

# Harold J. Reynolds, 402-418-8424

harold.reynolds@icloud.com

## **EMPLOYEE/LABOR RELATIONS - Essay Questions**

- 1. EEO/AA/ADA TRAINING - Explain how you would structure a program to educate the workforce about gender and racial discrimination and harassment. Further, explain the policies you would employ. How would your program protect the organization from litigation?**

**Response:** With limited exception, as required by law, most public sector employers must act in compliance to a whole suite of employment laws (such as Title VII, Executive Order 11246, Americans with Disabilities Act, Rehabilitation Act of 1973, Equal Pay Act, etc.) which, in one way or another deal with sex, race, harassment, etc., and these laws must be posted at the workplace in a common area accessible to all employees. Consequently, the first "program" to define, educate, and communicate gender, racial discrimination, and harassment in the workplace is Federal legislation, which, in some cases is embellished through the jurisdiction of local/municipal ordinances, State law, etc. Given the aforementioned, all subsequent employee communications should be aligned to these official, legal communications.

For the most part, and despite all appearances to the contrary, the continued existence of the Glass Ceiling [less than 1% of all executive level positions are held by minorities and women] validates that most public and private sector employers do very little beyond (a) posting the aforementioned legal requirements, and (b) nicely packaging their commitment to AA/EEO in a published Affirmative Action Plan document. Clearly, there's a big difference between educating a workforce about non-discriminatory/illegal practices involving gender, race, and harassment versus elevating a workforce to actively embrace these principles as established by law.

Without regard to being a minority, I also have a fiduciary responsibility to my employer. So, I do not support training programs that inappropriately skew gender, race and harassment issues to one sex (male) or to one race (White). These programs are counter-productive and do very little to level the playing field. As an HR pro who's never lost a decision to the EEOC (approximately 20 consecutive wins), in my experience most employees care little about discrimination issues until they perceive/believe they've been disadvantaged (often as a result of negligent management and not discrimination). Given my fiduciary responsibility not to make gender, race, etc., a bone of contention or litigation, all employer-based "discrimination education" programs I've installed - and they work - are bereft of any reference to race, sex, disability, etc. Why? With very few exceptions, an employee is not hired to be male, or female, or disabled, etc. So, frankly, it's bad business to focus on factors that are not compensatory and illegal! With this in mind, I re-direct discrimination education programs (even the "canned" ones) to focus on the employee's demonstrated proficiency to perform the work at or above the required job standards, and I guide management to ignore all considerations that do not directly involve measuring an employee's performance against job standards. The advantages to this approach are quite simple:

1. The employee KNOWS exactly how their performance is measured, the specific requirements for career advancement, and exactly what will happen for failure to perform.
2. The immediate supervisor KNOWS exactly how their employee's performance is measured, the specific requirements for career advancement, and exactly what to do if the employee fails to perform.

With this approach, which includes using both (trained) non-management and management to conduct discrimination education training, the training emphasis is on "the work," and the creation and measurement of uniform guidelines and standards to evaluate, promote, or discipline staff. The work environment is appropriately competitive, with the likelihood for career success to the employee with the highest level of objectively measured and validated performance - which has nothing to do with their gender, race, disability, age, etc. This is how I've protected my employer's from litigation. Again, it works beautifully!

## **2. WORKPLACE MOBILITY - What programs would you implement to assist employees as they desire to advance in the organization or transition to other jobs or divisions?**

**Response:** Ultimately, workplace mobility is defined through position hierarchy, both vertical and lateral. In the absence of clearly defined position hierarchy workplace mobility is not strategic and, if and when it occurs, it typically happens subjectively, inequitably, and politically through senior executives who function as "satellites of power" and without consideration of equitable relationships with similarly performing positions located in and controlled by their peers. This is a highly inefficient way to conduct position management.

Proudly, I am a major proponent of career advancement - which includes the creation of thousands of career series in extremely diverse private/public sector, profit/non-profit, union/non-union and multi-site/multi-state and international environments. For example, at the City of Dallas I conducted the analysis and subsequently created career mobility that, for the very first time, established that Fire dispatch operations could have greater workplace mobility (career opportunities) than Police dispatch, which previously shared the same alignment. I've also established career mobility practices in aerospace, finance, health care, gaming, IT, retail, manufacturing, public education, municipal government, and property/casualty insurance industry.

