bargaining unit have a six-step, twelve-year pay schedule, meaning employees only receive a step every other year up until their twelfth year of service. All other employee groups are on an eight-step, eight-year pay schedule.

The grievance procedure contained in Article 18 has been revised and updated to comply with the process outlined in Nebraska State Statutes Sections 23-2517 to 23-2533 regarding the Civil Service System. There were several other minor language changes to the contract that were not opposed by either party and do not deal with compensation or benefits for the employees or have a financial impact on the County.

I recommend approval of the agreement. Please feel free to contact us with questions. Thank you.

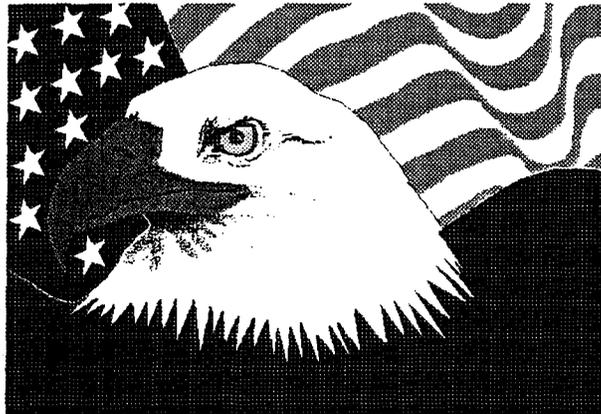
  
Mark Wayne, County Administrator

Cc: Deb Houghtaling  
Scott Bovick  
Kerry Schmid  
Brian Hanson  
Karen Buche

# **NEBRASKA PUBLIC EMPLOYEES**

## **LOCAL 251**

**July 1, 2011 – June 30, 2014  
(Three 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 and 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 less than thirty (30) hours per workweek. 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 assigned. 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 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 which are mutually agreed to 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
- Public Works
- 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. 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 from the UNION 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 Local 251 officials that represent Sarpy County, 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, national origin, ethnicity, genetic information, military status, 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 written 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 All regular classified employees within their respective work divisions shall be provided the opportunity to work any overtime hours within their normally assigned job duties prior to the County utilizing part-time or seasonal employees to perform said duties.
- 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 regular 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) his/her regular rate of pay. 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) his/her regular rate of pay.

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 1<sup>st</sup>, at 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 as Exhibit C.

SECTION 3 Seniority shall be 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. 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.

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.

SECTION 2 Notwithstanding the above, new hires (persons 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 (4<sup>th</sup>) 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 that 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 2011-2014, 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, 2011 thru June 30, 2012 with retroactive pay back to July 1, 2011 the wage increase is 2.0%.

Contract year July 1, 2012 thru June 30, 2013 the wage increase is 2.75%.

Contract year July 1, 2013 thru June 30, 2014 the wage increase is 2.75%.

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 and who has no interruption in continuous service would become eligible to receive annual longevity payments once they reach June 4, 2008. Payment is generally made the first pay period following the employee's anniversary date.

SECTION 3 – EMPLOYEE CONDUCT

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 a 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 A grievance is defined as a complaint, claim, or dispute arising under and during the term of this Agreement. Grievances are limited to matters of interpretation or application of express provisions of this Agreement.

The grievance procedure is designed to maintain friendly working relationships between the County Department Heads and their non-introductory 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.

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

SECTION 2 Step 1 Informal Step: An employee, with or without union representation, can approach his/her appropriate supervisor and attempt to resolve a grievance. The employee and/or a union representative have fifteen (15) calendar days from the grievable event to bring the matter to the Department Head's or designee's attention. The Department Head or designee then has fifteen (15) calendar days to meet with the employee for discussion and to provide a response to the employee and/or union representative. A settlement can be reached provided it is consistent with the collective bargaining agreement. Every effort should be made to resolve grievances at this step.

Step 2 Written Step: If the matter is not satisfactorily resolved at Step 1, the employee needs to complete a grievance form. The form must be signed and dated by the employee or an officer or designee of the Nebraska Public Employees Local 251, and then presented to the Department Head or designee within fifteen (15) calendar days from the decision in Step 1. The Department Head or designee shall respond to the grievance in writing within fifteen (15) calendar days from the date on which the grievance is received.

