SARPY COUNTY BARGAINING UNITS – KEY COMPONENT AGREEMENT MATRIX

To enhance management's negotiating ability, the following Collective Bargaining Agreement Matrix uniformly compares agreements between all bargaining units!

	KEY AREAS OF AGREEMENT	AFSCME L251	EMPLOYEES ASSOCIATION	FOP LODGE 3 COMMUNICATIONS (Plus ADDENDUM)	FOP LODGE 3 LAW ENFORCEMENT NON-SWORN (Plus ADDENDUM)	FOP LAW ENFORCEMENT SWORN
1.	Covered Departments and/or Employees	Non-Mgnt/non-exempt Facilities Management Fleet Services Public Works Landfill POSITIONS Building Technician Building Mechanic I Building Maintenance Repair II Construction Inspector Survey Technician I Public Works Specialist Inventory Technician Lead Operator Heavy Equipment Operator II Heavy Equipment Operator II Heavy Equipment Operator III Skilled Laborer Laborer Lead Custodian Custodian Lead Mechanic Diesel Mechanic Auto Mechanic II Gatekeeper Administrative Assistant II Administrative Assistant III Clerk Typist III	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 Note: The Clerk's Office is NOT included in the bargaining unit.	Employees of the Communications Department in the following: POSITIONS Call Taker 911 Dispatcher Senior Dispatcher Training and Quality Assurance Coordinator Lead Dispatcher	Non-sworn employees of the Sheriff's Office, excluding the Chief Deputy and Sheriff. POSITIONS Staff Support Account Clerk Confidential Administrative Assistant Assistant Office Manager Software Training Manager Office Manager Vehicle Title Inspector Information Systems Manager Information Systems Technical Support Evidence/Property Technician II Evidence/Property Technician II Evidence/Property Technician I Jail Booking Clerk/Court Services Clerk Entry Security Officer Civil Process Server Towed Vehicle Inspector Registered Nurse Registered Nurse Supervisor Juvenile Services Administrative Assistant Juvenile Services Youth Attendant Juvenile Services Senior Officer Juvenile Services Senior Officer Juvenile Services Coordinator Juvenile Services Deputy Director Juvenile Services Director Community Relations Coordinator Lead Chaplain	The sworn employees of the Office, excluding the Chief Deputy and Sheriff. POSITIONS Deputy Corporal Sergeant Lieutenant Captain
2.	Increasing the wage schedule by 2% for 2015/16, 2016/17, and 2017/18	YES	YES	YES	YES	YES

3.	Aligning job bidding provisions	ARTICLE 11	ARTICLE 13	ARTICLE 29	ARTICLE 8	ARTICLE 8
•.	with the PRR	JOB BIDDING	JOB BIDDING	SHIFT BIDDING	SENIORITY	SENIORITY
		SECTION 1.	SECTION 1.	SECTION 1.	SECTION 3.	SECTION 3.
		Department Heads shall post	The Human Resources Department	All Communications Department shift	Seniority, as it applies to full-time	Seniority, relative to bidding for
		new or vacant positions. Such	shall post new or vacant positions.	positions will be posted for bid and will	employees relative to bidding for duty	duty shifts, shall be based on
		posting shall be at least five (5)	Such posting shall be county-wide	be implemented on the last Sunday in	shifts, shall be based on continuous	continuous length of service within
		calendar days before the	for five (5) calendar days before the	August and the last Sunday in	length of service in that particular	a specific classification. However,
		position is awarded.	position is awarded. If no qualified	February. In addition, shift bid may be	classification. All employees will be	employees will be considered to
		0	Employee from the County bids the	posted up to two other occasions during	considered to have continuous length of	have continuous length of service
		Current County employees who wish to apply for the new	position, then the position shall be posted by the Human Resources	the calendar year at the discretion of the Department Head or designee and	service in all classifications below his or her present level.	in all classifications below his or her present level.
		or vacant position shall have	Department for seven (7)	with at least fifteen (15) days advance	nei presentievei.	of fiel present level.
		until the published close date	calendar days for bid by outside	notice. All Communications Department		
		to apply for the new or vacant	applicants. However, if a qualified	shift positions shall be posted for bid		
		position. Fitness and ability	candidate pool is not obtained	and filled pursuant to Article Nine (9) of		
		being substantially equal, the	within the seven (7) calendar day	this agreement. Such posting shall state		
		positions will be awarded	time frame, the Human Resources	the job title, rate of pay, shift and days		
		pursuant to the seniority	Department may post the	off.		
		provision of Article 10.	notification for additional calendar			
		However, such award shall be	days in order to obtain further	Any two employees, with the approval		
		subject to PRR Rule 5	applications.	of the Department Head or designee,		
		Regulation 2 "Trial Period		may agree to trade shift positions.		
		Probations."	Qualifications, fitness and ability	ARTIOLE O		
		If no qualified County	being substantially equal, the	ARTICLE 9 SENIORITY		
		If no qualified County employee bids the position,	positions will be awarded pursuant to the seniority provisions of Article	SENIORITY		
		then the position shall be	11. However, such award shall be	SECTION 2.		
		posted by the Human	subject to a forty-five (45) calendar	OLOTION 2.		
		Resources Department for	day probationary trial period in	Seniority as it applies to shift bidding		
		seven (7) calendar days for	which the employee must	shall be based on continuous length of		
		outside applicants.	demonstrate they possess the	service within a specific classification.		
			requisite knowledge, skills, and	•		
			abilities to perform the duties of the	SECTION 3.		
			job. If the employee was promoted			
			and fails to perform the duties of	Seniority relative to bidding for duty shift		
			the new position during the	shall be based on the most recent		
			probationary trial period they	period of uninterrupted service with the		
			shall be returned to a position	Communications Department in that		
			comparable to that held immediately prior to the	particular classification.		
			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			

