

**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, 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, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, an agreement has been proposed between Sarpy County and the Sarpy County Public Employees Association, a recognized collective bargaining organization, concerning terms and conditions of employment of the members of the bargaining unit in the Sarpy County Public 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 obligations on Sarpy County and the Sarpy County Public Employees Association.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS that the agreement between Sarpy County and the Sarpy County Public Employees Association, a recognized collective bargaining organization, is hereby approved.

BE IT FURTHER RESOLVED THAT the Chairman of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this board the agreement with the Sarpy County Public Employees Association, 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 21st day of July, 2015.

Attest

SEAL



[Handwritten Signature]
Sarpy County Board Chairman

[Handwritten Signature]
County Clerk

Sarpy County Board of Commissioners

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PAPILLION, NE 68046-2895
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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

July 21, 2015

TO: Sarpy County Board of Commissioners

FROM: Mark Wayne, County Administrator

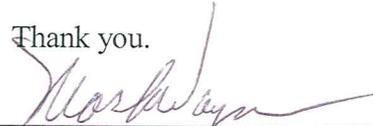
RE: Three-year Agreement with Sarpy County Public Employees Association (SCPEA)

Administration has concluded negotiations and reached agreement with SCPEA for a three-year contract. Attached is a red-line version of the agreement showing the changes along with a clean version. Some of the highlights include:

- Revising/updating definitions to align with the Personnel Rules and Regulations (“PRR”)
- Clarifying that the Clerk’s Office is not included in the bargaining unit
- Allowing employees of the County Attorney’s Diversion Section to carry over forty (40) hours of compensatory time into the next fiscal year.
- Aligning working out of class provisions with the PRR
- Aligning job bidding and probationary period provisions with the PRR
- Increasing the wage schedule by 2% in 2015-2016, 2% in 2016-2017, and 2% in 2017-2018
- Granting four (4) hours on Christmas Eve as a holiday in alignment with the PRR
- Aligning the vacation accrual schedule and maximum accrual amount with the PRR
- Increasing the sick leave accrual amount from 3.692 hours per pay period to 4.0 hours per pay period to align with the PRR
- Eliminating longevity pay for new employees hired after July 1, 2015
- Aligning the educational reimbursement amount with the amounts outlined in the PRR
- Aligning the disciplinary appeal process with the process outlined in the PRR
- Aligning grievance process with the process outlined in the PRR

These changes are similar to the revisions made with the three other collective bargaining units whose contracts were up for renewal.

Please feel free to contact me if you have any questions. Thank you.


Mark Wayne, County Administrator

Cc: Deb Houghtaling, Scott Bovick, Nicole O’Keefe, Bonnie Moore, Tim Ederer, Coli Best

COLLECTIVE BARGAINING AGREEMENT

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

July 1, 2015 – June 30, 2018

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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 Public Employees Association (SCPEA).
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. ELECTED OFFICIAL shall mean the person elected to fill the county office established in state statutes.
9. EMPLOYEE shall mean the Employee of Sarpy County covered by this Collective Bargaining Agreement.
10. COUNTY shall mean County of Sarpy, Nebraska.
11. OFFICE, for the purposes of this Agreement, shall encompass the entire job responsibility for the Elected Officials.
12. OUT-OF-CLASS shall mean performing the majority of essential functions of a job in a higher grade/class.
13. PAID and PAYMENT shall mean to transfer money for an Employee’s work performed or services rendered.

14. PERSONNEL RULES AND REGULATIONS (PRR) shall mean the current Sarpy County Personnel Rules and Regulations approved by the Sarpy County Board of Commissioners.
15. PROMOTION DATE shall be defined as the date the Employee is promoted to a higher classification or grade.
16. RECLASSIFICATION DATE shall mean an assignment of a job to a grade different from the one to which it was previously assigned due to significant changes in the job description.
17. RESIGNATION shall mean a voluntary separation from employment with Sarpy County.
18. RETIREMENT shall be defined according to the Nebraska County Employees' Retirement System definition for retirement eligibility.
19. SCHEDULED SICK LEAVE shall mean sick leave scheduled at least 24 hours prior to the next scheduled shift.
20. 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.
21. SUPERVISORY EMPLOYEE means any public employee having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other public employees, or responsibility to direct them, to adjust their grievances, or effectively to recommend such action, if in connection with such action exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgement.
22. TERMINATION shall mean a non-voluntary separation from employment within Sarpy County.
23. 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.
24. 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 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

This Agreement is made and entered into by the County and the Sarpy County Public Employees Association for the intent of creating and promoting harmonious relations between the County, the bargaining unit and the employees of Sarpy County. 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 of the District Court's Office.

It is the intent of this Agreement to establish a procedure for the resolution of differences between the parties and to set forth the wages, hours and other terms and conditions of employment mutually agreed upon by the parties

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. The County and Elected Official will, when possible, provide timely notification to affected employees prior to implementing changes to policies, procedures and work rules.
- 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, Appendix 1, 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 fifteen (15) days the County or Elected Official has the right to remove the materials from the bulletin boards.

SECTION 3 The Human Resources Department will provide the names of new Employees whose positions are covered by the collective bargaining agreement to the SCPEA President within thirty (30) days of the Employee's start date.

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.

SECTION 5 The County will allow SCPEA unit members to use the County provided email system for the purpose of communicating Association meeting notices.

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, officials, 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, except for employees of the County Attorney's Diversion Section who will be allowed to carry over forty (40) hours of compensatory time into the next fiscal year.
- 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, Department Head or the employees' designated supervisor.
- 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 of Section 1 and Section 2 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.