Grievance forms can be obtained from the Union, the Human Resources Department, or from the INTRA employee website. Grievance forms shall be obtained or submitted only during an employee's off-duty time.

Step 3 Personnel Policy Board: If satisfactory settlement is not reached under Step 2, the employee and/or union may file a written request for a hearing to the Personnel Policy Board within fifteen (15) calendar days of the decision reached under Step 2 of the grievance procedure. The "Request for Hearing" form must contain a description of the grievance, what contract provision(s), employment law, and/or Personnel Policy Board policy were violated as well as what the employee and/or union seeks as a remedy.

The Personnel Policy Board will conduct a hearing within thirty (30) calendar days or as soon thereafter that a quorum can be assembled.

Upon hearing the matter, the Personnel Policy Board shall issue a written decision to all parties by no later than fifteen (15) calendar days from the date concluding the hearing.

Step 4, Appeal: If satisfactory settlement is not reached, either party may seek such other remedies as may be allowed by law.

SECTION 3 Deadlines that fall on a day that is not a regular business day will automatically be extended to the next business day. Time limitations can be extended or waived by written mutual agreement of all parties.

SECTION 4 If a grievance is not appealed to the next step of the procedure within the applicable time limits and an extension has not been agreed to in advance, the grievance will be considered resolved on the basis of the last County response to the grievance and shall be considered ineligible for further appeal. If the County fails to respond to the grievance within the time limits prescribed in the grievance procedure, then the grievance shall be resolved in favor of the grievant for the relief sought in the grievance.

SECTION 5 When an employee elects to process a grievance without a union representative, as is his/her right, the union shall have the right to intervene and become a party to the proceedings. Any adjustment of grievance between the County and an employee not choosing to be represented or assisted by the union must be consistent with the terms of this Collective Bargaining Agreement.

SECTION 6 No remedy shall exceed restoring to the employee the pay, benefits, or rights lost as a result of the violation of the contract, less any income earned from any other source including, but not limited to, workers compensation or any other employment.

SECTION 7 All correspondence/documentation relating to a grievance shall be kept confidential to the extent reasonably possible and consistent with the resolution of the grievance.

## ARTICLE 19

### SARPY COUNTY PERSONNEL POLICY BOARD

SECTION 1 The parties agree to the establishment of the Sarpy County Personnel Policy Board to be established for the purpose of reviewing and finally deciding employees' grievances, including grievances involving disciplinary action. The Personnel Policy Board shall consist of six members, two of which shall be appointed by the Sarpy County Commissioners, two of which shall be appointed by the elected department heads, and two members who shall be appointed by classified employees who are covered by the county personnel system.

The Personnel Policy 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.

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 <sup>rd</sup> Monday in January    |
| 3. President's Day             | 3 <sup>rd</sup> 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 <sup>th</sup> Thursday in November |
| 10. Day after Thanksgiving Day | 4 <sup>th</sup> 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 31<sup>st</sup>, they shall be paid for eight (8) hours holiday pay at one and one-half (1 ½) times his/her regular rate. The employee must request the floating holiday during the calendar year. It cannot be carried over from one calendar year to the next.

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 be eligible to use any accrued vacation leave with the approval of his/her supervisor. .

SECTION 6 Employees on an unpaid non-FMLA 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 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 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 non-FMLA 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 non-FMLA 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 non-FMLA illness when all sick pay has been exhausted. For FMLA illness, once sick leave is exhausted, vacation leave must be used to cover absences.

**SECTION 1** For employees with less than ten (10) years of service upon separation of service (retirement, resignation or 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 or 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. Such conversion shall only be allowed 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 or 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 or 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.

If an employee wishes to attend the funeral of a relative not listed above, the employee should request use of vacation and/or compensatory time.

**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 at such 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, the County and the Union representatives shall meet to discuss alternative ways to maintain the level of benefits substantially equal to 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 of age, until reaching his/her sixty-fifth (65<sup>th</sup>) 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 receive 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 if the employee successfully completes the course with a grade "C" from an accredited college, university, community college, or trade school. 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.