						r age 3
			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.			
4.	Eliminating longevity pay effective for employees hired after 07/01/15	YES	YES	YES	YES	YES July 1, 2016
5.	Aligning disciplinary process with PRR	YES	YES	YES	N/A	YES
6.	Aligning grievance process with PRR	YES	YES	YES	YES	YES
7.	Aligning vacation accrual with PRR	YES	YES	YES	N/A	N/A
8.	ALIGN SICK LEAVE ACCRUAL TO PRR (PRR) RULE 12 Section 2: Sick Leave Accruals A. Full-Time employees will accrue Sick Leave at a rate of 4.00 hours per pay period, or 104 hours per year. B. Part-Time employees will accrue Sick Leave at a rate of 4.00 hours for each 80 hours worked, not including overtime hours. C. Sick Leave shall not be accrued by temporary, seasonal, emergency, or provisional employees.	Reduce annual sick leave accrual from 144hrs to 128 hours per year; and set the maximum sick leave accrual amount at 960 hours. ARTICLE 23 SICK LEAVE SECTION 2. Accrual and Accumulation 1. Full-time employees will accrue sick pay benefits at a rate of 4.924 hours per payroll period (128 hours per year – 16 days per year). 2. Nine-hundred and sixty (960) hours of sick leave may be accumulated. Sick leave shall not be accrued	Per PRR, Increase annual sick leave accrual from 3.692hrs to 4.0hrs per pay period ARTICLE 18 SICK LEAVE 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	ARTICLE 13 LEAVE PROVISIONS SECTION 4. SICK LEAVE Accrual and Accumulation 1. From July 1, 2015 through August 31, 2015, full-time employees will accrue sick pay benefits at a rate of 4.615 hours per payroll period (120 hours per year). Beginning September 1, 2015 full-time employees will accrue sick pay benefits at a rate of 4.307 hours per payroll period (112 hours per year). 2. A maximum of 1040 hours of sick leave may be accumulated. 3. Part-time employees will accrue sick pay benefits at a rate of 4.307 hours for each eighty (80) hours worked, not including overtime hours.	ARTICLE 12 SECTION 4. A. Sick Leave. From July 1, 2015 through August 31, 2015, each full-time employee shall be entitled to sick leave with full pay computed on the basis of ten (10) hours for each completed month of services. Effective September 1, 2015, each full-time employee shall be entitled to sick leave with full pay computed on the basis of nine and one/third (9.33) hours for each completed month of service. B. Sick leave for employees shall be accumulated up to a maximum amount of 1040 hours. Employees with more than 1040 hours of accumulated sick leave as of July 1, 2015 shall not accrue additional leave in excess of 1,040 hours and shall convert hours in excess of 1,040 to vacation or pay at a ratio of one-half (1/2) for hours earned prior to July 1,	ARTICLE 12 SECTION 4. A. Sick Leave. Each employee shall be entitled to sick leave with full pay computed on the basis of ten (10) hours for each completed month of service. B. Sick leave for employees hired on or before June 30, 2014 shall be accumulated to a maximum of two-thousand eighty (2,080) hours effective July 1, 2014, and the employee will cease earning sick leave until the employee's accumulation falls under their balance of twothousand eighty (2,080) hours. Any employee with a sick leave balance above two-thousand eight (2,080) hours will have their accumulation frozen as of July 1, 2014 at their current amount, and the employee will
		by emergency, seasonal, or temporary employees.	sick pay benefits at a rate of 3.692 hours for each eighty (80) hours	Sick leave shall not be accrued by temporary employees.	1999 and one-quarter (1/4) for hours earned after July 1, 1999 by June 30,	cease earning sick leave until the employee's accumulation falls

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.

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- C. Effective July 1, 2015, an employee who has accumulated at least eighthundred (800) hours of sick leave may convert up to one-hundred sixty (160) hours of sick leave at a ratio of one-half (1/2) to a maximum of eighty (80) hours to vacation or pay once per fiscal year.
- D. From July 1, 2015 through August 31, 2015, each part-time employee shall earn one (1) hour of sick leave for each twenty-six (26) hours worked. Effective September 1, 2015 each part-time employee shall earn 4 hours of sick leave for each eighty (80) hours worked, not including overtime hours.
- E. When an employee with ten (10) or more years of service separates (except for disciplinary cause) he/she shall be paid one-half (1/2) of his/her accumulated sick leave, with a maximum of four hundred (400) hours pay, with the rate of payment based upon his/her regular pay at the time he/she separates. Employees who are terminated for disciplinary reasons shall not be eligible for any sick leave payment.
- F. Employees with less than ten (10) years of service who separate (except for disciplinary cause) shall be paid one-fourth (1/4) of their accumulated sick leave with a maximum of two hundred (200) hours pay, at their regular rate of pay at the time they separate, in a lump sum payment. Employees who are terminated for disciplinary reasons shall not be eligible for any sick leave payment.
- G. Employees shall advise their supervisors immediately when it is necessary to be absent from work on account of a non-FMLA sickness

- under their frozen balance. Employees hired on or after July 1, 2014 shall be allowed to accumulate sick leave to a maximum of one-thousand four-hundred and forty (1,440) hours. Once an employee reaches one-thousand four-hundred and forty (1,440) hours of sick leave accumulation, they will cease earning sick leave until the employee's accumulation falls under one-thousand four-hundred and forty (1,440) hours.
- C. Effective July 1, 2014, an employee who has accumulated at least one-thousand twohundred (1,200) hours of sick leave shall be entitled to annually convert a portion of sick leave to no more than forty (40) hours of pay depending upon when the sick leave hours were earned. In other words, an employee may convert up to eighty (80) hours of sick leave hours earned before July 1, 1999 at a 2 to 1 ratio to a maximum of forty (40) hours of pay or an employee may convert up to one-hundred sixty (160) hours of sick leave hours earned after July 1, 1999 at a 4 to 1 ratio to a maximum of forty (40) hours of pay. Such conversion may occur only once per calendar year.
- D. Employees hired on or before June 30, 2014 who have accumulated atleast eight-hundred (800) hours of sick leave shall be entitled to a credit to vacation leave of one-half (1/2) of his/her accumulated sick leave in excess of eight-hundred (800) working hours. Effective July 1,

					and they shall keep their supervinformed of their condition. Failut to fulfill these requirements may denial of sick leave. Sick leave may also be granted for illness demployee's immediate family (spouse, child, parent, and pare when the employee's attendance required. H. At the end of each calendar yemployee may elect to have ten hours of sick leave deducted frosick leave accumulation for the earn is credited to a Sheriff's Em Sick Leave Bank. The Sick Leave administered by a committee cotwo (2) representatives appointed Sheriff and two (2) representative appointed by the F.O.P. to permextension of sick leave benefits employees who exhaust their sic accumulation and compensatory time accumulation in the event of serious health condition. The Committee so appointed will me promulgate policies and proceduthe administration of the fund. Eare not eligible to participate in SC County's "Illness Leave Donatio outlined in the Sarpy County Perules and Regulations.
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year, an n (10) rom the total employee mployee ave Bank is composed of ted by the ives mit s for sick leave of a eet and dures for Employees Sarpy ion Policy" ersonnel

1999, an employee who has accumulated eight-hundred (800) hours of sick leave may be entitled to a credit to vacation leave of one-quarter (1/4) of his/her accumulated sick leave in excess of eight-hundred (800) working hours. Hours accrued prior to July 1, 1999 shall remain at one-half (1/2) conversion. Such adjustment for those persons having over eighthundred (800) hours accumulation of sick leave shall be made on an annual basis. Employees hired on or after July 1, 2014 shall not be allowed to convert sick leave to vacation leave.