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 or USERRA 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 13), 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 separate employment for more than thirty (30) calendar days 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) consecutive work days, then, retroactive to the first (1st) day, that Employee shall receive five (5) percent additional compensation over and above that Employee's present rate of pay for all hours worked in such higher classification or position.

ARTICLE 13 JOB BIDDING

- SECTION 1 The Human Resources Department shall post new or vacant positions. Such posting shall be county-wide for five (5) calendar days before the position is awarded. If no qualified Employee from the County bids the position, then the position shall be posted by the Human Resources Department for seven (7) calendar days for bid by outside applicants. However, if a qualified candidate pool is not obtained within the seven (7) calendar day time frame, the Human Resources Department may post the notification for additional calendar 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 forty-five (45) calendar day probationary trial period in which the employee must demonstrate they possess the requisite knowledge, skills, and abilities to perform the duties of the job. If the employee was promoted and fails to perform the duties of the new position during the probationary trial period they

shall be returned to a position comparable to that held immediately prior to the promotion at the current salary of such promotion. If the employee transferred to a new position and fails to perform the duties of the new position during the probationary trial period the employee can request to return to their original position or apply for other current position openings. However, if their original position is not open and there are no other open positions, the employee will be terminated.

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 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, 2015, a 2.0% cost of living adjustment increase across the board effective July 1, 2016, and a 2.0% cost of living adjustment increase across the board effective July 1, 2017.

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.

ARTICLE 16 HOLIDAYS

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

1. New Year's Day	January 1
2. Martin Luther King Day	3 rd Monday in January
3. President's Day	3 rd Monday in February
4. Memorial Day	Last Monday in May
5. Independence Day	July 4 th
6. Labor Day	First Monday in September
7. Columbus Day	Second Monday in October
8. Veteran's Day	November 11 th
9. Thanksgiving Day	Fourth Thursday in November
10. Day after Thanksgiving	Fourth Friday in November
11. Christmas Eve	December 24 th (four hours)
12. Christmas Day	December 25 th

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. To receive holiday pay for Christmas Eve it must fall on a weekday

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

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

ARTICLE 17 VACATION

SECTION 1 From July 1, 2015 through August 31, 2015, the County shall compensate full time Employees with up to 360 hours of vacation time computed as follows:

1-5 years	88 hours vacation	<i>3.385 hrs./pay period</i>
6-9 years	128 hours vacation	<i>4.923 hrs./pay period</i>
10 years	136 hours vacation	<i>5.230 hrs./pay period</i>
11 years	144 hours vacation	<i>5.538 hrs./pay period</i>
12 years	152 hours vacation	<i>5.846 hrs./pay period</i>
13 years	160 hours vacation	<i>6.153 hrs./pay period</i>
14 years	168 hours vacation	<i>6.461 hrs./pay period</i>
15 years	176 hours vacation	<i>6.769 hrs./pay period</i>
20 years	188 hours vacation	<i>7.231 hrs./pay period</i>

Effective September 1, 2015, the County shall compensate full time Employees with up to 360 hours of vacation time computed as follows:

1-5 years	88 hours vacation	<i>3.385 hrs./pay period</i>
6-9 years	128 hours vacation	<i>4.923 hrs./pay period</i>
10 years	136 hours vacation	<i>5.230 hrs./pay period</i>
11 years	144 hours vacation	<i>5.538 hrs./pay period</i>
12 years	152 hours vacation	<i>5.846 hrs./pay period</i>
13 years	160 hours vacation	<i>6.153 hrs./pay period</i>
14 years	168 hours vacation	<i>6.461 hrs./pay period</i>
15-19 years	176 hours vacation	<i>6.769 hrs./pay period</i>
20-24 years	188 hours vacation	<i>7.231 hrs./pay period</i>
25-29 years	196 hours vacation	<i>7.538 hrs./pay period</i>
30 or more years	204 hours vacation	<i>7.846 hrs./pay period</i>

The amount of leave Employees' request for vacation shall not exceed the amount of vacation balance they will have accrued by the date of the vacation leave. 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 Part-time employees, in an active status, shall accrue vacation time at the "Accrual Per Pay Period" level associated with their years of service (as outlined in Section 1) for every 80 hours worked.

SECTION 3 Vacation may be taken at a minimum of one-quarter (1/4) hour and a maximum of the total vacation accumulated.

- SECTION 4 Employees may only accumulate a maximum of 360 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.
- SECTION 5 Upon separation the Employee 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 6 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:

From July 1, 2015 through August 31, 2015:

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.

Effective September 1, 2015:

1. Full-time Employees will accrue sick pay benefits at a rate of 4.0 hours per payroll period (104 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 4.0 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 (current spouse, child(ren), mother/father, and mother/father-in-law) where the Employee's attendance is required. Only forty (40) hours per fiscal year of the Employee's sick time may be used for immediate family 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.

Employees who have a surgical procedure, injury, or extended illness are required to present a Fitness for Duty Form to the Human Resources Department for processing prior to their return to work. In those instances where restrictions exist,

the Elected Official will determine whether restrictions can be reasonably accommodated.

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.

Sick leave may be denied when the County has facts showing employees are abusing their sick leave. Sick leave shall not be used for any other purpose than outlined in this Article. Improper use of sick leave may subject the employee to discipline.

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 shall be paid one-fourth ($\frac{1}{4}$) 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 shall be paid one-half ($\frac{1}{2}$) 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 current family member group: spouse, parent, sibling 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 current family member group:; grandparent, grandchildren, parent-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 current family member group: aunts, uncles, nephews, nieces and the following in-laws; grandparent, 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 one-way to the funeral or memorial service site is involved for those relatives listed in A and B above. Notification to the Elected Official 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.