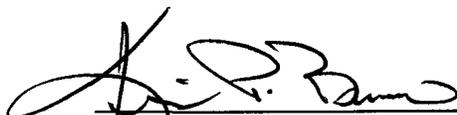
Notwithstanding the above, the other provisions of the Sarpy County Policies and Procedures Manual regarding educational reimbursement apply.

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 shall remain in effect from and after July 1, 2011 through June 30, 2014 and thereafter for successive one year periods, unless one of parties thereto on or before May 1, 2014 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.

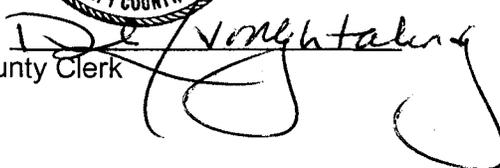
IN WITNESS WHEREOF the parties hereto have set their hand this 12<sup>th</sup> day of January, 2012.

  
\_\_\_\_\_  
Nebraska Public Employees Local 251  
Local 251

  
\_\_\_\_\_  
Sarpy County Board Chair

This contract is approved as to form and content.

BY   
\_\_\_\_\_  
Deputy County Attorney

  
BY   
\_\_\_\_\_  
County Clerk

## Exhibit A: AFSCME Local 251

Job Class
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
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:**  
**Sarpy County**  
**AFSCME-Local 251**  
**Salary Schedule**  
FY 11/12 - FY13/14

	Job Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2010-2011	Building Technician		\$ 15.961	\$ 17.227	\$ 18.494	\$ 19.759	\$ 21.027	\$ 22.292
2011-2012		2.00%	\$ 16.281	\$ 17.571	\$ 18.863	\$ 20.154	\$ 21.447	\$ 22.738
2012-2013		2.75%	\$ 16.728	\$ 18.055	\$ 19.382	\$ 20.708	\$ 22.037	\$ 23.364
2013-2014		2.75%	\$ 17.188	\$ 18.551	\$ 19.915	\$ 21.278	\$ 22.643	\$ 24.006
2010-2011	Building Mechanic I		\$ 14.985	\$ 16.056	\$ 17.129	\$ 18.202	\$ 19.275	\$ 20.348
2011-2012		2.00%	\$ 15.284	\$ 16.378	\$ 17.472	\$ 18.566	\$ 19.661	\$ 20.755
2012-2013		2.75%	\$ 15.705	\$ 16.828	\$ 17.952	\$ 19.077	\$ 20.202	\$ 21.326
2013-2014		2.75%	\$ 16.136	\$ 17.291	\$ 18.446	\$ 19.602	\$ 20.757	\$ 21.913
2010-2011	Bldng Maint. Repair II		\$ 14.873	\$ 15.578	\$ 16.288	\$ 16.995	\$ 17.701	\$ 18.412
2011-2012		2.00%	\$ 15.170	\$ 15.889	\$ 16.614	\$ 17.335	\$ 18.055	\$ 18.780
2012-2013		2.75%	\$ 15.587	\$ 16.326	\$ 17.070	\$ 17.812	\$ 18.551	\$ 19.297
2013-2014		2.75%	\$ 16.016	\$ 16.775	\$ 17.540	\$ 18.302	\$ 19.061	\$ 19.827
2010-2011	Bldng Maint. Repair I		\$ 13.206	\$ 13.838	\$ 14.468	\$ 15.102	\$ 15.730	\$ 16.361
2011-2012		2.00%	\$ 13.470	\$ 14.115	\$ 14.758	\$ 15.404	\$ 16.045	\$ 16.688
2012-2013		2.75%	\$ 13.841	\$ 14.503	\$ 15.163	\$ 15.827	\$ 16.486	\$ 17.147
2013-2014		2.75%	\$ 14.222	\$ 14.902	\$ 15.580	\$ 16.262	\$ 16.939	\$ 17.619

