

**BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA**

**RESOLUTION APPROVING AND AUTHORIZING THE CHAIR TO SIGN
ADDENDUM TO 2015-2018 AGREEMENT WITH FRATERNAL ORDER OF POLICE,
SARPY LODGE NO. 3, COMMUNICATIONS DEPARTMENT**

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;

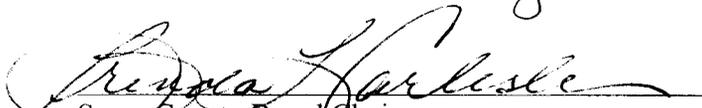
WHEREAS, pursuant to Neb. Rev. Stat. § 23-103 the powers of the County as a body are exercised by the County Board;

WHEREAS, the County previously entered into an agreement on July 21, 2015 with the Fraternal Order of Police, Sarpy County Lodge #3, Communications Department (hereinafter "FOP"), concerning terms and conditions of employment of the members of that bargaining unit for fiscal year 2015 through 2018 ("Agreement"); and,

WHEREAS, the parties are desirous of amending the provisions of said Agreement by addendum, a copy of which is attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and authorizes the Board Chair and County Clerk to sign Exhibit A, and any other related documents, the same being approved by the Board.

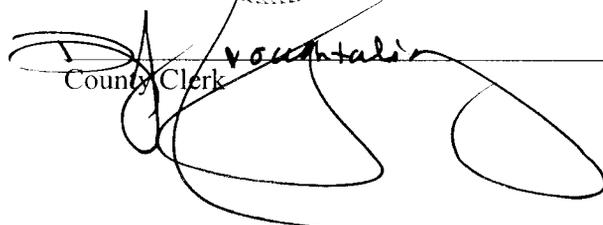
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 25th day of August, 2015.


Sarpy County Board Chair

Attest:

SEAL




County Clerk

Sarpy County Board of Commissioners

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

www.sarpy.com

ADMINISTRATOR Mark Wayne

DEPUTY ADMINISTRATOR Scott Bovick

FISCAL ADMIN./PURCHASING AGT. Brian Hanson



COMMISSIONERS

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

MEMO

August 25, 2015

TO: Sarpy County Board of Commissioners

FROM: Scott Bovick, Deputy County Administrator

RE: Resolution amending 2015-2018 agreement with Fraternal Order of Police (FOP) Lodge 3, Communications

This Resolution requests the County Board amend the recently approved FOP Communications agreement to correct some errors within the vacation leave section of the contract.

During negotiations the County proposed some changes to the vacation leave accrual schedule but in the end the parties agreed to retain the existing schedule. Unfortunately, some of the County's proposals were not removed before the final version of the contract was prepared.

Additionally, the FOP requested that vacation bumping be prohibited within 60 days of the employee's requested leave, rather than the existing 45 days in the agreement. This change will allow employees to have 60 days' notice that they will not be bumped from their vacation leave.

Exhibit A is the addendum to the contract and I have also attached a red-line version showing the revisions that need to be made to accurately reflect the agreement between the County and the FOP.

The FOP Communications bargaining unit has reviewed the addendum and is in agreement with the corrections.

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


Scott Bovick, Deputy County Administrator

Cc: Deb Houghtaling, Nicole O'Keefe, Mark Wayne, Linda Welles, Stu DeLaCastro, Marilyn Gable, Matt Barrall, Candy Borman

Exhibit A

**ADDENDUM TO FISCAL YEAR 2015-2018 AGREEMENT
WITH FRATERNAL ORDER OF POLICE, SARPY LODGE NO. 3,
COMMUNICATIONS DEPARTMENT**

This Addendum is entered into by and between Sarpy County (hereinafter "Sarpy") and the Fraternal Order of Police, Sarpy County Lodge #3, Communications Department, a recognized collective bargaining organization (hereinafter "FOP").

WHEREAS, the parties previously entered into an agreement on July 21, 2015 concerning terms and conditions of employment of the members of the FOP for the 2015-2018 fiscal years ("Agreement"); and

WHEREAS, the parties are desirous of amending the provisions of said Agreement by this Addendum.

NOW, THEREFORE, it is hereby agreed by and between the parties:

I.

The prior Agreement between the parties is hereby amended by the terms of this Addendum.

II.