SECTION 4 See details on Military Leave in the Personnel Rules and Regulations

ARTICLE 20 LONGEVITY

SECTION 1 In addition to the regular compensation, and for this contract, full time Employees hired before July 1, 2015 shall annually receive longevity payment based upon the total length of continuous service at full-time status with the County. Employees hired by the County after July 1, 2015 shall not be eligible to receive longevity pay. 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:

	<u>AMOUNTS</u>
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, the employee shall contact the Human Resources Department to discuss the options available to the employee.

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.

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 the Long Term Disability Insurance Policy for further information).

SECTION 7 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. The purpose of this Article is to foster a learning environment and provide educational opportunities that are mutually beneficial to the employees and the County and will encourage eligible employees to participate in education programs which will further their skills and knowledge for use in their current position or for use in a possible future position of greater responsibility.

The Educational Reimbursement Program shall be a plan as provided for in Section 127 of the Internal Revenue Code of 1986, as amended (the "Code") and shall be construed consistently with the requirements of Section 127. Amounts paid for tuition reimbursement meeting the requirements of Section 127 of the IRS Tax Code are not included in an Employee's income or subject to income tax withholding up to a maximum of \$5,250 annually. If subsequent tax law changes fail to continue the tax-free treatment, or in any way modify its treatment, appropriate adjustments in tax withholding will be made from the effective date of the change.

This Article does not apply to training seminars, conferences, workshops, etc.

SECTION 2. A. Eligibility

1. Employees must be a full-time tenured employee as of the date the course begins.
2. Employees must be actively working for the County as of the date the course is completed.
3. The course schedule and study time must not be in conflict with the Employee work schedule.
4. Employees must take the course at one of the following types of accredited institutions:
 - Technical Institutes (trade schools)
 - Colleges or Universities
 - On-line courses

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

5. For employees taking graduate level courses, the course for which reimbursement is sought must be on leading to a graduate degree in a course of study in which the Employee is enrolled.

B. Reimbursement Terms

The County will reimburse employees as follows:

1. Up to 90% of the cost of tuition, required books, and class-associated fees for:
 - Approved technical or undergraduate level courses up to a maximum of \$2,000 per fiscal year, or
 - Approved graduate level courses up to a maximum of \$2,500 per fiscal year.
2. Supplies and other fees and charges will not be reimbursed.
3. Employees shall be entitled to reimbursement if they have complied with all provisions of this Regulation and receive a letter grade of A, B, or C.
4. Only tuition, required books, and class-associated fees actually incurred by employees are eligible for reimbursement. For example, funds received through grants, scholarships, or other waivers for these expenses will not be eligible for reimbursement.

C. Application and Reimbursement Procedures

1. Before enrollment in a course, employees must submit to their Department Head a completed Education Reimbursement Application.

2. The completed and authorized application needs to be transmitted to the Human Resources Department for processing and determination if the application satisfies the eligibility criteria.
 - If the application is denied, the Human Resources Department shall notify the applicant in writing as to the reasons.
 - If the application is approved, the Human Resources Department will return the application form to the employee indicating approval. This application must be retained by employees and resubmitted to receive reimbursement.
3. To receive reimbursement, employees must submit within 60 calendar days of the course completion date to the Human Resources Department their:
 - Grades,
 - Proof of payment of tuition and course-related fees,
 - Receipts for required books, and
 - The application.
4. Employees who voluntarily separate service or are dismissed within 12 months after receiving reimbursement, shall repay the County for reimbursements received in the prior 12 months. By accepting the reimbursement under this Regulation, employees authorize the deduction of reimbursements, which must be repaid from their final paycheck. If repayment is not fully paid from their final paycheck, employees shall immediately pay the County the remaining reimbursement.
5. Portions of reimbursement that exceed the fiscal year maximum cannot be carried over to the subsequent fiscal year.

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 probationary period as outlined in PRR Rule 5 Regulation 1 “Introductory Probationary Periods” not to exceed one year. During the introductory probationary 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.

SECTION 4 Employees may appeal directly to the Personnel Policy Board the following actions:

- A. Receipt of three (3) written reprimands, involving the same subject matter, within a 12 consecutive-month period,
- B. Suspension,
- C. Demotion for cause, and
- D. Dismissal.

Employees shall present their Appeal Form to the Human Resources Director within 15 calendar days from the date on which they became aware of or should have reasonably been aware of the incident giving rise to the Appeal.

The Personnel Policy Board shall hold a Hearing within 30 calendar days, insofar as a quorum can be established, in accordance with *Rule 1: General Provisions, Regulation 4: Personnel Policy Board Hearings of the PRR.*

The decision of the Board shall be final and binding on all parties; however, this does not prevent either party from pursuing further actions as allowed for by law.

Any time limitations provided under this Regulation may be waived or extended in accordance with *Rule 1: General Provisions, Regulation 4: Personnel Policy Board Hearings of the PRR.*

ARTICLE 24 FORMAL GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1 Informal Complaints. When employees feel dissatisfied with an aspect of employment over which they have no control and when they desire remedial action, they are encouraged to present the problem informally to their immediate supervisor. If not resolved at this level, employees can discuss the matter with their chain of command or file a grievance.

Employees shall be assured freedom from discrimination, coercion, restraint, or reprisal in presenting complaints.

This Article shall not suspend time limitations for the filing of a grievance or appeal.

SECTION 2 Grievance Procedure. Employees shall have an opportunity to formally address non-disciplinary issues arising out of the PRR, County policies, and/or collective bargaining agreements.

The Grievance Procedure set forth herein is designed to preserve harmony and friendly relations between the County and its employees. Furthermore, the Grievance Procedure provides a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or retaliation against those employees who submit, consider submitting, or are involved in a grievance procedure.