E. When an employee retires or is placed on disability by the County, he/she shall be paid one-half (1/2) of his/her accumulated sick leave, with a maximum of four hundred (400) hours pay, with the rate of payment based upon his/her regular pay at the time he/she retires. Upon the death of an employee, his/her beneficiary shall be paid one-half (1/2) of his/her accumulated unused sick leave with a maximum of four hundred (400) hours pay, with the rate of payment based upon his/her regular pay at the time he/she dies.

F. Employees shall advise their supervisors immediately when it is necessary to be absent from work on account of a non-FMLA illness and they shall keep their supervisors informed of their condition. Failure to fulfill these requirements may result in denial of sick leave. Sick leave may also

						be granted for illness of the employee's immediate family (spouse, dependent child, parent, and parent-in-law) when the employee's attendance is required. G. At the end of each calendar year, an employee may elect to have ten (10) hours of sick leave deducted from the total sick leave accumulation for the employee and is credited to a Sheriff's Employee Sick Leave Bank. The Sick Leave Bank is administered by a committee composed of two (2) representatives appointed by the Sheriff and two (2) representatives appointed by the F.O.P. to permit extension of sick leave benefits for employees who exhaust their sick leave accumulation and compensatory time accumulation in the event of a serious health condition. The Committee so appointed will meet and promulgate policies and procedures for the administration of the fund. Employees are not eligible to participate in Sarpy County's "Illness Leave Donation Policy" outlined in the Sarpy County Policies and Procedures Manual and Personnel Rules and Regulations.
9.	Aligning educational reimbursement with PRR (PRR) RULE 15: Fringe Benefits B. Reimbursement Terms The County will reimburse employees as follows:	YES ARTICLE 26 EDUCATIONAL REIMBURSEMENT SECTION 1.	YES ARTICLE 22 EDUCATIONAL REIMBURSEMENT SECTION 2. B. Reimbursement Terms	YES ARTICLE 28 EDUCATIONAL REIMBURSEMENT SECTION 2. B. Reimbursement Terms	YES ARTICLE 28 EDUCATIONAL REIMBURSEMENT SECTION 2. B. Reimbursement Terms	YES ARTICLE 28 EDUCATIONAL REIMBURSEMENT SECTION 1.

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	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.					
10.	Updating / Definitions align with PRR	N/A	YES	YES	YES	YES
11.	Granting 4hrs on Christmas Eve as holiday as with PRR	N/A	YES	YES	N/A	N/A
12.	Allowing employees in County Attorney's Diversion Section to carry over 40hrs comp time	N/A	YES	N/A	N/A	N/A
13.	Aligning working out of class with PRR Section 12: Out-of-class Compensation	YES ARTICLE 12 WORKING OUT OF CLASS	YES ARTICLE 12 WORKING OUT OF CLASS	YES ARTICLE 23 WORKING OUT OF CLASSIFICATION	YES ARTICLE 22 WORKING OUT OF POSITION CLASSIFICATION	YES ARTICLE 22 WORKING OUT OF CLASSIFICATION

Employees serving an Out-ofclass assignment (defined as performing the majority of essential functions of a job in a higher grade/class) shall receive an increase in their pay rate of a minimum of 5% or the minimum of the first step of the assigned job's grade, whichever is greater. Employees become eligible to receive Out-of-class compensation beginning on the fifth (5th) continuous day working such assignment. Upon completing the fifth (5th) day, compensation will be retroactive to the first day of the assignment. They shall receive Out-of class compensation for the entire duration of the

assignment.

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

SECTION 2 If an employee operates in a higher classification for twenty (20) days in a five-year period then that employee shall be certified at the higher classification. Certification shall mean that the employee is capable of performing the work in that classification and is knowledgeable in the safety requirements of the job. Employees certified at the higher classification shall only receive increased compensation pursuant to Section 1 of this Article but shall be placed on a list showing that they are eligible for promotion once a vacancy in the higher classification occurs.

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.

SECTION 5. An employee who is assigned to work out of classification shall receive the closest approximation to a five percent (5%) increase in compensation in accordance with the appropriate pay range of the absent employee.

SECTION 1. Each time an employee is officially designated by the appropriate supervisor to act in a higher position classification, and actually performs said duties for two (2) hours or more and meets the minimum qualifications of said position, the employee shall be compensated for all hours worked in the higher salary grade, retro to the first hour after two hours, unless the rate is lower than the employee's regular rate in which case the employee shall remain at his/her present rate of pay.

SECTION 1. Each time an employee is officially designated by the appropriate supervisor to act in a higher classification, and actually performs said duties for one (1) complete duty shift and meets the minimum qualifications of said position, the employee shall be compensated for all hours worked in the higher salary grade, unless the rate is lower than the employee's regular rate, in which case the employee shall remain at his/her present rate of pay.

It shall be the responsibility of the supervisor to identify those hours worked out of class for pay purposes.

