BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN AGREEMENT WITH SARPY COUNTY PUBLIC EMPLOYEES' ASSOCIATION

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2012), 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;

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board of Commissioners;

WHEREAS, an agreement ("Agreement") has been proposed between Sarpy County and the Sarpy County Public Employees' Association ("Employees' Association"), as a recognized collective bargaining organization, concerning terms and conditions of employment of the members of the bargaining unit in the Employees' Association; and

WHEREAS, said Agreement is 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 obligation on Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the attached Agreement between Sarpy County and the Employees' Association, as a recognized collective bargaining organization, is hereby approved for the fiscal year beginning on July 1, 2014 and ending on June 30, 2015.

BE IT FURTHER RESOLVED that the Chairman of the Board, together with the County Clerk, are hereby authorized to sign on behalf of this Board, the Agreement 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 24th day of June 2014.

Attest

SEAL

COUNTY CLERK SEAL SARPY COUNTY NEBRASKA

Sarpy County Board Chairman

County Clerk Chief Deputy

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
Don Kelly District 1
Jim Thompson District 2
Tom Richards District 3
Brenda Carlisle District 4
Jim Warren District 5

MEMO

June 24, 2014

TO: Sarpy County Board of Commissioners

FROM: Scott Bovick, Deputy County Administrator

RE: Resolutions approving collective bargaining agreements

Administration has worked over the last several months to secure one-year extensions to the following three collective bargaining agreements expiring June 30, 2014:

- Fraternal Order of Police, Lodge 3 (FOP) – Communications
- Fraternal Order of Police, Lodge 3 (FOP) – Non-Sworn
- Sarpy County Employees Association

Each agreement provides a two-percent (2%) wage adjustment to the wage scale. The County was also able to secure several minor language changes and clarifications in each of the contracts.

The final remaining contract expiring June 30, 2014, with Nebraska Public Employees, Local 251, AFSCME, is not ready for consideration by the County Board, but we expect to reach agreement with the bargaining unit in the near future.

Pease feel free to contact me or Mark Wayne if you have any questions. Thank you.

Scott Bovick, Deputy County Administrator

Cc: Deb Houghtaling
Mark Wayne
Karen Buche
Mike Smith
Brian Hanson
Bonnie Moore

COLLECTIVE BARGAINING AGREEMENT

SARPY COUNTY BOARD OF COMMISSIONERS AND THE SARPY COUNTY PUBLIC EMPLOYEES ASSOCIATION

July 1, 2014 – June 30, 2015

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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. Any reference to "him" or "his" shall also be meant to include "her" or "hers".

2. ANNIVERSARY DATE shall be defined as the date of Employee's hire.

3. ASSOCIATION shall mean the Sarpy County Employees Association.

4. COMPENSATION shall mean to transfer money or other benefit for an Employee's work performed or services rendered.

5. COMPENSATORY TIME, a.k.a. COMP TIME shall mean time off of work, granted to an Employee in lieu of overtime pay, call-back pay or as further allowed in this Collective Bargaining Agreement.

6. CONFIDENTIAL EMPLOYEE is someone who assists and acts in a confidential capacity to the management personnel who make and implement labor relations policies, or as someone who has regular access to confidential information about future bargaining strategy or changes that may result from collective bargaining.

7. DAYS, unless otherwise stipulated elsewhere in this Collective Bargaining Agreement, all references to "days" shall be defined as calendar days.

8. OFFICE, for the purposes of this Agreement, shall encompass the entire job responsibility for the Elected Officials.

9. ELECTED OFFICIAL shall mean the person elected to fill the county office established in state statutes.

10. EMPLOYEE shall mean the Employee of Sarpy County covered by this Collective Bargaining Agreement.

11. COUNTY shall mean County of Sarpy, Nebraska.

12. PAID and PAYMENT shall mean to transfer money for an Employee's work performed or services rendered.

13. PERSONNEL POLICY MANUAL shall mean the current Sarpy County Civil Service Policy Manual approved by the Sarpy County Board of Commissioners.

14. PROMOTION DATE shall be defined as the date the Employee is promoted to a new grade.

15. RECLASSIFICATION DATE shall mean the date a position was evaluated and changed due to significant changes in essential job duties.

16. RESIGNATION shall mean a voluntary separation from employment with Sarpy County.

17. RETIREMENT shall be defined according to the Nebraska County Employees' Retirement System definition for retirement eligibility.