This Article shall not be used to change any portions of the Agreement or the PRR.

A grievance is defined to be any disagreement concerning the interpretation or application of the specific and expressed provisions or terms of County policies, collective bargaining agreements, or the PRR not relating to discipline. Disagreements relating to the substantive terms or provisions of the PRR, County policies, or collective bargaining agreements shall not be considered grievances. *Refer to Rule 1: County Civil Service Act General Provisions, Regulation 1: Intent and Purpose of the PRR.*

Employees, or their representative, may withdraw a grievance at any time during this Grievance Procedure. Such withdrawal shall be indicated on the Grievance Form.

Any time limitations for this Article may be waived or extended in writing by mutual agreement of the parties involved.

Employees choosing to file a grievance are to complete a Grievance Form. When filling out the form, the following information must be stated with reasonable clarity:

- A. Nature of the grievance,
- B. Act or acts of commission or omission,
- C. Date of the act or acts,
- D. Identity of the party or parties who claim to be aggrieved,
- E. Identify of the party or parties alleged to have caused the grievance,
- F. Specific provisions of the PRR, County policies, and collective bargaining agreements that are alleged to have been violated, and
- G. Remedy sought.

Grievances shall be processed in the following manner:

Step 1: Aggrieved employees shall present the Grievance Form to their Elected Official within 15 calendar days from the date on which they became aware of or should reasonably have been aware of the incident giving rise to the grievance.

The Elected Official shall address the nature of the grievance and note the specific reason for accepting or denying the grievance by writing their response on the Grievance Form. The Elected Official will return the signed form to the aggrieved employee within 15 calendar days. The Elected Official will forward a copy of the completed form to the Human Resources Department to be placed in the employee's civil service personnel file.

Step 2: If satisfactory settlement is not reached under Step 1, aggrieved employees, or their representative, or the Elected Official shall submit the Grievance Form to the Human Resources Director for appeal to the Personnel Policy Board. This submission must occur within 15 calendar days from the date the employee receives the Elected Official's response in accordance with Step 1.

The Board shall hold a Hearing on the matter within 30 calendar days, insofar as a quorum can be achieved, after receipt of the grievance by the Human Resources Director. Refer to *Rule 1: General Provisions, Regulation 4: Personnel Policy Board Hearings of the PRR* for specific details.

The decision of the Board shall be final and binding on all parties; however, this does not prevent either party from pursuing further actions as allowed for by law.

- SECTION 3 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 Agreement.
- SECTION 4 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 5 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 6 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.
- SECTION 7 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 8 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 or disposition of any grievance.

ARTICLE 25 DRUG/ALCOHOL TESTING POLICY

For current policy refer to the PRR Rule 2 Regulation 4.

ARTICLE 26 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, 2015 until June 30, 2018**, and thereafter for successive one (1) year periods, unless one of the parties hereto on or before March 1, **2018**, 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.

SECTION 2 This Agreement can only be modified or amended after agreement is reached by both the SCPEA and the County.

IN WITNESS WHEREOF the parties hereto have set their hand this 21st day of July, 2015.



Sarpy County Public Employees Association



Sarpy County Board Chair

APPROVED AS TO FORM:



County Attorney

Appendix 1

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
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Address:

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.

_____ Authorize Deduction

_____ Revoke Authorization of Deduction

Date

Employee Signature

Appendix 2

Wage Structure (Salary Schedule)