14.	HOLIDAYS	ARTICLE 21	ARTICLE 16	ARTICLE 14	ARTICLE 13	ARTICLE 13
		HOLIDAYS	HOLIDAYS	HOLIDAYS	HOLIDAYS	HOLIDAYS
	1. New Year's Day	SECTION 1	SECTION 1	SECTION 1.	SECTION 1.	SECTION 1.
	January 1	SECTION 1	SECTION 1	SECTION 1.	OLOTION 1.	SECTION 1.
	odiladiy i	1. New Year's Day	In addition to any other days that	The following and, in addition, any other	Employees shall be paid for the following	SECTION 1. Employees shall be
	2. Martin Luther King	January 1	may be designated by the County	days that may be designated by the	holidays, along with any other days	paid for the following holidays,
	Day 3 rd Monday in January	January 1	Board of Commissioners, the	County, are paid holidays for	designated by the County:	along with any other days
	Day 3 Monday III January	2. Martin Luther King	following are paid holidays for all	employees:	designated by the County.	designated by the County:
	3. President's Day	Day 3 rd Monday in January	Employees:	employees.	New Years Day	designated by the County.
	3 rd Monday in February	Day 5 Monday in January	Employees.	Now Years Day	Martin Luther King Day	New Years Day
	3 Monday III February	2 Procident's Day	1 New Year's Day	New Years Day		New Years Day
	4. Memorial Day	3. President's Day 3 rd Monday in February	1. New Year's Day January 1	Martin Luther King Day Presidents' Day	Presidents' Day	Martin Luther King Day Presidents' Day
		3 Monday in February	January I		Memorial Day	
	Last Monday in May	4 Mamarial Day	2 Martin Luthar King	Memorial Day	Independence Day	Memorial Day
	5 Indonesiano Devi	4. Memorial Day	2. Martin Luther King	Independence Day	Labor Day	Independence Day
	5. Independence Day July 4 th	Last Monday in May	Day 3 rd Monday in January	Labor Day	Veterans' Day	Labor Day
	July 4	E Indonesidance Day	2. Presidente Dev	Veterans' Day	Thanksgiving Day	Veterans' Day
	O Labar Davi	5. Independence Day	3. President's Day	Thanksgiving Day	Day after Thanksgiving	Thanksgiving Day
	6. Labor Day	July 4 th	3 rd Monday in February	Day after Thanksgiving	Christmas	Day after Thanksgiving
	First Monday in September	O Labar Davi	4 Managial Day	Christmas	Floating Holidays (2)	Christmas
	7 Oaksaaksaa Dass	6. Labor Day	4. Memorial Day	Floating Holidays (2)		Floating Holidays (2)
	7. Columbus Day	First Monday in September	Last Monday in May		Upon the written request of the employee,	
	Second Monday in October			Upon the written request by the	a floating holiday may be granted by the	Upon the request of the
		7. Columbus Day	5. Independence Day	employee and only when that request	employee's supervisor only when that	employee, a floating holiday may
	8. Veteran's Day	Second Monday in October	July 4 th	does not create an overtime situation	request does not create an overtime	be granted by the employee's
	November 11 th			that can be foreseen at that time, a	situation that can be foreseen at that time.	supervisor only when that request
		8. Veteran's Day	6. Labor Day	Floating Holiday may be granted by the	The floating holidays shall not be carried	does not create an overtime
	9. Thanksgiving Day	November 11 th	First Monday in September	Department Head/Assistant Director.	over into the subsequent fiscal year.	situation that can be foreseen at
	Fourth Thursday in November					that time. The floating holidays
	l	9. Thanksgiving Day	7. Columbus Day			shall not be carried over into the
	10. Day after Thanksgiving	Fourth Thursday in November	Second Monday in October			subsequent fiscal year.
	Fourth Friday in November					
		10. Day after Thanksgiving	8. Veteran's Day			
	11. Christmas Eve	Fourth Friday in November	November 11 th			
	December 24 th (four hours)					
		11. Christmas Day	9. Thanksgiving Day			
	12. Christmas Day	December 25 th	Fourth Thursday in November			
	December 25 th					
		12. Floating Holiday	10. Day after Thanksgiving Fourth			
			Friday in November			
			11. Christmas Eve			
			December 24 th (four hours)			
			12. Christmas Day			
			December 25 th			

15. VACATION

(PRR) Section 2: Vacation Leave Accruals

Yrs of	Accrua	Annual
Serv	I PPP	Accrual
1-5 Yrs	3.385	88 hrs
6-9 Yrs	4.923	128 hrs
10 Yrs	5.230	136 hrs
11 Yrs	5.538	144 hrs
12 Yrs	5.846	152 hrs
13 Yrs	6.153	160 hrs
14 Yrs	6.461	168 hrs
15-19	6.769	176 hrs
Yrs		
20-24	7.231	188 hrs
Yrs		
25-29	7.538	196 hrs
Yrs		
30+	7.846	204 hrs
Yrs		
	•	

Align vacation accrual with the PRR

ARTICLE 22 VACATION SECTION 1

10 vrs

136

PP = Pay Period VAC = Vacation

0-5 yrs | 6-9 yrs

88 hrs 128

00 1115	120	130
vac 3.385	hrs vac 4.923	hrs vac 5.230
hrs/PP	hrs/PP	hrs/PP
11 yrs	12 yrs	13 yrs
144	152	160
hrs	hrs vac	hrs vac
vac	5.846	6.153
5.538	hrs/PP	hrs/PP
hrs/PP		
14 yrs	15-19	20-24
168	yrs 176	yrs 188
hrs	hrs vac	hrs vac
vac	6.769	7.231
6.461	hrs/PP	hrs/PP
hrs/PP		
25-29	30 or	
yrs	more	
196	yrs 204	
hrs	hrs vac	
vac	7.846	
7.538	hrs/PP	
hrs/PP		

Align vacation accrual with the PRR

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:

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 yrs 88 hrs vac 3.385 hrs/PP	6-9 yrs 128 hrs vac 4.923 hrs/PP	10 yrs 136 hrs vac 5.230 hrs/PP
11 yrs 144 hrs vac 5.538 hrs/PP	12 yrs 152 hrs vac 5.846 hrs/PP	13 yrs 160 hrs vac 6.153 hrs/PP
14 yrs 168 hrs vac 6.461 hrs/PP	15 yrs 176 hrs vac 6.769 hrs/PP	20 yrs 188 hrs vac 7.231 hrs/PP

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

10 yrs
136
5.230

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 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) 14
- H. Beginning year fourteen 6.461 hours per pay period (168 hours)
- I. Beginning year fifteen (15) through nineteen (19) continuous years – 6.769 hours per pay period. (176 hours)
- J. **Beginning** year twenty (20) through twenty-four (24) continuous years 7.231 hours per pay period. (188 hours)

ARTICLE 12 SECTION 1.

SECTION 1. From July 1, 2015 through August 31, 2015, all full-time employees shall be granted annual vacation leave with pay in the following amounts based on continuous years of service as defined in Article 8 (Seniority):

- A. No vacation shall be taken until the employee has completed one (1) year of service. Upon completing one (1) year of service, the employee shall be granted 80 working hours.
- B. Upon completing two (2) through five (5) continuous years, 96 working hours.
- C. Upon completing six (6) through nine (9) continuous years, 120 working hours.
- D. Upon completing ten (10) through fourteen (14) continuous years, 144 working hours.
- E. Upon completing fifteen (15) through nineteen (19) continuous years, 168 working hours.
- F. Upon completing twenty (20) through twenty-four (24) continuous years, 180 working hours.
- G. Upon completing twenty-five (25) continuous years, 188 working hours.
- H. Upon completing thirty (30) continuous years, two-hundred-ten (210) working hours.
- I. Part-time employees shall earn one (1) hour vacation time for each twenty-six (26) hours worked.

Beginning September 1, 2015, all full-time employees shall be granted annual

ARTICLE 12 SECTION 1.

SECTION 1. All employees shall be granted annual vacation leave with pay in the following amounts based on continuous years of service as defined in Article 8 (Seniority):

- A. No vacation shall be taken until the employee has completed one (1) year of service. Upon completing one (1) year of service, the employee shall be granted 88 working hours.
- B. Upon completing two (2) through five (5) continuous years, 100 working hours.
- C. Upon completing six (6) through nine (9) continuous years, 124 working hours.
- D. Upon completing ten (10) through fourteen (14) continuous years, 148 working hours.
- E. Upon completing fifteen (15) through nineteen (19) continuous years, 174 working hours.
- F. Upon completing twenty (20) through twenty-four (24) continuous years, 182 working hours.
- G. Upon completing twenty-five (25) continuous years, 192 working hours.
- H. Upon completing thirty (30) continuous years, 210 working hours.