18. SCHEDULED SICK LEAVE shall mean sick leave scheduled at least 24 hours prior to the next scheduled shift.

19. SECTION, for the purposes of this Agreement, shall mean the various sections within the total job responsibility of the Elected Officials. For example, the Motor Vehicles Section of the Treasurer's Office, or the Payroll Section of the County Clerk's Office.

20. SUPERVISORY EMPLOYEE is defined as someone who uses independent judgment to make personnel decisions or to recommend personnel decisions and supervises at least two or more people. Personnel decisions include, but are not limited to, hiring, training, promoting, transferring, rewarding or terminating Employees.

21. TERMINATION shall mean a non-voluntary separation from employment within Sarpy County.

22. WORKDAY is defined as a period of twenty-four (24) consecutive hours beginning at a pre-designated hour during which an Employee may be assigned and may perform compensable work.

23. WORKWEEK is defined as a period of seven (7) consecutive twenty-four (24) hour periods which begin at 12:00 AM on a Sunday and end at 11:59 PM on a Saturday.

    a. Normal Office hours, wherein the office is open to the public are Monday through Friday for the Sarpy County Election Commissioner's Office, the Sarpy County Assessor's Office, the Sarpy County Public Defender's Office, the Sarpy County Treasurer's Office, the Sarpy County Register of Deed's Office, the Sarpy County Clerk's Office, the Sarpy County Clerk of the District Court's Office and the Sarpy County Attorney's Office, excluding the Diversion and Victim Witness Sections.

    b. Should the normal Office hours, wherein the Office is open to the public regularly include a Saturday or Sunday for the above Offices, exclusive of the Diversion and Victim Witness Sections of the County Attorney's Office, the "Workweek" definition may re-open for negotiation following written notice from the Employee's Association to the County and Elected Officials.

    c. Normal Office hours means that the Office is open to the public and not that an Employee is simply working on a Saturday or Sunday.

d. To regularly include a Saturday or Sunday shall mean that an Office is open to the public on Saturdays or Sundays more than four (4) times in one calendar year.

e. In no circumstances shall the normal Office hours of the Diversion and Victim Witness Sections of the Sarpy County Attorney's Office be used to evaluate whether an Office is regularly open to the public on a Saturday or Sunday.

ARTICLE 2 ASSOCIATION RECOGNITION

The County recognizes the Sarpy County Public Employees Association as the sole and exclusive collective bargaining representative for all full-time and part-time Employees, except those Employees who are supervisory, confidential or temporary for the following:

Sarpy County Election Commissioner's Office
Sarpy County Assessor's Office
Sarpy County Public Defender's Office
Sarpy County Attorney's Office
Sarpy County Treasurer's Office
Sarpy County Register of Deed's Office
Sarpy County Clerk's Office
Sarpy County Clerk of the District Court's Office.

Those departments of the Sarpy County Board listed below are not recognized by the County as members of the Sarpy County Public Employees Association:

Noxious Weeds
Information Systems
Facilities Management
Landfill
Fleet Services
CASA
Community Service
Purchasing
Planning and Building Department
Human Services
Extension Services
Tourism
Adult Pre-Trial Services
Human Resources
Human Services
Veteran's Services
Communications
Emergency Management

The following Elected Offices of Sarpy County listed below are not recognized by the County as a member of the Sarpy County Public Employees Association:

Public Works Office
Sheriff's Office

ARTICLE 3 MANAGEMENT RIGHTS

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

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

A. The right to determine, effectuate and implement the objectives and goals of the County and the Elected Official's Office.

B. The right to manage and supervise all operations and functions.

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; except in instances which affect a single work crew or a single Employee, the County and/or the Elected Official will make a good faith attempt to deliver such notice.

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 function, operation, or Section within the Elected Official's Office.

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

Section 3 The positions of County Elected Officials have been created by and authority vested in such by the Nebraska Legislature. Therefore, when in conflict with the Personnel Policy Manual, such official authority, provided not in conflict with Federal and/or State statutes and this contract, will supersede said manual.

ARTICLE 4 CHECK OFF

SECTION 1 The County Clerk's Payroll Section shall deduct regular monthly Association dues from the pay of each Employee covered by the Agreement, provided that at the time of such deduction there is in the possession of the County Clerk's Payroll Section a current unrevoked written assignment, executed by the Employee, in the form and according to the terms of the authorization form, attached hereto, and made a part hereof. Such authorization may be revoked by the Employee at any time by giving written notice thereof to the County Clerk's Payroll Section.

SECTION 2 Previously signed and unrevoked written authorization shall continue to be effective as to Employees reinstated following layoff, leave of absence or suspension not exceeding 60 days. Previous authorizations of other Employees rehired or reinstated shall not be considered to be effective.