GRADE	ADJ	FY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
15		14-15	\$28.803	\$29.898	\$31.034	\$32.213	\$33.437	\$34.708	\$36.027	\$37.396	\$38.817
	2.00%	15-16	\$28.868	\$30.496	\$31.655	\$32.857	\$34.106	\$35.402	\$36.748	\$38.144	\$39.593
	2.00%	16-17	\$28.868	\$31.106	\$32.288	\$33.514	\$34.788	\$36.110	\$37.482	\$38.907	\$40.385
	2.00%	17-18	\$28.868	\$31.728	\$32.934	\$34.185	\$35.484	\$36.832	\$38.232	\$39.685	\$41.193
14	N/A	14-15	\$26.670	\$27.683	\$28.735	\$29.827	\$30.961	\$32.137	\$33.358	\$34.626	\$35.942
	2.00%	15-16	\$27.203	\$28.237	\$29.310	\$30.424	\$31.580	\$32.780	\$34.025	\$35.319	\$36.661
	2.00%	16-17	\$27.747	\$28.801	\$29.896	\$31.032	\$32.212	\$33.435	\$34.706	\$36.025	\$37.394
	2.00%	17-18	\$28.302	\$29.377	\$30.494	\$31.653	\$32.856	\$34.104	\$35.400	\$36.745	\$38.142
13		14-15	\$24.694	\$25.633	\$26.607	\$27.618	\$28.667	\$29.756	\$30.887	\$32.061	\$33.279
	2.00%	15-16	\$25.188	\$26.146	\$27.139	\$28.170	\$29.240	\$30.351	\$31.505	\$32.702	\$33.945
	2.00%	16-17	\$25.692	\$26.669	\$27.682	\$28.734	\$29.825	\$30.958	\$32.135	\$33.356	\$34.623
	2.00%	17-18	\$26.205	\$27.202	\$28.236	\$29.308	\$30.422	\$31.577	\$32.778	\$34.023	\$35.316
12		14-15	\$22.865	\$23.734	\$24.635	\$25.572	\$26.543	\$27.552	\$28.599	\$29.686	\$30.814
	2.00%	15-16	\$23.322	\$24.209	\$25.128	\$26.083	\$27.074	\$28.103	\$29.171	\$30.280	\$31.430
	2.00%	16-17	\$23.789	\$24.693	\$25.630	\$26.605	\$27.615	\$28.665	\$29.754	\$30.885	\$32.059
	2.00%	17-18	\$24.265	\$25.187	\$26.143	\$27.137	\$28.168	\$29.238	\$30.349	\$31.503	\$32.700
11		14-15	\$20.774	\$21.564	\$22.383	\$23.234	\$24.117	\$25.033	\$25.984	\$26.972	\$27.997
	2.00%	15-16	\$21.189	\$21.995	\$22.831	\$23.699	\$24.599	\$25.534	\$26.504	\$27.511	\$28.557
	2.00%	16-17	\$21.613	\$22.435	\$23.287	\$24.173	\$25.091	\$26.044	\$27.034	\$28.062	\$29.128
	2.00%	17-18	\$22.046	\$22.884	\$23.753	\$24.656	\$25.593	\$26.565	\$27.574	\$28.623	\$29.711
10		14-15	\$19.143	\$19.870	\$20.625	\$21.409	\$22.222	\$23.067	\$23.943	\$24.853	\$25.798
	2.00%	15-16	\$19.526	\$20.267	\$21.038	\$21.837	\$22.666	\$23.528	\$24.422	\$25.350	\$26.314
	2.00%	16-17	\$19.916	\$20.673	\$21.458	\$22.274	\$23.120	\$23.999	\$24.910	\$25.857	\$26.840
	2.00%	17-18	\$20.315	\$21.086	\$21.887	\$22.719	\$23.582	\$24.479	\$25.409	\$26.374	\$27.377
9		14-15	\$17.886	\$18.566	\$19.271	\$20.004	\$20.764	\$21.553	\$22.372	\$23.222	\$24.104
	2.00%	15-16	\$18.244	\$18.937	\$19.656	\$20.404	\$21.179	\$21.984	\$22.819	\$23.686	\$24.586
	2.00%	16-17	\$18.609	\$19.316	\$20.050	\$20.812	\$21.603	\$22.424	\$23.276	\$24.160	\$25.078
	2.00%	17-18	\$18.981	\$19.702	\$20.451	\$21.228	\$22.035	\$22.872	\$23.741	\$24.643	\$25.579
8		14-15	\$16.497	\$17.124	\$17.775	\$18.450	\$19.151	\$19.879	\$20.634	\$21.418	\$22.232
	2.00%	15-16	\$16.827	\$17.466	\$18.131	\$18.819	\$19.534	\$20.277	\$21.047	\$21.846	\$22.677
	2.00%	16-17	\$17.163	\$17.816	\$18.493	\$19.195	\$19.925	\$20.682	\$21.468	\$22.283	\$23.130
	2.00%	17-18	\$17.507	\$18.172	\$18.863	\$19.579	\$20.323	\$21.096	\$21.897	\$22.729	\$23.593
7		14-15	\$14.868	\$15.433	\$16.019	\$16.628	\$17.260	\$17.916	\$18.597	\$19.303	\$20.037
	2.00%	15-16	\$15.165	\$15.742	\$16.339	\$16.961	\$17.605	\$18.274	\$18.969	\$19.689	\$20.438
	2.00%	16-17	\$15.469	\$16.056	\$16.666	\$17.300	\$17.957	\$18.640	\$19.348	\$20.083	\$20.846
	2.00%	17-18	\$15.778	\$16.378	\$16.999	\$17.646	\$18.316	\$19.013	\$19.735	\$20.484	\$21.263
6		14-15	\$13.711	\$14.232	\$14.773	\$15.334	\$15.917	\$16.521	\$17.149	\$17.801	\$18.477
	2.00%	15-16	\$13.985	\$14.517	\$15.068	\$15.641	\$16.235	\$16.851	\$17.492	\$18.157	\$18.847
	2.00%	16-17	\$14.265	\$14.807	\$15.370	\$15.953	\$16.560	\$17.188	\$17.842	\$18.520	\$19.223
	2.00%	17-18	\$14.550	\$15.103	\$15.677	\$16.273	\$16.891	\$17.532	\$18.199	\$18.891	\$19.608

Appendix 3

Job Listing

Account Clerk II	Legal Assistant
Accounting Technician	Legal Assistant/Bookkeeper
Administrative Assistant	Legal Support Specialist
Case Analyst I	Litigation Support Specialist
Clerical Support Specialist	Mental Health Program Manager
Clerk Typist III	Secretary II
Journal Clerk	Secretary/Receptionist I
Administrative Assistant III	Sr Diversion Officer
Appraiser I	Teen Court Coordinator/Diversion Officer
Appraiser II	Victim Witness Advocate
Appraiser III	Account Clerk II
Assessor Support Technician	Account Clerk III
Lead Appraiser	Assistant Motor Vehicle Supervisor
Clerk III	Clerk Cashier II
Data Entry Clerk	Clerk Cashier III
Personal Property Supervisor	Motor Vehicle Specialist
Real Estate Mapping Specialist	Title Specialist III
Real Estate Records Supervisor	Election Administrative Assistant
Real Property Data Collector	Election Resource Specialist
Administrative Assistant	Election Supervisor
Administrative Legal Assistant	Elections Coordinator
Administrative Operations Manager	Jury Coordinator
Child Support Officer	Secretary I
Child Support Specialist	Administrative Assistant II
Confidential Administrative Assistant	Administrative Operations Manager
Diversion Officer	Assistant Office Manager
Document Specialist	Secretary II
File Clerk	Real Estate Recorder Specialist
Juvenile Crime Victim Advocate	Sr Real Estate Recorder Spec
Lead Operations Assistant	

COLLECTIVE BARGAINING AGREEMENT

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

July 1, 201~~5~~⁴ – June 30, 201~~8~~⁵

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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 Public Employees Association (SCPEA).
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. OFFICE, for the purposes of this Agreement, shall encompass the entire job responsibility for the Elected Officials.
13. OUT-OF-CLASS shall mean performing the majority of essential functions of a job in a higher grade/class.
- 12-14. PAID and PAYMENT shall mean to transfer money for an Employee's work performed or services rendered.