Any employee who retires,

hrs/PP hrs/PP hrs/PP 11 yrs 12 yrs 13 yrs 144 152 160 hrs hrs vac hrs vac vac 5.846 6.153 5.538 hrs/PP hrs/PP 14 yrs 15-19 20-24 168 yrs 176 yrs 188 hrs yrs vac hrs vac vac 6.769 7.231 6.461 hrs/PP hrs/PP 25-29 30 or 13 yrs	G. <i>Beginning</i> 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 – 7.846 hours per pay period. (204 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.	vacation leave earned on a pay period basis with pay in the following amounts based on continuous years of service as defined in Article 8 (Seniority): A. No vacation shall be taken until the employee has completed one (1) year of service. Upon completing one (1) year of service, the employee shall be granted 88 working hours (3.385 hours/pay period). B. Upon completing two (2) through five (5) continuous years, 88 working hours (3.385 hours/pay period).	resigns, dies or is dismissed from the Sheriff's Office shall receive all accrued vacation leave at the rate of payment based upon his/her regular pay at the time employment ceases.
	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.	F. Upon completing eleven (11) continuous years, 144 working hours (5.538 hours/pay period). G. Upon completing twelve (12) continuous years, 152 working hours (5.846 hours/pay period). H. Upon completing thirteen (13) continuous years, 160 working hours (6.153 hours/pay period). I. Upon completing fourteen (14) continuous years, 168 working hours (6.461 hours/pay period). Any employee who retires, resigns, dies or is dismissed from the Sheriff's Office shall receive all accrued vacation leave at the rate of payment based upon his/her regular pay at the time employment ceases.	

LONGEVITY

(PRR) Section 17:
Longevity Pay

Full-time tenured employees hired before July 1, 2015, not covered by a labor agreement, shall receive longevity pay based upon the total length of continuous service with the County. Employees hired after July 1, 2015 shall not be eligible to receive longevity pay. Such pay shall be effective beginning with the first full pay period following completion of the specified years of service. Payment shall be made in a single lump sum amount, subject to mandatory withholding. Part-time employment counts toward years of service for Longevity Pay if at the time of payment employees are full-time. Longevity Pay is not subject to retroactivity or cumulative building on top of previous Longevity Pay.

Years 10 to 14 \$ 885.00
1 cais io to 14 \$ 000.00
Years 15 to 19 1,330.00
Years 20 to 24 1,785.00
Years 25 to 29 2,165.00
After 30 years \$ 2,400.00

Eliminate longevity pay for new employees hired after July 1, 2015

ARTICLE 16 LONGEVITY SECTION 1

Anniversary	Amounts
Years 10 to 14	\$ 885.00
Years 15 to 19	1,330.00
Years 20 to 24	1,785.00
Years 25 to 29	2,165.00
After 30 years	\$ 2,400.00

ARTICLE 20 LONGEVITY SECTION 1

Eliminate longevity pay for new employees hired after July 1, 2015

Anniversary	Amounts		
Years 10 to 14	\$ 885.00		
Years 15 to 19	1,330.00		
Years 20 to 24	1,785.00		
Years 25 to 29	2,165.00		
After 30 years	\$ 2,400.00		

ARTICLE 22 WAGES SECTION 4.

Longevity pay shall commence at the beginning of the eighth year and continue to be paid as follows for employees hired before July 1, 2015:

Anniversary	Amounts
Years 8 to 14	\$ 885.00
Years 15 to 19	1,330.00
Years 20 to 24	1,785.00
Years 25 to 29	2,165.00
After 30 years	\$ 2,400.00

Employees hired after July 1, 2015 are not eligible.

ARTICLE 21 SECTION 4.

Longevity pay shall be as follows for employees hired before July 1, 2015:

Anniversary	Amounts
Years 8 to 14	\$ 885.00
Years 15 to 19	1,330.00
Years 20 to 24	1,785.00
Years 25 to 29	2,165.00
After 30 years	\$ 2,400.00

ARTICLE 21 SECTION 4.

SECTION 4. Employees hired before July 1, 2016 shall have the option to participate in one of the following longevity pay programs for the remainder of their employment with the County (the employee shall make their selection in writing by the end of this contract term, i.e. June 30, 2019 June 30, 2017):

Option 1: Employee retains existing longevity pay schedule but is not eligible to participate in the County's deferred compensation matching program

Anniversary	Amounts
Years 8 to 14	\$ 885.00
Years 15 to 19	1,330.00
Years 20 to 24	1,785.00
Years 25 to 28	2,165.00
After 29 years	\$ 2,400.00

Option 2: Beginning January 1, 2017, employee's longevity pay schedule amounts are reduced by three-hundred dollars (\$300) and employee is eligible to participate in the County's deferred compensation match program (Section 8).

Anniversary	Amounts
Years 8 to 14	\$ 585.00
Years 15 to 19	1,030.00
Years 20 to 24	1,485.00
Years 25 to 28	1,865.00
After 29 years	\$ 2,100.00

Additionally, beginning January 1, 2017 any employee receiving

Page 13

						Page 13
						longevity can select to have the County deposit the longevity payment into the employee's 401(a) tax deferred defined contribution plan account. Such selection shall be made by the employee in writing by the end of this contract term (June 30, 2019) and shall remain in effect for the duration of their employment with the County. Employees hired by the County after July 1, 2016 shall not be eligible to receive longevity pay but shall be eligible to participate in the County's deferred compensation match program (Section 8).
17.	HEALTH INSURANCE	YES	YES	YES	YES	YES
	The County shall provide group health insurance	ARTICLE 25 INSURANCE	ARTICLE 21 INSURANCE	ARTICLE 24 INSURANCE	ARTICLE 23 INSURANCE	ARTICLE 23 INSURANCE
	coverage for medical-surgical,	SECTION 1.	SECTION 1.	SECTION 1.	SECTION 1	SECTION 1
	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.					
18.	LIFE INSURANCE	YES	YES	YES	YES	YES
	The County shall provide fully paid term life insurance	ARTICLE 25 INSURANCE	ARTICLE 21 INSURANCE	ARTICLE 24 INSURANCE	ARTICLE 23 INSURANCE	ARTICLE 23 INSURANCE
	coverage for each Employee	SECTION 3.	SECTION 5.	SECTION 4.	SECTION 4.	SECTION 4.
	in the amount of thirty thousand dollars (\$30,000.00).					