**EXHIBIT B:**  
**Sarpy County**  
**AFSCME-Local 251**  
**Salary Schedule**  
FY 11/12 - FY13/14

	Job Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2010-2011	Construction Inspector		\$ 15.801	\$ 16.910	\$ 18.038	\$ 19.167	\$ 20.294	\$ 21.422
2011-2012		2.00%	\$ 16.117	\$ 17.248	\$ 18.399	\$ 19.550	\$ 20.700	\$ 21.850
2012-2013		2.75%	\$ 16.560	\$ 17.723	\$ 18.905	\$ 20.088	\$ 21.269	\$ 22.451
2013-2014		2.75%	\$ 17.015	\$ 18.210	\$ 19.425	\$ 20.640	\$ 21.854	\$ 23.068
2010-2011	Survey Tech I		\$ 14.915	\$ 15.982	\$ 17.049	\$ 18.118	\$ 19.182	\$ 20.253
2011-2012		2.00%	\$ 15.213	\$ 16.302	\$ 17.390	\$ 18.481	\$ 19.565	\$ 20.659
2012-2013		2.75%	\$ 15.632	\$ 16.750	\$ 17.868	\$ 18.989	\$ 20.103	\$ 21.227
2013-2014		2.75%	\$ 16.062	\$ 17.211	\$ 18.360	\$ 19.511	\$ 20.656	\$ 21.810
2010-2011	Inventory Technician		\$ 17.562	\$ 17.955	\$ 18.349	\$ 18.743	\$ 19.135	\$ 19.534
2011-2012		2.00%	\$ 17.913	\$ 18.314	\$ 18.716	\$ 19.118	\$ 19.518	\$ 19.924
2012-2013		2.75%	\$ 18.406	\$ 18.818	\$ 19.230	\$ 19.644	\$ 20.055	\$ 20.472
2013-2014		2.75%	\$ 18.912	\$ 19.335	\$ 19.759	\$ 20.184	\$ 20.606	\$ 21.035
2010-2011	Lead Operator		\$ 21.553	\$ 22.117	\$ 22.657	\$ 23.195	\$ 23.732	\$ 24.270
2011-2012		2.00%	\$ 21.984	\$ 22.559	\$ 23.110	\$ 23.659	\$ 24.207	\$ 24.756
2012-2013		2.75%	\$ 22.589	\$ 23.180	\$ 23.745	\$ 24.309	\$ 24.872	\$ 25.437
2013-2014		2.75%	\$ 23.210	\$ 23.817	\$ 24.398	\$ 24.978	\$ 25.556	\$ 26.136

**EXHIBIT B:**  
**Sarpy County**  
**AFSCME-Local 251**  
**Salary Schedule**  
FY 11/12 - FY13/14

	Job Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2010-2011	Heavy Equip Oper. III		\$ 19.339	\$ 19.815	\$ 20.292	\$ 20.771	\$ 21.247	\$ 21.725
2011-2012		2.00%	\$ 19.726	\$ 20.211	\$ 20.698	\$ 21.187	\$ 21.672	\$ 22.159
2012-2013		2.75%	\$ 20.268	\$ 20.767	\$ 21.268	\$ 21.769	\$ 22.268	\$ 22.769
2013-2014		2.75%	\$ 20.825	\$ 21.338	\$ 21.852	\$ 22.368	\$ 22.881	\$ 23.395
2010-2011	Heavy Equip Oper. II		\$ 17.898	\$ 18.403	\$ 18.910	\$ 19.417	\$ 19.921	\$ 20.426
2011-2012		2.00%	\$ 18.256	\$ 18.771	\$ 19.288	\$ 19.805	\$ 20.319	\$ 20.835
2012-2013		2.75%	\$ 18.758	\$ 19.288	\$ 19.819	\$ 20.350	\$ 20.878	\$ 21.408
2013-2014		2.75%	\$ 19.274	\$ 19.818	\$ 20.364	\$ 20.909	\$ 21.452	\$ 21.997
2010-2011	Heavy Equip Oper. I		\$ 17.562	\$ 17.955	\$ 18.349	\$ 18.743	\$ 19.135	\$ 19.534
2011-2012		2.00%	\$ 17.913	\$ 18.314	\$ 18.716	\$ 19.118	\$ 19.518	\$ 19.924
2012-2013		2.75%	\$ 18.406	\$ 18.818	\$ 19.230	\$ 19.644	\$ 20.055	\$ 20.472
2013-2014		2.75%	\$ 18.912	\$ 19.335	\$ 19.759	\$ 20.184	\$ 20.606	\$ 21.035
2010-2011	Skilled Laborer		\$ 15.704	\$ 16.214	\$ 16.723	\$ 17.233	\$ 17.742	\$ 18.250
2011-2012		2.00%	\$ 16.018	\$ 16.538	\$ 17.057	\$ 17.578	\$ 18.097	\$ 18.615
2012-2013		2.75%	\$ 16.459	\$ 16.993	\$ 17.526	\$ 18.061	\$ 18.595	\$ 19.127
2013-2014		2.75%	\$ 16.912	\$ 17.460	\$ 18.008	\$ 18.558	\$ 19.106	\$ 19.653