- ~~13.15.~~ PERSONNEL RULES AND REGULATIONS (PRR) POLICY MANUAL shall mean the current Sarpy County Personnel Rules and Regulations Civil Service Policy Manual approved by the Sarpy County Board of Commissioners.
- ~~14.16.~~ PROMOTION DATE shall be defined as the date the Employee is promoted to a higher classification or new grade.
- ~~15.17.~~ RECLASSIFICATION DATE shall mean an assignment of a job to a grade different from the one to which it was previously assigned the date a position was evaluated and changed due to significant changes in the essential job description duties.
- ~~16.18.~~ RESIGNATION shall mean a voluntary separation from employment with Sarpy County.
- ~~17.19.~~ RETIREMENT shall be defined according to the Nebraska County Employees' Retirement System definition for retirement eligibility.
- ~~18.20.~~ SCHEDULED SICK LEAVE shall mean sick leave scheduled at least 24 hours prior to the next scheduled shift.
- ~~19.21.~~ 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.~~
- ~~20.22.~~ SUPERVISORY EMPLOYEE means any public employee having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other public employees, or responsibility to direct them, to adjust their grievances, or effectively to recommend such action, if in connection with such action exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgement. 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.
- ~~21.23.~~ TERMINATION shall mean a non-voluntary separation from employment within Sarpy County.
- ~~22.24.~~ 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.
- ~~23.25.~~ 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

This Agreement is made and entered into by the County and the Sarpy County Public Employees Association for the intent of creating and promoting harmonious relations between the County, the bargaining unit and the employees of Sarpy County. 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.

It is the intent of this Agreement to establish a procedure for the resolution of differences between the parties and to set forth the wages, hours and other terms and conditions of employment mutually agreed upon by the parties

~~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. The County and Elected Official will, when possible, provide timely notification to affected employees prior to implementing changes to policies, procedures and work rules.

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, Appendix 1, 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 fifteen (15)~~sixty (60)~~ days the County or Elected Official has the right to remove the materials from the bulletin boards.

SECTION 3 The Human Resources Department will provide the names of new Employees whose positions are covered by the collective bargaining agreement to the SCPEA President within thirty (30) days of the Employee's start date.

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.

SECTION 5 The County will allow SCPEA unit members to use the County provided email system for the purpose of communicating Association meeting notices.

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, officials, 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, except for employees of the County Attorney's Diversion Section who will be allowed to carry over forty (40) hours of compensatory time into the next fiscal year.
- 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, Department Head or the employees' designated supervisor.
- 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 of Section 1 and Section 2 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 or USERRA 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 13~~6~~), 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 ~~separate terminate~~ employment for more than thirty (30) calendar days 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) consecutive work days ~~within any 30-day period~~, then, retroactive to the first (1st) day beginning the sixth (6th) work day, that Employee shall receive five (5)~~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 county-wide for at least five (5) ~~and not more than ten (10)~~ calendar days before the position is awarded. If no qualified ~~Employee~~ from the County Office bids the position, then the position shall be posted by the Human Resources Department for seven (7) at least five (5) and not more than ten (10) business calendar days for bid by ~~other County Employees or~~ outside applicants. However, if a qualified candidate pool is not obtained within the seven (7) ten (10) business calendar day time frame, the Human Resources Department may post the notification for ~~an additional calendar 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 forty-five (45) calendar day probationary trial period in which the employee must demonstrate they possess the requisite knowledge, skills, and abilities to perform the duties of the job. If the employee was promoted and fails to perform the duties of the new position during the probationary trial period they shall be returned to a position comparable to that held immediately prior to the promotion at the current salary of such promotion. If the employee transferred to a new position and fails to perform the duties of the new position during the probationary trial period the employee can request to return to their original position or apply for other current position openings. However, if their original

~~position is not open and there are no other open positions, the employee will be terminated. 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%2.0%~~ cost of living adjustment increase across the board effective July 1, 2015, a 2.0% cost of living adjustment increase across the board effective July 1, 2016, and a 2.0% cost of living adjustment increase across the board effective July 1, 2017.

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 Board of Commissioners, the following are paid holidays for all Employees:

1. New Year's Day	January 1
2. Martin Luther King Day	3 rd Monday in January
3. President's Day	3 rd Monday in February
4. Memorial Day	Last Monday in May
5. Independence Day	July 4 th
6. Labor Day	First Monday in September
7. Columbus Day	Second Monday in October
8. Veteran's Day	November 11 th
9. Thanksgiving Day	Fourth Thursday in November
<u>10. Day after Thanksgiving</u>	<u>Fourth Friday in November</u>
10-11. Christmas Eve	December 24th (four hours)
11-12. 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. To receive holiday pay for Christmas Eve it must fall on a weekday

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 From July 1, 2015 through August 31, 2015, tThe County shall compensate full

time Employees with up to ~~360~~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

Effective September 1, 2015, ~~t~~The County shall compensate full time Employees with up to ~~360~~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- <u>19</u> years	176 hours vacation	6.769 hrs./pay period
20- <u>24</u> years	188 hours vacation	7.231 hrs./pay period
<u>25-29 years</u>	<u>196 hours vacation</u>	<u>7.538 hrs./pay period</u>
<u>30 or more years</u>	<u>204 hours vacation</u>	<u>7.846 hrs./pay period</u>

The amount of leave Employees' request for vacation shall not exceed the amount of vacation balance they will have accrued by the date of the vacation leave.
 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 Part-time employees, in an active status, shall accrue vacation time at the "Accrual Per Pay Period" level associated with their years of service (as outlined in Section 1) for every 80 hours worked.