19.	RETIREMENT	(See PRR)	(See PRR)	ARTICLE 24	ARTICLE 1	ARTICLE 23
10.		(555) (111)	(555) 1111	INSURANCE	DEFINITIONS	INSURANCE
	(PRR) Section 4:	ARTICLE 25	ARTICLE 18	MOONANGE	SECTION 9.	SECTION 7.
	(FKK) Section 4.	SICK LEAVE	SICK LEAVE	CECTION 7. An ampleyed who retires	SECTION 9.	SECTION 1.
	.	SICK LEAVE	SICK LEAVE	SECTION 7. An employee who retires	DETIDE OF DETIDEMENT 1 "	D D (; (A · · ·)
	Retirement			with a minimum of fifteen (15) years of	RETIRE OR RETIREMENT shall mean an	B. Retirement. A minimum of
		SECTION 6	SECTION 5	service and is between the ages of	employee who voluntarily leaves	fifteen years of continuous service
	Retirement shall be as			sixty-two (62) and until reaching sixty-	employment of Sarpy County on or after	and be at least age fifty-five (55)
	provided by the Nebraska	Employees who retire with a	Retirement, for the purpose of this	five (65) years may continue in the	their 55th birthday and is eligible for	years.
	Public Employee Retirement	minimum of fifteen (15) years	section, pertains to Employees who	County's primary health insurance	Sarpy County retirement benefits.	
	System. Employees retirement	of service and are at least	cease working for the County on or	program and receive insurance		
	date shall be the date	sixty-two (62) years of age,	after age 55:	coverage as provided for retirees. From		
	specified in writing by them.	until reaching his/her sixty-fifth	3	age 62 until age 65, the County shall		
	Employees will be eligible for	(65 th) birthday, may continue in	For Employees with less than ten	pay 75% of single coverage and 50% of		
	retirement upon attaining age	the County's primary health	(10) years of service upon	family coverage.		
	55.	insurance program and receive	retirement or death, such	lallilly coverage.		
	55.	. •		Fliatible employees was at the case the 12		
	l. –	insurance coverage as	Employee shall be paid one-fourth	Eligible employees must be enrolled in		
	A. Employees who desire to	provided for retirees.	(1/4) of his or her accumulated sick	a County insurance program prior to		
	retire must submit a Notice of		leave up to a maximum of two	retirement. An employee must enroll in		
	Retirement to their	Eligible employees must be	hundred (200) hours. Upon	the County's health insurance prior to		
	Department Head.	enrolled in the County's health	resignation the Employee may be	retirement.		
		Insurance program prior to	entitled to up to a maximum of one			
	B. Retirement notice must be	retirement. The County will pay	hundred (100) hours.			
	submitted at least 14 calendar	75% of the premium for those	,			
	days including the final work	electing single coverage, 65%	For Employees with ten (10) or			
	day. Employees desiring to	of the premium for those	more years of service, upon			
	rescind their retirement must	electing employee/spouse and	retirement or death, such			
	notify their	50% of the premium for family	Employee shall be paid one-half			
	Department Head in writing		(1/2) of his/her accumulated sick			
		coverage.				
	prior to its effective date. The		leave up to a maximum of four			
	Department Head has		hundred (400) hours. Upon			
	discretion as to whether they		resignation the Employee may be			
	choose to accept the		entitled to up to a maximum of two			
	rescinding of a retirement.		hundred (200) hours.			
	C. The Notice of Retirement		Under either case, such amounts			
	shall be transmitted to the		shall be paid at the rate of payment			
	Human Resources		based upon the Employee's regular			
	Department		rate of pay at the time of			
	along with a completed		separation.			
	Employee Action Form within		Separation.			
	five (5) calendar days of its					
	receipt.					
	D. Employees will be asked to					
	complete an Exit Interview					
	Questionnaire. The					

	questionnaire provides an opportunity for employees to express their insight regarding a variety of topics as well as any issue they would like recognized. E. All documents associated with the retirement will be placed in the employee's civil service personnel file.					
20.	GRIEVANCE (PRR) RULE 8: Complaint,	Align the disciplinary appeal process with the PRR.	Align the disciplinary appeal process with the PRR.	ARTICLE 5 GRIEVANCE PROCEDURE	ARTICLE 5 GRIEVANCE PROCEDURES	ARTICLE 5 GRIEVANCE PROCEDURES
	Grievance, and Appeal Procedure	ARTICLE 18 FORMAL GRIEVANCE AND ARBITRATION PROCEDURE	ARTICLE 24 FORMAL GRIEVANCE AND ARBITRATION PROCEDURE	Grievances shall be processed in the following manner:	Grievances shall be processed in the following manner:	SECTION 4. Submission of Grievance:
		SECTION 2	SECTION 2	Step 1: Aggrieved employees shall present the <i>Grievance Form</i> to their Department Head within 15 calendar	Step 1: Aggrieved employees shall present the <i>Grievance Form</i> to the Chief Deputy or his/her designee within 15	A. An aggrieved employee shall have the right to process his/her grievance individually or with the
		Grievances shall be processed in the following manner:	Grievances shall be processed in the following manner:	days from the date on which they 5 became aware of or should reasonably have been aware of the incident	calendar days from the date on which they became aware of or should reasonably have been aware of the incident giving	assistance of the FOP. The FOP Board of Directors may also assign a case representative.
		Step 1: Aggrieved employees shall present the <i>Grievance</i>	Step 1: Aggrieved employees shall present the <i>Grievance Form</i> to their	giving rise to the grievance.	rise to the grievance.	B. Within ninety-six (96) hours of
		Form to their Elected Official	Elected Official within 15 calendar	The Department Head shall address the	The Chief Deputy shall address the nature	the date and time the employee
		within 15 calendar days from the date on which they	days from the date on which they became aware of or should	nature of the grievance and note the specific reason for accepting or denying	of the grievance and note the specific reason for accepting or denying the	first becomes aware of a grieveable event or, if applicable,
		became aware of or	reasonably have been aware of the	the grievance by writing their response	grievance by writing their response	the date and time the employee
		should reasonably have been aware of the incident giving	incident giving rise to the grievance.	on the <i>Grievance Form.</i> The Department Head will return the signed	on the <i>Grievance Form</i> . The Chief Deputy will return the signed form to the	received a Disciplinary Action Letter, the employee or
		rise to the grievance.	gne vance.	form to the aggrieved employee within	aggrieved employee within 15 calendar	his/her representative must take
		The Elected Official shall	The Elected Official shall address the nature of the grievance and	15 calendar days. The Department Head will forward a copy of the	days.	the following action(s):
		address the nature of the	note the specific reason for	completed form to the Human	Step 2: If satisfactory settlement is not	1. Hand-deliver the written
		grievance and note the specific	accepting or denying the grievance	Resources Department to be placed in	reached under Step 1, aggrieved	grievance to the Chief Deputy
		reason for accepting or	by writing their response on the Grievance Form. The Elected	the employee's civil service personnel	employees, or their representative, or the	or his/her designee.
		denying the grievance by writing their response on the	Official will return the signed form	file.	Chief Deputy shall submit the <i>Grievance</i> Form to the Human Resources Director	2. Place the written grievance
		Grievance Form. The Elected	to the aggrieved employee within	Step 2: If satisfactory settlement is not	for appeal to the Personnel Policy Board.	in the department mail slot for
		Official will return the signed	15 calendar days. The Elected	reached under Step 1, aggrieved	This submission must occur within 15	the Chief Deputy or his/her
		form to the aggrieved employee within 15 calendar	Official will forward a copy of the completed form to the Human	employees, or their representative, or the Department Head shall submit the	calendar days from the date the employee receives the Chief Deputy's response in	designee if the grievance cannot be hand-delivered. If
		days. The Elected Official will	Resources Department to be	Grievance Form to the Human	accordance with Step 1.	the grievance is not hand-
		forward a copy of the	placed in the employee's civil	Resources Director for appeal to the		delivered, the employee or
		completed form to the Human	service personnel file.	Personnel Policy Board. This	The Board shall hold a Hearing on the	his/her representative must

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. 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.

submission must occur within 15 calendar days from the date the employee receives the Department Head'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 5: Personnel Policy Board Hearings 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.