**EXHIBIT B:**  
**Sarpy County**  
**AFSCME-Local 251**  
**Salary Schedule**  
FY 11/12 - FY13/14

	Job Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2010-2011	Laborer		\$ 14.407	\$ 14.876	\$ 15.340	\$ 15.781	\$ 16.278	\$ 16.746
2011-2012		2.00%	\$ 14.695	\$ 15.174	\$ 15.647	\$ 16.097	\$ 16.604	\$ 17.081
2012-2013		2.75%	\$ 15.100	\$ 15.591	\$ 16.077	\$ 16.539	\$ 17.060	\$ 17.550
2013-2014		2.75%	\$ 15.515	\$ 16.020	\$ 16.519	\$ 16.994	\$ 17.529	\$ 18.033
2010-2011	Lead Custodian		\$ 12.440	\$ 13.105	\$ 13.772	\$ 14.437	\$ 15.102	\$ 15.768
2011-2012		2.00%	\$ 12.689	\$ 13.367	\$ 14.047	\$ 14.725	\$ 15.404	\$ 16.083
2012-2013		2.75%	\$ 13.038	\$ 13.735	\$ 14.433	\$ 15.130	\$ 15.827	\$ 16.525
2013-2014		2.75%	\$ 13.397	\$ 14.113	\$ 14.830	\$ 15.546	\$ 16.262	\$ 16.980
2010-2011	Custodian		\$ 11.605	\$ 12.227	\$ 12.846	\$ 13.469	\$ 14.092	\$ 14.711
2011-2012		2.00%	\$ 11.837	\$ 12.472	\$ 13.103	\$ 13.739	\$ 14.374	\$ 15.005
2012-2013		2.75%	\$ 12.162	\$ 12.815	\$ 13.463	\$ 14.117	\$ 14.769	\$ 15.417
2013-2014		2.75%	\$ 12.497	\$ 13.167	\$ 13.833	\$ 14.505	\$ 15.175	\$ 15.841
2010-2011	Lead Mechanic		\$ 21.553	\$ 22.117	\$ 22.657	\$ 23.195	\$ 23.732	\$ 24.270
2011-2012		2.00%	\$ 21.984	\$ 22.559	\$ 23.110	\$ 23.659	\$ 24.207	\$ 24.756
2012-2013		2.75%	\$ 22.589	\$ 23.180	\$ 23.745	\$ 24.309	\$ 24.872	\$ 25.437
2013-2014		2.75%	\$ 23.210	\$ 23.817	\$ 24.398	\$ 24.978	\$ 25.556	\$ 26.136