SECTION ~~23~~ Vacation may be taken at a minimum of one-~~quarter (1/4)~~-~~half (1/2)~~ hour and a maximum of the total vacation accumulated.

SECTION ~~34~~ Employees may only accumulate a maximum of ~~360~~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 45 Upon ~~separation, 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 65 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:

From July 1, 2015 through August 31, 2015:

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.

Effective September 1, 2015:

1. Full-time Employees will accrue sick pay benefits at a rate of ~~4.03.692~~ hours per payroll period (~~10496~~ 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 ~~4.03.692~~ 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 (current spouse, child(ren), mother/father, and mother/father-in-law) where the Employee's attendance is required. Only forty (40)~~twenty (20)~~ hours per fiscal year of the Employee's sick time may be used for immediate family~~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.

Employees who have a surgical procedure, injury, or extended illness are required to present a Fitness for Duty Form to the Human Resources Department for processing prior to their return to work. In those instances where restrictions exist, the Elected Official will determine whether restrictions can be reasonably accommodated.

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.

Sick leave may be denied when the County has facts showing employees are abusing their sick leave. Sick leave shall not be used for any other purpose than outlined in this Article. Improper use of sick leave may subject the employee to discipline.

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 ($\frac{1}{4}$) 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 ($\frac{1}{2}$) 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 current family member group: spouse, parent, sibling 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 current family member group: ~~father; mother; sister; brothers;~~ grandparent~~mother, grandfather,~~ grandchildren, parent~~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 current family member group: aunts, uncles, nephews, nieces and the following in-laws; grandparent~~father, 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 one-way to the funeral or memorial service site is involved for those relatives listed in A and B above. Notification to the Elected Official~~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.

SECTION 4 See details on Military Leave in the Personnel Rules and Regulations

ARTICLE 20 LONGEVITY

SECTION 1 In addition to the regular compensation, and for this contract, full time Employees hired before July 1, 2015 shall annually receive longevity payment based upon the total length of continuous service at full-time status with the County. Employees hired by the County after July 1, 2015 shall not be eligible to receive longevity pay. 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:

	<u>AMOUNTS</u>
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, the employee shall contact the Human Resources Department to discuss the options available to the employee.~~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 ~~the Personnel Policy Manual~~, Long Term Disability Insurance Policy 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. The purpose of this Article is to foster a learning environment and provide educational opportunities that are mutually beneficial to the employees and the County and will encourage eligible employees to participate in education programs

which will further their skills and knowledge for use in their current position or for use in a possible future position of greater responsibility.

The Educational Reimbursement Program shall be a plan as provided for in Section 127 of the Internal Revenue Code of 1986, as amended (the "Code") and shall be construed consistently with the requirements of Section 127. Amounts paid for tuition reimbursement meeting the requirements of Section 127 of the IRS Tax Code are not included in an Employee's income or subject to income tax withholding up to a maximum of \$5,250 annually. If subsequent tax law changes fail to continue the tax-free treatment, or in any way modify its treatment, appropriate adjustments in tax withholding will be made from the effective date of the change.

This Article does not apply to training seminars, conferences, workshops, etc.

SECTION 2. A. Eligibility

1. Employees must be a full-time tenured employee as of the date the course begins.
2. Employees must be actively working for the County as of the date the course is completed.
3. The course schedule and study time must not be in conflict with the Employee work schedule.
4. Employees must take the course at one of the following types of accredited institutions:
 - Technical Institutes (trade schools)
 - Colleges or Universities
 - On-line courses

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

5. For employees taking graduate level courses, the course for which reimbursement is sought must be on leading to a graduate degree in a course of study in which the Employee is enrolled.

B. Reimbursement Terms

The County will reimburse employees as follows:

1. Up to 90% of the cost of tuition, required books, and class-associated fees for:
 - Approved technical or undergraduate level courses up to a maximum of \$2,000 per fiscal year, or
 - Approved graduate level courses up to a maximum of \$2,500 per fiscal year.

2. Supplies and other fees and charges will not be reimbursed.
3. Employees shall be entitled to reimbursement if they have complied with all provisions of this Regulation and receive a letter grade of A, B, or C.
4. Only tuition, required books, and class-associated fees actually incurred by employees are eligible for reimbursement. For example, funds received through grants, scholarships, or other waivers for these expenses will not be eligible for reimbursement.

C. Application and Reimbursement Procedures

1. Before enrollment in a course, employees must submit to their Department Head a completed *Education Reimbursement Application*.
2. The completed and authorized application needs to be transmitted to the Human Resources Department for processing and determination if the application satisfies the eligibility criteria.
 - If the application is denied, the Human Resources Department shall notify the applicant in writing as to the reasons.
 - If the application is approved, the Human Resources Department will return the application form to the employee indicating approval. This application must be retained by employees and resubmitted to receive reimbursement.
3. To receive reimbursement, employees must submit within 60 calendar days of the course completion date to the Human Resources Department their:
 - Grades,
 - Proof of payment of tuition and course-related fees,
 - Receipts for required books, and
 - The application.
4. Employees who voluntarily separate service or are dismissed within 12 months after receiving reimbursement, shall repay the County for reimbursements received in the prior 12 months. By accepting the reimbursement under this Regulation, employees authorize the deduction of reimbursements, which must be repaid from their final paycheck. If repayment is not fully paid from their final paycheck, employees shall immediately pay the County the remaining reimbursement.
5. Portions of reimbursement that exceed the fiscal year maximum cannot be carried over to the subsequent fiscal year.