Article 13, Section 1 shall be amended to read,

ARTICLE 13

LEAVE PROVISIONS

SECTION 1. Vacation Leave. Full-time employees shall be granted annual leave with pay in the following amounts per year:

- A. No vacation shall be taken until the employee has completed six (6) months of service. Upon completing six (6) months of service **through one (1) year of service**, the employee shall be granted 3.692 hours of vacation per pay period. (96 hours)
- B. **Beginning** year two (2) through five (5) continuous years - 4.00 hours per pay period. (104 hours)
- C. **Beginning** year six (6) through nine (9) continuous years - 4.923 hours per pay period. (128 hours)

- D. **Beginning** year ten (10) through fourteen (14) continuous years - 5.923 hours per pay period. (154 hours)
- E. **Beginning** year fifteen (15) through nineteen (19) continuous years – 6.923 hours per pay period. (180 hours)
- F. **Beginning** year twenty (20) through twenty-four (24) continuous years – 7.154 hours per pay period. (186 hours)
- G. **Beginning** year twenty-five (25) through twenty-nine (29) continuous years - 7.538 hours per pay period. (196 hours)
- H. Upon completing thirty (30) continuous years – 8.077 hours per pay period. (210 hours)
- I. Regular part-time employees shall accrue vacation leave at the “hours per pay period” level associated with their years of service for every eighty (80) hours worked.
- J. Temporary employees shall not receive accumulation of sick, vacation, or holiday benefits.

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

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

When vacation time is taken in increments of two (2) consecutive work days, and when requests for vacations are received between fifteen (15) calendar days and six (6) months in advance, then such vacation requests will not be unreasonably denied by the Assistant Director or designee at the time.

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

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

Employees who are ill during their vacation leave will not be permitted to exchange sick leave for vacation leave, unless substantiated by health care provider documentation or as required by law.

An employee will cease to accumulate vacation time once the cap of 360 hours is met. Whenever an employee with 360 hours of accumulated vacation drops under 360 hours, they

will restart accumulating vacation leave, per the vacation leave schedule, until reaching 360 hours.

Seniority will apply only to those requests made more than sixty (60) calendar days in advance of requested leave date(s). When applying for vacation leave, an employee's request MAY be "bumped" prior to sixty (60) calendar days before the requested leave date(s). After employees requests have reached the sixtieth (60th) day prior to commencement of said leave, their requests may no longer be "bumped" by seniority.

Should two or more employees request vacation leave for the same date(s) and if the request were made less than sixty (60) calendar days prior to commencement, the first employee to request vacation leave will have preference.

III.

The modifications outlined in this Addendum shall be effective July 1, 2015.

IV.

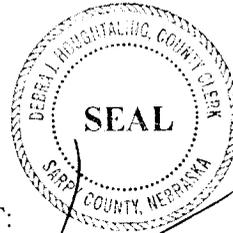
The remaining terms and conditions of said prior Agreement shall remain unchanged.

IN WITNESS WHEREOF, we, the contracting parties, by our respective and duly authorized agents, hereby affix our signatures and seals as shown below.


FRATERNAL ORDER OF POLICE,
SARPY LODGE NUMBER 3


SARPY COUNTY BOARD OF
COMMISSIONERS, CHAIR

SEAL



ATTEST:


County Clerk

Approved as to form:


County Attorney/Deputy

ARTICLE 13

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- B. **Beginning** year two (2) through five (5) continuous years - 4.00 hours per pay period. (104 hours)
- C. **Beginning** year six (6) through nine (9) continuous years - 4.923 hours per pay period. (128 hours)
- D. **Beginning** year ten (10) through fourteen (14) continuous years - 5.923 hours per pay period. (154 hours)
- E. ~~**Beginning** year eleven (11) — 5.538 hours per pay period. (144 hours)~~
- F. ~~Beginning year twelve (12) — 5.846 hours per pay period. (152 hours)~~
- G. ~~Beginning year thirteen (13) — 6.153 hours per pay period. (160 hours)~~
- H. ~~Beginning year fourteen — 6.461 hours per pay period (168 hours)~~
- I. ~~Beginning year fifteen (15) through nineteen (19) continuous years — 6.923769 hours per pay period. (180476 hours)~~
- FJ. **Beginning** year twenty (20) through twenty-four (24) continuous years — 7.154234 hours per pay period. (186488 hours)
- G. **Beginning** year twenty-five (25) through twenty-nine (29) continuous years - 7.538 hours per pay period. (196 hours)
- H. Upon completing thirty (30) continuous years — 8.0777.846 hours per pay period. (210204 hours)
- I. Regular part-time employees shall accrue vacation leave at the “hours per pay period” level associated with their years of service for every eighty (80) hours worked.
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