SECTION 3 Such authorized deductions shall be made from the second pay period of each calendar month and within 10 days, the County Clerk's Payroll Section will remit a check to the Employee Association Treasurer.

SECTION 4 At the time of execution of the Agreement, the Association shall advise the County Clerk's Payroll Section in writing of the exact amount of regular monthly Association dues. If, subsequently, the Association requests the County Clerk's Payroll Section to deduct additional monthly Association dues, such requests shall be effective only upon written assurance by the Association to the County Clerk's Payroll Section that amounts are regular monthly Association dues, duly approved in accordance with the Association's Constitution and By-Laws.

SECTION 5 The County Clerk's Payroll Section agrees to provide this service without charge to the Association.

SECTION 6 The County Clerk's Payroll Section shall not be liable for any mistakes. The County Clerk's Payroll Section and the Association shall work together to correct any mistakes. Mistaken amounts will be made up the next deduction period.

ARTICLE 5 BULLETIN BOARDS

SECTION 1 The County and Elected Official shall permit the Association to use one bulletin board for posting of Association meetings and elections, reports of Association 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 County or Elected Official or any of its Employees.

Posted notices must be authorized before posting by the designated Association Officer.

Materials posted should be timely and current. If information is outdated by more than sixty (60) days the County or Elected Official has the right to remove the materials from the bulletin boards.

ARTICLE 6 ASSOCIATION BUSINESS

SECTION 1 The County and Elected Official agree to grant leave from duty with pay for members of the Association team, not exceeding five (5) in number (no more than one (1) from any one Office) to attend bargaining meetings, grievance meetings or other meetings with the County and/or Elected Official when such meetings take place at a time during which members are scheduled to be on duty.

SECTION 2 Association Officials not exceeding four (4) in number (no more than one (1) from any one Office) shall be granted leave not exceeding ten (10) days per calendar year from duty without pay for the purpose of attending business meetings, conventions, education conferences, or conducting Association business. Such leave shall be granted by the Elected Official upon the written request of the Association no less than one (1) week in advance of the requested leave date.

SECTION 3 Prior authorization for the absence must be obtained twenty-four (24) hours in advance from the Elected Official, which authorization will not be unreasonably withheld.

SECTION 4 Association Officials may use vacation time or accrued compensatory time for the conduct of Association business.

ARTICLE 7 NONDISCRIMINATION

SECTION 1 The parties hereby agree not to discriminate on the basis of any protected class under federal, state, or local law.

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.

ARTICLE 8 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 provisions 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.

SECTION 2 Any reference in this Agreement to the masculine gender shall include both the masculine and feminine gender.

ARTICLE 9 HOURS OF WORK AND OVERTIME

SECTION 1 This section is intended to set forth a normal workweek, but shall not be construed as a guarantee of hours of work per day or per week. A workday is a period of twenty-four (24) consecutive hours beginning at a pre-designated hour during which an Employee may be assigned and may perform compensable work. Employees shall report to work at a starting time and leave work at a quitting time as determined by the Elected Official. All regular full-time courthouse Employees shall work a regular forty (40) hour workweek.

SECTION 2 Employees required to work more than forty (40) hours per workweek 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 forty (40) hours. Vacation, holidays and scheduled sick leave (sick leave scheduled at least 24 hours prior to next scheduled shift) shall count towards overtime. (Comp. time will not be counted in overtime calculations.) 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 120 hours. Compensatory time is accrued at a rate of 1 ½ times the hours worked in excess of 40 hours. All accrued but unused compensatory time will be paid at fiscal year end.

SECTION 4 This article shall not be construed as a guarantee of hours of work.

SECTION 5 Overtime hours and compensatory time must be preauthorized by the Elected Official.

SECTION 6 Employees are required to complete a Payroll Report card for each pay period and submit it to the designated individual who shall submit the information to the County Clerk's Payroll Section and keep the Payroll Report card and supporting documents according to the retention schedule.

ARTICLE 10 CALL BACK PAY

SECTION 1 If an Employee is called to duty during his off-duty time and such time does not coincide with his scheduled shift, such Employee shall be compensated for the hours worked at the rate of one and one-half (1 ½) times his normal hourly rate of pay. The Employee shall be compensated a minimum of two (2) hours for any overtime call-back.

SECTION 2 Employees required to be on call or standby duty or assigned to a pager shall receive one (1) hour regular pay for every forty (40) hours said Employee is on call or standby duty or assigned to such pager.