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 probationary period as outlined in PRR Rule 5 Regulation 1 “Introductory Probationary Periods” not to exceed one year, of 180 days. During the introductory probationary 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.

SECTION 4 Employees may appeal directly to the Personnel Policy Board the following actions:

- A. Receipt of three (3) written reprimands, involving the same subject matter, within a 12 consecutive-month period,
- B. Suspension,
- C. Demotion for cause, and
- D. Dismissal.

Employees shall present their *Appeal Form* to the Human Resources Director within 15 calendar days from the date on which they became aware of or should have reasonably been aware of the incident giving rise to the Appeal.

The Personnel Policy Board shall hold a Hearing within 30 calendar days, insofar as a quorum can be established, in accordance with *Rule 1: General Provisions, Regulation 4: Personnel Policy Board Hearings of the PRR.*

The decision of the Board shall be final and binding on all parties; however, this does not prevent either party from pursuing further actions as allowed for by law.

Any time limitations provided under this Regulation may be waived or extended in accordance with *Rule 1: General Provisions, Regulation 4: Personnel Policy Board Hearings of the PRR.*

ARTICLE 24 FORMAL GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1 Informal Complaints. When employees feel dissatisfied with an aspect of employment over which they have no control and when they desire remedial action, they are encouraged to present the problem informally to their immediate supervisor. If not resolved at this level, employees can discuss the matter with their chain of command or file a grievance.

Employees shall be assured freedom from discrimination, coercion, restraint, or reprisal in presenting complaints.

This Article shall not suspend time limitations for the filing of a grievance or appeal.

SECTION 2 Grievance Procedure. Employees shall have an opportunity to formally address non-disciplinary issues arising out of the PRR, County policies, and/or collective bargaining agreements.

The Grievance Procedure set forth herein is designed to preserve harmony and friendly relations between the County and its employees. Furthermore, the Grievance Procedure provides a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or retaliation against those employees who submit, consider submitting, or are involved in a grievance procedure.

This Article shall not be used to change any portions of the Agreement or the PRR.

A grievance is defined to be any disagreement concerning the interpretation or application of the specific and expressed provisions or terms of County policies, collective bargaining agreements, or the PRR not relating to discipline. Disagreements relating to the substantive terms or provisions of the PRR, County policies, or collective bargaining agreements shall not be considered grievances. Refer to Rule 1: County Civil Service Act General Provisions, Regulation 1: Intent and Purpose of the PRR.

Employees, or their representative, may withdraw a grievance at any time during this Grievance Procedure. Such withdrawal shall be indicated on the *Grievance Form*.

Any time limitations for this Article may be waived or extended in writing by mutual agreement of the parties involved.

Employees choosing to file a grievance are to complete a *Grievance Form*. When filling out the form, the following information must be stated with reasonable clarity:

- A. Nature of the grievance,
- B. Act or acts of commission or omission,
- C. Date of the act or acts,
- D. Identity of the party or parties who claim to be aggrieved,
- E. Identify of the party or parties alleged to have caused the grievance,
- F. Specific provisions of the PRR, County policies, and collective bargaining agreements that are alleged to have been violated, and
- G. Remedy sought.

Grievances shall be processed in the following manner:

Step 1: Aggrieved employees shall present the *Grievance Form* to their Elected Official within 15 calendar days from the date on which they became aware of or should reasonably have been aware of the incident giving rise to the grievance.

The Elected Official shall address the nature of the grievance and note the specific reason for accepting or denying the grievance by writing their response on the *Grievance Form*. The Elected Official will return the signed form to the aggrieved employee within 15 calendar days. The Elected Official will forward a copy of the completed form to the Human Resources Department to be placed in the employee's civil service personnel file.

Step 2: If satisfactory settlement is not reached under Step 1, aggrieved employees, or their representative, or the Elected Official shall submit the *Grievance Form* to the Human Resources Director for appeal to the Personnel Policy Board. This submission must occur within 15 calendar days from the date the employee receives the Elected Official's response in accordance with Step 1.

The Board shall hold a Hearing on the matter within 30 calendar days, insofar as a quorum can be achieved, after receipt of the grievance by the Human Resources Director. Refer to *Rule 1: General Provisions, Regulation 4: Personnel Policy Board Hearings of the PRR* for specific details.

The decision of the Board shall be final and binding on all parties; however, this does not prevent either party from pursuing further actions as allowed for by law.

~~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 ~~4~~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 ~~Agreement~~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 ~~a~~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 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.
- 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 256 DRUG/ALCOHOL TESTING POLICY

For current policy refer to the PRR Rule 2 Regulation 4 Personnel Policy Manual available on the Intranet.

ARTICLE 267 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, 20154 until June 30, 20185, and thereafter for successive one (1) year periods, unless one of the parties hereto on or before March 1December 1, 20184, 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.

SECTION 2 This Agreement can only be modified or amended after agreement is reached by both the SCPEA and the County.

IN WITNESS WHEREOF the parties hereto have set their hand this ____ day of _____, 20____.

Sarpy County Public Employees Association

Sarpy County Board Chair

APPROVED AS TO FORM: _____
County Attorney

Appendix 1

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.

_____ Authorize Deduction

_____ Revoke Authorization of Deduction

Date

Employee Signature

Appendix 2

Wage Structure (Salary Schedule)

Appendix 3

Job Listing