**EXHIBIT B:**  
**Sarpy County**  
**AFSCME-Local 251**  
**Salary Schedule**  
FY 11/12 - FY13/14

	<b>Job Title</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
2010-2011	<b>Diesel Mechanic</b>		\$ 18.858	\$ 19.565	\$ 20.274	\$ 20.981	\$ 21.688	\$ 22.397
2011-2012		2.00%	\$ 19.235	\$ 19.957	\$ 20.680	\$ 21.400	\$ 22.122	\$ 22.845
2012-2013		2.75%	\$ 19.764	\$ 20.505	\$ 21.248	\$ 21.989	\$ 22.730	\$ 23.473
2013-2014		2.75%	\$ 20.307	\$ 21.069	\$ 21.833	\$ 22.593	\$ 23.355	\$ 24.119
2010-2011	<b>Auto Mechanic II</b>		\$ 17.769	\$ 18.435	\$ 19.101	\$ 19.768	\$ 20.431	\$ 21.099
2011-2012		2.00%	\$ 18.124	\$ 18.804	\$ 19.483	\$ 20.163	\$ 20.840	\$ 21.521
2012-2013		2.75%	\$ 18.623	\$ 19.321	\$ 20.019	\$ 20.717	\$ 21.413	\$ 22.113
2013-2014		2.75%	\$ 19.135	\$ 19.852	\$ 20.570	\$ 21.287	\$ 22.002	\$ 22.721
2010-2011	<b>Auto Mechanic I</b>		\$ 16.888	\$ 17.519	\$ 18.150	\$ 18.781	\$ 19.413	\$ 20.044
2011-2012		2.00%	\$ 17.226	\$ 17.870	\$ 18.513	\$ 19.157	\$ 19.801	\$ 20.445
2012-2013		2.75%	\$ 17.700	\$ 18.361	\$ 19.022	\$ 19.683	\$ 20.346	\$ 21.007
2013-2014		2.75%	\$ 18.186	\$ 18.866	\$ 19.545	\$ 20.225	\$ 20.905	\$ 21.585
2010-2011	<b>Gatekeeper</b>		\$ 14.407	\$ 14.875	\$ 15.341	\$ 15.781	\$ 16.278	\$ 16.746
2011-2012		2.00%	\$ 14.695	\$ 15.172	\$ 15.648	\$ 16.097	\$ 16.604	\$ 17.081
2012-2013		2.75%	\$ 15.100	\$ 15.590	\$ 16.079	\$ 16.539	\$ 17.060	\$ 17.550
2013-2014		2.75%	\$ 15.515	\$ 16.018	\$ 16.521	\$ 16.994	\$ 17.529	\$ 18.033

**EXHIBIT B:**  
**Sarpy County**  
**AFSCME-Local 251**  
**Salary Schedule**  
FY 11/12 - FY13/14

	Job Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2010-2011	Admin Asst. III		\$ 15.059	\$ 16.114	\$ 17.166	\$ 18.221	\$ 19.273	\$ 20.327
2011-2012		2.00%	\$ 15.360	\$ 16.436	\$ 17.509	\$ 18.585	\$ 19.658	\$ 20.733
2012-2013		2.75%	\$ 15.782	\$ 16.888	\$ 17.991	\$ 19.096	\$ 20.199	\$ 21.303
2013-2014		2.75%	\$ 16.216	\$ 17.352	\$ 18.486	\$ 19.621	\$ 20.755	\$ 21.889
2010-2011	Admin Asst II		\$ 14.152	\$ 14.817	\$ 15.795	\$ 16.775	\$ 17.754	\$ 18.735
2011-2012		2.00%	\$ 14.435	\$ 15.113	\$ 16.110	\$ 17.110	\$ 18.109	\$ 19.109
2012-2013		2.75%	\$ 14.831	\$ 15.528	\$ 16.553	\$ 17.581	\$ 18.607	\$ 19.635
2013-2014		2.75%	\$ 15.239	\$ 15.955	\$ 17.009	\$ 18.065	\$ 19.119	\$ 20.175
2010-2011	Admin Asst. I		\$ 13.836	\$ 14.701	\$ 15.251	\$ 15.819	\$ 16.354	\$ 16.904
2011-2012		2.00%	\$ 14.113	\$ 14.995	\$ 15.556	\$ 16.135	\$ 16.681	\$ 17.242
2012-2013		2.75%	\$ 14.501	\$ 15.407	\$ 15.984	\$ 16.579	\$ 17.139	\$ 17.716
2013-2014		2.75%	\$ 14.900	\$ 15.831	\$ 16.424	\$ 17.035	\$ 17.611	\$ 18.204
2010-2011	Clerk Typist III		\$ 12.820	\$ 13.728	\$ 14.634	\$ 15.542	\$ 16.449	\$ 17.356
2011-2012		2.00%	\$ 13.077	\$ 14.002	\$ 14.926	\$ 15.853	\$ 16.778	\$ 17.703
2012-2013		2.75%	\$ 13.436	\$ 14.387	\$ 15.337	\$ 16.289	\$ 17.239	\$ 18.190
2013-2014		2.75%	\$ 13.806	\$ 14.783	\$ 15.759	\$ 16.737	\$ 17.713	\$ 18.690