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

ARTICLE 11 SENIORITY

SECTION 1 Seniority is hereby defined as the Employee's length of continuous service in the bargaining unit without a break or interruption in service from the date of hire in Elected Official's Office. Seniority does not transfer from Office to Office.

With the exception 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 Workers' Compensation Act of twenty-four (24) months or less, and any absence due to serving as an Association 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.

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.

An approved FMLA leave shall not constitute a break in service.

SECTION 2 A list of Employees arranged in order of their seniority as defined herein shall be compiled and maintained by the Human Resources Department and made

available for examination by Employees upon request.

SECTION 3 Seniority shall govern in job bidding (as defined in Article 16), job appointments, assignment of overtime (by job classification only), assignment of vacations, lay-offs, rehires, and job displacements (except that there shall be no displacement between Employees of different Offices, but displacement is permitted between Employees of different Sections in an Office). 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 Part-time Employees shall receive six (6) months seniority on their anniversary date for every 12 month calendar year worked.

SECTION 5 Employees that terminate employment and are re-hired must begin as a new Employee for purposes of seniority, pay and benefits.

ARTICLE 12 WORKING OUT OF CLASS

SECTION 1 When an Employee works in a classification or position graded higher than that to which he/she has been appointed for five (5) work days within any 30-day period, then, beginning the sixth (6th) work day, that Employee shall receive six (6) percent additional compensation over and above that Employee's present rate of pay for all hours worked in such higher classification or position for a period not to exceed 90 days per incident. After 90 days, the Employee will again need to work five (5) days out of class within any 30 day period to receive six (6) percent additional compensation within a 90 day period per incident.

ARTICLE 13 JOB BIDDING

SECTION 1 The Human Resources Department shall either notify 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. If no qualified Employee from the Office bids the position, then the position shall be posted by the Human Resources Department for at least five (5) and not more than ten (10) business days for bid by other County Employees or outside applicants. However, if a qualified candidate pool is not obtained within the ten (10) business day time frame, the Human Resources Department may post the notification for an additional ten (10) business days in order to obtain further applications.

Qualifications, fitness and ability being substantially equal, the positions will be awarded pursuant to the seniority provisions of Article 11. However, such award shall be subject to a ninety (90) day probationary period, during which time the Employee will be required to satisfactorily learn and perform the duties of the new position. If the Employee cannot learn and perform the duties of this new position

within ninety (90) days, then the Employee will be disqualified from such position and the Employee will be terminated, but will be allowed to bid on any new or vacant positions that are advertised. The Elected Official will also endeavor to place the individual.

ARTICLE 14 CONTRACTING OUT

SECTION 1 The County agrees that, in the event it is considering contracting out any work performed by bargaining unit Employees as of July 1, 2002, that the County and/or Elected Official will notify the Association immediately.

ARTICLE 15 WAGES

SECTION 1 The parties agree that wages have been negotiated for this Agreement for the contract years 2014-2015, both on a group and on an individual basis. Copies of the master contract will be retained by the Sarpy County Elected Officials, the President of the Sarpy County Public Employees Association, and County Board. Employees may obtain salary information directly from their Elected Officials.

SECTION 2 All full-time and part-time Employees covered by this Agreement shall receive a 2.0% cost of living adjustment increase across the board effective July 1, 2014.

SECTION 3 The salary schedule for bargaining unit Employees is attached to the Collective Bargaining Agreement and is marked as Appendix 2.

SECTION 4 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 9 is attained. In order to receive step pay increases, a satisfactory performance evaluation is necessary and an "**Employee Action Form**" signed by the Elected Official. Said action form **MUST** be submitted to the Human Resources Department to verify accuracy, and then Human Resources will forward the Employee Action Form to the County Clerk's Payroll Section.

SECTION 5 Part-time Employees working at least thirty (30) hours per week who have completed at least 12 months at the defined pay step within a pay grade will be eligible for a step increase as agreed to in Section 5. Part-time employees working less than thirty (30) hours per week must complete twenty-four (24) months to be eligible for a step increase.

SECTION 6 An Employee who is promoted shall advance to the appropriate promotional pay grade and shall go to the pay step that guarantees a minimum of a 3.8% pay increase.

SECTION 7 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 pay 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 HOLIDAYS

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

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

SECTION 2 All Employees shall receive holiday pay which is payment 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 hour's normal rate of pay for each hour worked on the holiday in addition to the holiday pay. Employees working on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day 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 Part-time Employees will receive four (4) hours of holiday pay if that holiday falls on their regularly scheduled work day.