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 5: Personnel Policy Board Hearings 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.

verbally notify the Chief Deputy that a written grievance has been filed.

- C. From the time the Chief Deputy or his/her designee first becomes aware that a grievance has been filed, he/she shall have ninety-six (96) hours to respond to the grievance, in writing, excluding weekends and holidays recognized by this agreement. The grievance shall be considered denied if the Chief Deputy or his/her designee fails to respond within this period.
- D. If the Chief Deputy or his/her designee denies the grievance, the employee may continue in the grievance process except for the disqualifications listed in Article 5, Section 3:
- 1. Disciplinary Grievance
 - a. The employee may file the disciplinary grievance with the Merit Commission. This action must occur within ten (10) calendar days after the employee is presented with an Order of Suspension, Demotion or Termination (Neb. Rev. Stat. Sec. 23-1734).
 - b. The Merit Commission shall, within fourteen (14) calendar days from the filing of such appeal, hold a hearing thereon, and thereupon fully hear and determine the matter, and either affirm, modify or revoke such Order. The findings and decision of the Merit Commission shall be certified to the Sheriff. and shall

forthwith he enforced by himbre (Not. Rev. Stat. Soc. 23-1734). c. The Merit Commission shall base its findings and decision on the bytaws and statutes in effect at the time of the hearing. 2. Non Disciplinary Greavance. a. The employee may file the non-disciplinary greavance with the Merit Commission. This action must occur within the Merit Commission. This action must occur within the Merit Commission shall hear the greavance at its next regularly subtended meeting. b. The Merit Commission shall hear the greavance with a great shall be decided meeting, and the greavance with the memory of the great shall be a special meeting the shall be a special meeting and the greavance (Not. Not. Stat. Soc. 23-1704). c. After hearing or reviewing the greavance, the Merit Commission shall be decided the greavance (Not. Not. Stat. Soc. 23-1704). d. After hearing or reviewing the greavance, the Merit Commission shall be delivered to the paties to the grievance or their commel with severe (17) of the hearing or the submission of the written grievance (Not. Rev. Stat. Soc. 23-1734). d. The Merit Commission shall base the find can be the find commission on the bytawa in effect at the time of the hearing or the submission on the bytawa in effect at the time of the hearing.				rage 17
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21.	DISCIPLINE & DISCHARGE (PRR) RULE 7: Progressive Discipline	Align the disciplinary appeal process with the PRR ARTICLE 17	Align the disciplinary appeal process with the PRR ARTICLE 23	ARTICLE 6 EMPLOYEE RIGHTS SECTION 7, E:	ARTICLE 7 DISCIPLINE AND DISCHARGE SECTION 7.	E. Grievance Filing Deadline - The starting date and time for the ninety-six (96) hour period and the ten (10) day period listed in this Section shall be considered to occur at the same time. ARTICLE 6 EMPLOYEE RIGHTS SECTION 7, G:
		DISCIPLINE & DISCHARGE	DISCIPLINE & DISCHARGE	Documented 6 months	Personnel Files: F.	Counseling 90 Days
	A. Reprimand	SECTION 1:	SECTION 3:	Verbal 1 st Incident;		Admonishment 180 Days
	B. Suspension			Reprimand	Counseling 90 Days	Reprimand 18 Months
	C. Demotion	Counseling 6 mths	Verbal 1 Year (if	1 year	Admonishment 180 Days	Suspension 4 Years
	D. Dismissal	1 st Incident	counseling documented)	2 nd Incident	Reprimand 18 Months	Demotion Permanent
		Counseling 1 Year 2 nd Incident	Written 2 Years Reprimand	Written 2 Years Reprimand	Suspension 4 Years	Termination Permanent
		Verbal 1 Year	Suspension 4 Years	Suspension 4 Years	Demotion Permanent	
		Warning	Demotion Permanent	Demotion Permanent	Termination Permanent	
		EAP 1 Year	Termination Permanent	Termination Permanent		
		Training /				
		Referral				
		Written 2 Years				
		Reprimand Suspension 2 Years				
		Demotion 1 st 4 Years				
		Incident				
		Demotion 4 Years				
		2 nd Incident				
		Termination Permanent				
22.	WAGE & SALARY SCHEDULE	Overall, the percent of increase declines as employees become more experienced, which is not an incentive to retain experienced staff.	Although the "minimum to maximum" range of the Employee's Association salary schedule is consistently applied at 34.77%, nevertheless the range is small [which creates grade creep,	1. Four position titles capture "telephone communications" but the character and scope of work performed is not inherently different to support more than three-(3) levels.		Salary schedule does not establish a valid career series; the corporal and captain exist as single incumbent positions.
		2. Four position titles capture "building maintenance and repair" but the character and scope of work performed is not inherently different to	salary compression, etc.], and the percent of increase between steps at 3.80% is less than nearly all other Sarpy County salary schedules.	2. The position title hierarchy does not provide distinction between the "Senior" and the "Lead" positions; and the compensation range between these positions is negligible.	amalgamation (IT, clerical, healthcare, law enforcement, maintenance, etc.), and therefore,	monetized throughout the entire salary schedule.

support	more	than	two-(2)
levels.			

- 3. Three position titles "Heavy capture Equipment Operation" but the character and scope of work performed is not inherently different to support more than two-(2) levels: and the compensation range between the first and second levels negligible.
- 4. The "Labor" and the "Gatekeeper" positions receive a "bump" in pay for the last (Step 6) increase which is nonconsistent will all other positions within the AFSCME salary schedule (i.e., potential disparate impact, discrimination, salary inequity).
- 5. The approved (2%) percent increase for each fiscal year through 2018 is not captured for the "Administrative Assistant I" position; instead, the published rate has the position receiving less of an annual increase, and less of an increase between steps.
- 6. The "minimum to maximum" range of the AFSCME salary schedule

- 2. Unlike other salary schedules, employees moving from grade 7 to 8 and from grade 11 to 12 receive a 10% salary adjustment, which is considerably larger than movement between other grades within the schedule or between other Sarpy County salary schedules.
 - The "minimum to maximum" range of the salary schedule varies greatly from 22.27% to 48.09%, which by default, creates grade creep, salary compression, and with the overwhelming majority of staff topped-out" or compensated at the maximum of the salary range.
 - 4. Rounding-up in the adopted salary schedule is not consistently applied.