**EXHIBIT C:**  
**AFSCME LOCAL 251 SENIORITY:**  
*July 1, 2011*

Home Department Desc	Last Name	First Name	EE Type	Job Title	Years Of Service
Landfill	McCartney	Todd	PT-1	Gatekeeper	00yrs 00mo
Buildings & Grounds	Williamson	Danielle	FTR	Custodian	00yrs 01mo
Buildings & Grounds	Horst	Andrew M.	FTR	Building Technician	00yrs 09mo
Planning (& Building Inspections)	Logue	Sandra L.	PT-2	Admin.Assist.I	00yrs 10mo
Jail Maintenance	Kotrous	Timothy R.	FTR	Building Technician	01yrs 02mo
Jail Maintenance	Coultas	Harry D.	FTR	Building Technician	01yrs 02mo
Landfill	Knight	Stuart D.	FTR	Hvy.Equip.Oper.I	01yrs 05mo
Bridge & Road Maintenance	Braesch III	Bill H.	FTR	Skilled Laborer	01yrs 07mo
Buildings & Grounds	Eggert	Christopher A.	FTR	Building Technician	01yrs 11mo
Landfill	Grunke Jr.	William S	FTR	Laborer	02yrs 00mo
Buildings & Grounds	Haywood	Eva L.	FTR	Admin.Asst.II	02yrs 01mo
Bridge & Road Maintenance	Burbee	Jason R.	FTR	Skilled Laborer	02yrs 07mo
Bridge & Road Maintenance	Hartman Jr.	Fred B.	FTR	Hvy.Equip.Oper.I	02yrs 07mo
Veterans Service	Jondle	Marnita L.	FTR	Veterans Service Technician	02yrs 07mo
Buildings & Grounds	Valdez	Lance D.	FTR	Custodian	02yrs 08mo
Buildings & Grounds	Ruffcorn	Russell D.	FTR	Custodian	02yrs 08mo
Jail Maintenance	Koffi	Edoh	FTR	Custodian	02yrs 11mo
Sheriff - Admin/maint	Hoth	Larry H.	FTR	Building Technician	03yrs 01mo
Fleet Services	Haack	Russell L.	FTR	Diesel Mech/Fabrication/Welder	03yrs 03mo
Buildings & Grounds	Mitchell	Christopher A.	FTR	Build.Maint.Repair.II	03yrs 08mo
Community Service	Makousky	Denise M.	PT-2	Asst.Comm.Service.Coord	03yrs 08mo
Bridge & Road Maintenance	Giese	Richard W.	FTR	Hvy.Equip.Oper.I	03yrs 09mo
Bridge & Road Maintenance	McCoy	Eric J	FTR	Skilled Laborer	04yrs 03mo
Bridge & Road Maintenance	Penke	Jason R	FTR	Laborer	04yrs 03mo
Landfill	Mimick	Paul A	FTR	Hvy.Equip.Oper.II	04yrs 08mo
Bridge & Road Maintenance	McLaughlin	Jeremy D	FTR	Hvy.Equip.Oper.I	04yrs 09mo
Buildings & Grounds	McEnearney	Dennis A	FTR	Building Technician	04yrs 09mo
Community Service	Homme	Michelle A	FTR	Comm.Program.Coord	04yrs 11mo
Jjc Maintenance	Bergquist	Nora R	FTR	Custodian	04yrs 11mo
Bridge & Road Maintenance	Becker	Brian L	FTR	Construction.Inspect	04yrs 11mo
Fleet Services	Ostronic	George L	FTR	Auto.Mech.I	05yrs 00mo
Fleet Services	Swanson	Linda R	FTR	Admin.Asst.II	05yrs 03mo
Bridge & Road Maintenance	Adams	Don A	FTR	Hvy.Equip.Oper.I	05yrs 06mo
Bridge & Road Maintenance	Tedder	Joshua D	FTR	Hvy.Equip.Oper.I	05yrs 06mo
Bridge & Road Maintenance	Inserra III	Sam	FTR	Hvy.Equip.Oper.I	05yrs 09mo
Planning (& Building Inspections)	Baker	Mark Shane	FTR	Building.Inspector	07yrs 01mo