SECTION 6 If Christmas Eve falls during an Employee's regularly scheduled workday and the Employee is scheduled to work a regular workday of more than four (4) hours, and

if the County and/or Elected Official closes the Office at noon, the Employee shall leave at noon and get paid for a full workday. If the Employee who is scheduled to work a regular eight (8) hour workday takes Christmas Eve as a vacation day, and the Office closes at noon on Christmas Eve, the Employee shall only be required to use four (4) hours of vacation pay for the morning and shall receive four (4) hours of pay for those four (4) hours the Office is closed on Christmas Eve. If the same eight (8) hour Employee is sick, the Employee would use four (4) hours of sick time and receive four (4) hours of pay for those four (4) hours the Office is closed.

If an Employee regularly works more than four (4) hours, but less than eight (8) hours and the Office closes at noon on Christmas Eve, that Employee shall receive four (4) hours of pay along with pay for that amount of time which an Employee would have received if on a regular workday; for example if an Employee is regularly scheduled to work six (6) hours on Christmas Eve and the Office closes at noon, that Employee would receive four (4) hours of pay for those hours worked and only two (2) hours of pay for the time during which the Office is closed on Christmas Eve.

In order to take advantage of this Christmas Eve policy, the Employee's regular schedule must be to work more than four (4) hours on Christmas Eve.

Those Employees designated as Essential Personnel of the Sarpy County Attorney's Office shall not be required to leave at noon if the District Court or County Court Offices remain open. Those Sarpy County Attorney's Office Employees who remain working after the County Attorney's Office has closed at noon on Christmas Eve shall receive comp time for those hours worked after the noon closing and shall also receive the four (4) hours of pay for those four (4) hours the Office is closed on Christmas Eve.

SECTION 7 Employees on an unpaid leave of absence will not earn holiday pay until they return to service.

ARTICLE 17 VACATION

SECTION 1 The County shall compensate full time Employees with up to 240 hours of vacation time computed as follows: (Beginning July, 2005)

1-5 years	88 hours vacation	*3.385 hrs./pay period*
6-9 years	128 hours vacation	*4.923 hrs./pay period*
10 years	136 hours vacation	*5.230 hrs./pay period*
11 years	144 hours vacation	*5.538 hrs./pay period*
12 years	152 hours vacation	*5.846 hrs./pay period*
13 years	160 hours vacation	*6.153 hrs./pay period*
14 years	168 hours vacation	*6.461 hrs./pay period*

15 years	176 hours vacation	*6.769 hrs./pay period*
20 years	188 hours vacation	*7.231 hrs./pay period*

Vacation may be taken at any time during the year with the consent of the Elected Official, which consent shall not be unreasonably withheld. Requests for vacation shall be approved/denied in a timely manner.

SECTION 2 Vacation may be taken at a minimum of one half (½) hour and a maximum of the total vacation accumulated.

SECTION 3 Employees may only accumulate a maximum of 240 hours of vacation time. If the maximum is reached, there will be no additional accrual of vacation until the Employee's balance drops below the maximum. The provisions of this Article 17 Section 3 shall be implemented on July 1, 2010.

SECTION 4 Upon retirement, resignation, dismissal, or death, the Employee or his beneficiary shall be paid all accumulated vacation computed on the basis of the Employee's regular pay as of his or her last day of employment.

SECTION 5 Employees on an unpaid leave of absence will not earn vacation benefits until they return to service except those Employees on approved Family and Medical Leave, who will continue to accrue vacation.

ARTICLE 18 SICK LEAVE

SICK LEAVE - Purpose

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.

SECTION 1 **Definition:** Sick leave will be considered for a bona fide illness or injury for reasons other than illness or injury arising out of and in the course of County employment.

SECTION 2: Accrual and Accumulation:

1. Full-time Employees will accrue sick pay benefits at a rate of 3.692 hours per payroll period (96 hours per year).

2. Nine hundred and sixty (960) hours of sick leave may be accumulated.

3. Part-time Employees will accrue sick pay benefits at a rate of 3.692 hours for each eighty (80) hours worked, not including overtime hours.

4. Sick leave shall not be accrued by emergency or temporary Employees.

SECTION 3 General Procedure:

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

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

Sick leave may be used in 1/4 hour increments (15 minute intervals).

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 illness, Employees must notify their supervisor daily of their progress and expected date of return unless absence is for Family and Medical Leave (FMLA).

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 Elected Official or FMLA. The cost, if any, of the certificate shall be paid by the Employee. For a lesser period of absence, the Elected Official may, at his or her discretion, require evidence of illness from a physician for other reasons, as defined by this section unless absence is FMLA leave.