Original appointment to any position shall be made at the entrance step of a salary range, excluding registered nurses and the Community Relations
Coordinator, unless Article 14, Section 3 is applicable. Advancement from the entrance step to the maximum step within a salary range shall be based on performance and length of service as follows:

Step 1 - Year 1

Step 2 - Year 2

Step 3 - Year 3

Step 4 - Year 4

Step 5 - Year 5

Step 6 - Year 6

Step 7 - Year 7

Step 8 - After 7th year

Effective July 1, 2015, part-time employees, excluding registered nurses, shall progress to the next step upon working 2,080 hours, or upon their two year step anniversary, whichever comes first. Registered nurses shall progress to the next step upon working 1,872 hours, or upon their two year step anniversary, whichever comes first.

Message for 2017 Fiscal Year, "The primary issue in developing the budget for the 2017 fiscal year was to maintain the high level of law enforcement . . ." but the FOP Sworn salary schedule provides the Captain with the smallest salary range (minimum to maximum) at only 14.99%, against subordinate positions

4. Overall, the percent of increase declines as employees become more experienced, which is not an incentive to retain experienced staff.

from 26.12% to 40.33%.

with salary grades ranging

		•				r age 20
		varies greatly from 11.24% to 35.45%, which by default, creates grade creep, salary compression, and with the overwhelming majority of staff "topped-out" or compensated at the maximum of the salary range. [This means the salary range essential serves no purpose, because the majority of employees share the same "flat" salary, and compensation is tenured based and not meritorious.]				
23	SENIORITY	ARTICLE 10 SENIORITY 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.	ARTICLE 11 SENIORITY 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.	ARTICLE 9 SENIORITY SECTION 1 Seniority, as it applies to full-time employees, will be based on continuous length of service with the Communications Department without a break or interruption, provided that any suspension for disciplinary purposes, absence on authorized leave with pay or layoff for thirty (30) calendar days or less shall not constitute a break or interruption of service within the meaning of this section. An approved FMLA ("Family Medical Leave Act") absence or an absence in compliance with USERRA shall not constitute a break in service.	ARTICLE 8 SENIORITY SECTION 2 Seniority, as it applies to full-time employees relative to granting employees preference for holiday and vacation leave, shall be based on continuous length of service with the Sheriff's Office. SECTION 3 Seniority, as it applies to full-time employees relative to bidding for duty shifts, shall be based on continuous length of service in that particular classification. All employees will be considered to have continuous length of service in all classifications below his or her present level.	ARTICLE 8 SENIORITY SECTION 1. Continuous length of service shall mean service with the Sheriff's Office without a break or interruption. The following shall constitute a break or interruption and seniority will be frozen for the entire duration of the break or interruption, which will also affect any other provision of seniority: A. Suspension for disciplinary purposes for more than thirty (30) calendar days but less than one year. B. Authorized leave of absence for more than thirty (30) calendar days (with or without pay) but less than one year, except absences while complying with FMLA, as described in Article 12, Section 8, or USERRA, as described in Article 12, Section 3, shall not constitute a break or interruption

						Page 21
						in service.
						C. Layoff for more than thirty (30) calendar days but less than one year.
						D. Employees who ceased employment and then were rehired within less than one-hundred and twenty (120) days. Employees that have separated from service for more than one-hundred and twenty (120) days will be treated as a new employee if rehired.
24.	MANAGEMENT RIGHTS	YES	YES	YES	YES	YES
	Except where limited by expressed provisions elsewhere in this Agreement,	ARTICLE 2 MANAGEMENT RIGHTS	ARTICLE 3 MANAGEMENT RIGHTS	ARTICLE 7 MANAGEMENT RIGHTS	ARTICLE 3 MANAGEMENT RIGHTS	ARTICLE 3 MANAGEMENT RIGHTS
	nothing in this Agreement shall be construed to restrict,	SECTION 1 & 2: A through H	SECTION 1 & 2: A through H	SECTION 1 & 2: A through G	SECTION 1:	SECTION 1.
	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.				The County and the Sheriff have the right to plan, direct, control, reduce and terminate operations; to determine the nature of services to be supplied and to determine the extent to which such services will be provided; or the scheduling of service and the methods, processes and means of service. The Sheriff has the right to hire, select and promote in accordance with the Sarpy County Sheriff's Office's and Personnel Rules and Regulation's employment process. The Sheriff has the authority to	The Sheriff and the County (hereinafter "Employer") shall retain any and all authority and powers as employers as granted to them by Nebraska law except as provided in this Agreement. These powers of the Employer shall include but not be limited to the following: The right to plan, direct, control, reduce and terminate operations; to determine shift schedules as provided in this Agreement; to
					determine shift schedules, and to also assign, transfer, demote, suspend and discharge employees; the right to promulgate and enforce reasonable rules and the consequences for violating those rules; the right to establish drug, alcohol and controlled substance testing; the right to relieve employees from duty because of lack of work or other legitimate reasons; and the right to introduce any new or	determine the nature of services to be supplied and to determine the extent to which such services will be provided; or the scheduling of service and the methods, processes and means of service; the right to hire, select, and promote in accordance with the Merit Commission's employment process and to also assign,

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				improved methods or facilities; the right to establish and implement a performance appraisal system and the right to select any and all equipment and materials to be utilized in the operation of the Sheriff's Office. Except where expressly limited, nothing in this Agreement shall be construed to restrict, limit, or impair the rights, powers, and the authority of the Sheriff and the County.	transfer, demote, suspend and discharge employees; the right to promulgate and enforce reasonable rules and the consequences for violating those rules; the right to establish drug, alcohol and controlled substance testing; the right to relieve employees from duty because of lack of work or other legitimate reasons; and the right to introduce any new or improved methods or facilities; the right to establish and implement a performance appraisal system and the right to select any and all equipment and materials to be utilized in the operation of the Sheriff's Office. Except where expressly limited, nothing in this Agreement shall be construed to restrict, limit, or impair the rights, powers, and the
					authority of the Employer.
SUBJECT	AFSCME L251	EMPLOYEES ASSOCIATION	FOP LODGE 3 COMMUNICATIONS (Plus ADDENDUM)	FOP LODGE 3 LAW ENFORCEMENT NON-SWORN (Plus ADDENDUM)	FOP LAW ENFORCEMENT SWORN