**EXHIBIT C:**  
**AFSCME LOCAL 251 SENIORITY:**  
**July 1, 2011**

Home Department Desc	Last Name	First Name	EE Type	Job Title	Years Of Service
Sheriff - Admin/maint	Davis	Kristi	FTR	Custodian	07yrs 05mo
Bridge & Road Maintenance	Martin	James E	FTR	Operator II/Welder	08yrs 07mo
Bridge & Road Maintenance	Bryant	Nicholas L	FTR	Hvy.Equip.Oper.I	08yrs 09mo
Casa	Nikodym	Frances K	FTR	Admin.Asst.III	09yrs 02mo
Buildings & Grounds	Larsen	Ronald R	FTR	Build.Maint.Repair.II	09yrs 09mo
Bridge & Road Maintenance	Brauckmuller	Thomas E	FTR	Hvy Eq Op III/Crane Operator	10yrs 01mo
Bridge & Road Maintenance	Gloe	Todd A	FTR	Hvy.Equip.Oper.II	10yrs 02mo
Bridge & Road Maintenance	Bryant	Travis J	FTR	Hvy.Equip.Oper.I	10yrs 08mo
Landfill	Heisner	Brian T	FTR	Hvy.Equip.Oper.II	11yrs 03mo
Bridge & Road Maintenance	Haynie	Kenneth J	FTR	Hvy.Equip.Oper.II	11yrs 07mo
Bridge & Road Maintenance	Twiford	Terry L	FTR	Survey.Tech.I	11yrs 09mo
Bridge & Road Maintenance	Tex Jr	Ronald D	FTR	Hvy.Equip.Oper.III	11yrs 09mo
Bridge & Road Maintenance	Bazar	Timothy J	FTR	Hvy.Equip.Oper.II	12yrs 06mo
Fleet Services	Bryant	Joseph W	FTR	Diesel.Mech	12yrs 07mo
Planning (& Building Inspections)	Gilbert	Cynthia L	FTR	Admin.Asst.III	13yrs 07mo
Fleet Services	Heisner	Jeffrey A	FTR	Diesel.Mech	14yrs 03mo
Buildings & Grounds	Jolly	Thelma J	FTR	Custodial.Foreman	14yrs 11mo
Fleet Services	Masonbrink	David	FTR	Inventory.Tech	15yrs 00mo
Bridge & Road Maintenance	Krapp	Chris C	FTR	Hvy.Equip.Oper.III	16yrs 05mo
Bridge & Road Maintenance	Shook	Judith A	FTR	Admin.Asst.II	17yrs 09mo
Bridge & Road Maintenance	Giese	Robert H	FTR	Hvy.Equip.Oper.III	18yrs 01mo
Bridge & Road Maintenance	Lang	Michael R	FTR	Survey.Tech.I	18yrs 02mo
Landfill	Pribyl	S Mike	FTR	Hvy.Equip.Oper.I	18yrs 02mo
Fleet Services	Burbee	Robert	FTR	Auto.Mech.II	22yrs 02mo
Bridge & Road Maintenance	Callahan	James M	FTR	Hvy.Equip.Oper.I	22yrs 02mo
Bridge & Road Maintenance	Fornoff	Ray W	FTR	Hvy.Equip.Oper.II	23yrs 06mo
Bridge & Road Maintenance	Heisner Jr	Albert M	FTR	Hvy.Equip.Oper.III	26yrs 05mo
Bridge & Road Maintenance	Meisinger	David L	FTR	Hvy.Equip.Oper.II	26yrs 08mo
Bridge & Road Maintenance	Krzycki	Keith E	FTR	Hvy.Equip.Oper.III	28yrs 00mo
Bridge & Road Maintenance	Lewis	James C	FTR	Hvy.Equip.Oper.III	31yrs 03mo
Buildings & Grounds	Matulka	Diane M	FTR	Lead.Custodian	32yrs 02mo
Landfill	Morrissey	William L	FTR	Gatekeeper	35yrs 00mo
Bridge & Road Maintenance	Brazeal	Daniel	FTR	Hvy.Equip.Oper.III	35yrs 08mo
Landfill	Vargas	Larry H	FTR	Hvy.Equip.Oper.II	35yrs 10mo
Landfill	Haynie	Jess L	FTR	Hvy.Equip.Oper.II	40yrs 11mo