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

Sick leave shall not be used as vacation leave. Vacation leave must be exhausted before unpaid absences will be granted. Upon exhaustion of sick leave

Employee's vacation time shall be used to continue compensation. If both sick and vacation leave are exhausted a written request for approval must be provided to the Elected Official for unpaid leave unless the leave is FMLA leave. Failure to submit such written request or continued unpaid absences without the consent of the Elected Official may subject Employee to disciplinary measures up to and including termination.

No Employee shall be eligible to use sick leave within two (2) weeks of separation date unless the Employee presents an acceptable health care provider's verification of illness/injury.

With the exception of FMLA leave, employees on an unpaid leave of absence will not earn sick leave benefits until they return to paid status.

SECTION 4 Sick Leave Conversion:

Any Employee who has accumulated eight hundred (800) hours or more of sick leave may, at the Employee's option, convert two (2) hours of sick leave to one (1) hour vacation/pay up to a maximum of eighty (80) hours vacation/or pay (160 hours of sick leave) one time in a contract year.

SECTION 5 Retirement, for the purpose of this section, pertains to Employees who cease working for the County on or after age 55:

For Employees with less than ten (10) years of service upon retirement or death, such Employee or his/her beneficiaries shall be paid one-fourth (¼) of his or her accumulated sick leave up to a maximum of two hundred (200) hours. Upon resignation the Employee may be entitled to up to a maximum of one hundred (100) hours.

For Employees with ten (10) or more years of service, upon retirement or death, such Employee or his/her beneficiaries shall be paid one-half (½) of his/her accumulated sick leave up to a maximum of four hundred (400) hours. Upon resignation the Employee may be entitled to up to a maximum of two hundred (200) 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.

ARTICLE 19 LEAVE

SECTION 1 Funeral Leave

A) Funeral leave of up to five (5) workdays will be granted to Employees for the

attendance at the funeral of the following family group: spouse or child related by blood, marriage or adoption. (*These five days may be used commencing on the day of death through and including 10 calendar days*)

B) Funeral leave of up to four (4) workdays 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.

C) Funeral leave of one (1) workday will be granted to Employees for the attendance at the funeral of the following family member group: aunts, uncles, nephews, nieces and the following in-laws; grandfather, grandmother, sister and brother.

In addition, at the discretion of the Elected Official, one (1) additional workday of funeral leave may be granted for those relatives in the third group. Further, in addition, the Elected Official may grant one (1) additional workday if travel of more than three hundred (300) miles to the funeral site is involved. Notification to the department head shall be given by the Employee as soon as possible prior to leave.

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, to be granted at the discretion of the Elected Official pursuant to Article 17 of this agreement.

SECTION 2 Maternity, Paternity or Adoption Leave - Employees may be eligible to use the provisions of the Family Medical Leave Act.

SECTION 3 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 Elected Official, he shall receive his regular pay from the County during such service. The Employee may also be required to furnish proof of said service. The Employee shall be required to turn over to the County 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.

ARTICLE 20 LONGEVITY

SECTION 1 In addition to the regular compensation, and for this contract, full time Employees shall annually receive longevity payment based upon the total length of continuous service at full-time status with the County. The amount of pay will be determined based upon the applicable anniversary date of hire.

On the anniversary of the Employee's hire date, the Employee will receive payment as shown in the following schedule:

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

As an example, an Employee who has a hire date of June 4, 1998 with no interruption in continuous full-time service, would become eligible to receive annual longevity payments once they reach June 4, 2008. Payment is generally made with the first pay period following the Employee's anniversary date.

ARTICLE 21 INSURANCE

SECTION 1 The County shall provide group health insurance coverage for medical-surgical, including major medical benefits and shall pay ninety (90%) of the insurance premium thereof for the individual coverage. In the event the Employee requires family, Employee/spouse or Employee/children coverage under the provisions of the group benefit plan, the County shall pay eighty-three (83%) of the monthly premium.

SECTION 2 The County shall not pay such premiums referred to in paragraph 1 of this Article for any Employee who, within any calendar month, had not received any compensation from the County for work performed, except as provided in accordance to the Family Medical Leave Policy.

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

SECTION 4 The County shall provide dental coverage for the eligible individual Employee and his/her eligible dependents. The employee will be responsible for paying a portion of the premium cost if enrolled under family coverage.

Refer to the County Intranet for further information.

SECTION 5 The County shall provide fully paid term life insurance coverage for each Employee in the amount of thirty thousand dollars ($30,000.00).

SECTION 6 The County shall provide long term disability insurance for those Employees who

become totally and continually disabled due to sickness or accidental bodily injury.

Such insurance shall pay benefits on the ninety-first (91st) day of continuous disability at 66.67% of the Employee's regular salary received at the time of sickness or accidental bodily injury. (Refer to Personnel Policy Manual, Long Term Disability Insurance for further information).

SECTION 7 Effective July 1, 1997, Employees who retire with a minimum of fifteen (15) years of service and are between the ages of sixty-two (62) and sixty-five (65) years may continue on the County's primary health insurance program and receive insurance coverage as provided for retirees. The County will pay 75% of the premium for those electing single coverage and 50% of the premium for those electing other coverage options.

ARTICLE 22 EDUCATIONAL REIMBURSEMENT

SECTION 1 Purpose:
The purpose of this policy is to make educational assistance available to eligible Employees for approved job related courses.

SECTION 2 Eligibility:
Full-time Employees shall be eligible for educational reimbursement. Introductory Employees are not eligible. Employees must be employed a minimum of six (6) months at the time payment is made.

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

SECTION 3 Determination of Benefits:
An Employee requesting educational reimbursement shall provide information concerning each course to his/her Elected Official and the Human Resources Department for approval **prior** to registration for the course.

Employee must provide the Human Resources Department with proof that they successfully completed the course before reimbursement is made.

Approval must be made in writing prior to the beginning of the class. Request for reimbursement must be made in writing by using the Educational Reimbursement Request form.

The course must be job related.

All full-time, Non-Introductory Employees shall be eligible for educational reimbursement of job related courses at 85% of the cost of tuition, books and class-associated fees up to a maximum of $2,000.00 per fiscal year. Employees must successfully complete the course with a grade "C" or higher from an accredited college, university, community college, or trade school.

If the $2,000 maximum for a job related course is reached within one fiscal year, but the 85% is not reached within one fiscal year, there shall be no carryover of the remaining percentage reimbursement of the cost of tuition, books or fees to any following fiscal year.

For example: An Employee completes approved courses on February 2, 2010. The cost of the tuition, books and fees totals $6,000. The Employee is eligible for 85% of the $6,000 cost which is $5,100. However, due to $2,000 maximum, the Employee receives $2,000 for the 2009 – 2010 fiscal year, which is less than 85% (the $5,100) of the total cost of tuition, books and fees. The Employee is not eligible for reimbursement of the remaining amount in the 2010 – 2011 fiscal year. Additionally, the Employee would not be eligible for reimbursement of any other approved completed courses within the 2009 -2010 fiscal year as the $2,000 maximum was reached.

ARTICLE 23 DISCIPLINE AND DISCHARGE

SECTION 1 The Elected Officials shall consult with the Human Resources Department regarding discharge and disciplinary matters.

SECTION 2 All new Employees (including rehires) shall serve an introductory period of 180 days. During introductory status period Employees are not entitled to file a grievance pursuant to Article 24 and may be terminated at will by the Elected Official.

SECTION 3 Disciplinary action shall remain active for discipline and promotion evaluation purposes for the time periods listed below:

Verbal counseling	1 Year (if documented)
Written Reprimand	2 Years
Suspension	4 Years
Demotion	Permanent
Termination	Permanent

In the event of a recommended termination all previous disciplinary action may be taken into consideration

ARTICLE 24 FORMAL GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1 The grievance procedure is designed to maintain friendly working relations between the County, the Elected Officials 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.

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 except those provisions that are specifically excluded from the grievance procedure.

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 Association representation, can approach his/her Elected Official or appropriate supervisor and attempt to resolve the grievance. The employee and/or an Association representative have fifteen (15) calendar days from the grievable event to bring the matter to the Elected Official or designee's attention. The Elected Official 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 Association representative. A settlement can be reached provided it is consistent with the collective bargaining agreement. Every effort should be made to resolve the grievance 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 Association officer or designee, and then presented to the Elected Official or designee within fifteen (15) calendar days from the decision in Step 1. The Elected Official or designee shall respond to the grievance in writing within fifteen (15) calendar days from the date on which the grievance was received.

Grievance forms can be obtained from the Association, 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 at Step 2, the Employee and/or Association may file a written request for a hearing to the Personnel Policy Board within fifteen (15) calendar days from the date the decision was reached in Step 2. 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 Association seeks as a remedy.

Upon receipt of the "Request for Hearing" form, the Human Resources Director or designee will schedule a Personnel Policy Board hearing to take place within thirty (30) calendar days, or as soon thereafter that a quorum can be assembled. The Human Resources Director will advise all parties of the proper procedure by which the grievance hearing will be conducted.

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. The decision of the Personnel Policy Board will be binding on all parties. However, this does not prevent either party from pursuing further actions in a court of law.

Step 4, District Court: If satisfactory settlement is not reached under Step 3, either party may appeal to the District Court. Such action must be taken within fifteen (15) calendar days. Written notification to the County shall be made to the Human Resources Department. Written notification to the Association shall be made to the Association President, Vice President or designee if the County is appealing.

SECTION 2 When an Employee elects to process a grievance without an Association representative, as is his or her right, the Association 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 Association must be consistent with the terms of the current contract.

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 waived or extended by written mutual Agreement of the parties.

SECTION 4 All correspondence/documentation relating to a grievance shall be kept confidential to the extent reasonably possible and consistent with the resolution of the grievance.

SECTION 5 If a grievance is not appealed to the next step of the procedure with 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.

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 Employees who voluntarily resign or retire their employment with the County shall have any pending grievances immediately withdrawn and will not benefit by subsequent settlement of disposition of any grievance.

ARTICLE 25 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 Employee grievances, including grievances involving disciplinary action in accordance with Nebraska Statutes Sections 23-2517 to 23-2533.

The Personnel Policy Board shall consist of six members, two of which shall be appointed by the Sarpy County Commissioners, two of which will be appointed by the Elected Officials, and two members to 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 in conformance with state law.

ARTICLE 26 DRUG/ALCOHOL TESTING POLICY

For current policy refer to the Personnel Policy Manual available on the Intranet.

ARTICLE 27 DURATION OF AGREEMENT

SECTION 1 This Agreement shall take effect upon the ratification of the membership of the Sarpy County Public Employees Association and the Sarpy County Board of Commissioners. Further, this Agreement shall be and remain in full force and effect from and after ***July 1, 2014 until June 30, 2015***, and thereafter for successive one (1) year periods, unless one of the parties hereto on or before December 1, ***2014***, shall notify the other party hereto in writing of its desire to modify the same, or a part hereof. Notification shall be accomplished by notice to the President of the Sarpy County Public Employees Association or to the Sarpy County Board of Commissioners.

IN WITNESS WHEREOF the parties hereto have set their hand this 25th day of June, 2014.

President
Sarpy County Public Employees Association

6/24/14
Sarpy County Board Chair

APPROVED AS TO FORM: B Moore
County Attorney

SARPY COUNTY EMPLOYEE'S ASSOCIATION

AUTHORIZATION FOR PAYROLL DEDUCTION

To: **Sarpy County Payroll Department**
County Clerk's Office

Name:

_____

Last Name **First Name** **Middle Initial**

Address:

_____

Social Security Number: _____

Effective Date: _____, I hereby request and authorize you to deduct from my paycheck an amount sufficient to provide for the regular payment of the current rate of monthly dues established by the Sarpy County Employee's Association. The amount shall be certified by said Association and any change in such amount shall be so certified. The amount deducted shall be paid to the Treasurer of the Sarpy County Employee's Association. The deduction may be terminated thirty (30) days after written notice to said Association or upon termination of my employment.

I further designate the Sarpy County Employee's Association as my representative on matters relating to my wages, hours and conditions of employment and authorize the Association to petition the Commission of Industrial Relations for representation rights on my behalf.

_____ _____

Date Employee Signature

Sarpy County
Employees Association
Wage Structure (Salary Schedule)
FY14/15

GRADE	ADJ	FY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
12	2.00%	14-15	$22.865	$23.734	$24.635	$25.572	$26.543	$27.552	$28.599	$29.686	$30.814
11	2.00%	14-15	$20.774	$21.564	$22.383	$23.234	$24.117	$25.033	$25.984	$26.972	$27.997
10	2.00%	14-15	$19.143	$19.870	$20.625	$21.409	$22.222	$23.067	$23.943	$24.853	$25.798
9	2.00%	14-15	$17.886	$18.566	$19.271	$20.004	$20.764	$21.553	$22.372	$23.222	$24.104
8	2.00%	14-15	$16.497	$17.124	$17.775	$18.450	$19.151	$19.879	$20.634	$21.418	$22.232
7	2.00%	14-15	$14.868	$15.433	$16.019	$16.628	$17.260	$17.916	$18.597	$19.303	$20.037
6	2.00%	14-15	$13.711	$14.232	$14.773	$15.334	$15.917	$16.521	$17.149	$17.801	$18.477