It's been my on-going practice to establish and maintain position hierarchy, which enables workplace mobility, through all of the following programs and/or related activities:

- a. Compensation Philosophy that defines standards for internal equity, external competitiveness, and Position Management;
- b. Installation or update of an effective job evaluation system;
- c. Management succession with both vertical and lateral dimensions;
- d. Employee retention policies that define practices for job offers and counter offers;
- e. Cross-functional alignment (between departments/divisions, etc.);
- f. Alignment to business unit objectives, and service delivery requirements;
- g. Open Access - Employee access to job descriptions, salary schedules, etc.
- h. AA/EEO/ADA/Diversity compliance [Notably, in my experience race-based promotional policies, including Conciliation Agreements with the OFCCP are not necessary if selection criteria is derived through application of the Uniform Guidelines of Employee Selection];
- i. Training and development, with concurrent internal career counseling;
- j. The creation and maintenance of job descriptions/position classifications for all positions. Plus, the concurrent creation of related job standards;
- k. The frequent and on-going communication of promotional policies and practices to staff and management, with an emphasis on growth promotions that establish (based on achievement of designated standards of performance) automatic upward or lateral movement into or between positions.

"Trip has demonstrated a thorough knowledge in the human resources field. His ability to deal with the issues is reflected in how he has handled difficult situations for the Plant Services Department. He is able to support the employee's position and maintain a strong representation of this institution's policies and goals." **Rich Palestro, Director of Plant Services, National Jewish Center for Immunology and Respiratory Medicine**

"I just want to take this opportunity to thank you for your special assistance at National Jewish Center. As you are aware, the legal matter in which we were engaged required the presentation of a complex set of facts to a government agency. The manner in which you organized the facts was very important to the successful outcome of the case. Since working with you on this project, I have used the system you engineered successfully in other situations. In addition to presenting the facts in an organized, easy to understand fashion, it is a pleasure to work with a person who maintains their objectivity and is able to treat "difficult to handle" people fairly and with concern." **Ann Allott, Attorney at Law, Allott, Engineer & Makar**

MEMORANDUM

Date: 9-30-94

To: [REDACTED]

From: [REDACTED]

- RE: 1. Notice of Intent to Litigate  
2. Notice of Intent to File Complaint with EEOC  
3. Notice of Resignation ("Constructive Discharge")

The attached documentation describes in detail the reasons for the referenced notices.

After my 6-6-94 memo, [REDACTED] directed Trip Reynolds to conduct an investigation, although prior to then many employees on [REDACTED] spontaneously met with Mr. Reynolds to voice complaints similar to those addressed in my memo. In a subsequent meeting [REDACTED] and [REDACTED] advised me that [REDACTED] "may have" violated the [REDACTED] policy on solicitation, but found no merit in any of the other items cited (despite many of these being validated by other employees to T. Reynolds) and suggested [REDACTED] and I attend conflict resolution sessions. I agreed to do this until the incident described in my 8-26-94 memo.

At [REDACTED] request, I agreed to meet with her on 9-26-94 for her and I to discuss my 8-26-94 memo. However, [REDACTED] surreptitiously requested [REDACTED] and [REDACTED] to be attendance when I arrived for what I thought was a 1:1 discussion of my memo. This destroyed my trust in [REDACTED]. In addition, prior to this meeting a nursing supervisor told me [REDACTED] had advised her that I was trying to manipulate the supervisor. At this meeting both [REDACTED] and [REDACTED] witnessed [REDACTED] lying, yet did not address this issue. The issue of continued harassment of me in retaliation for exposing her Amway business was also not addressed.

These two female managers again concluded that my female supervisor was, as before, guilt-free of committing any wrongs against me, a minority male in a female dominated profession.

The only time I felt I received an open-minded audience was when I talked with Trip Reynolds. A sentiment shared by my peers who also talked with him. [REDACTED] Human Resources needs someone who addresses people equitably without regard to sex, race, age or religion.

In the penultimate meeting with [REDACTED] she angrily advised me to pursue litigation after I told her my 6-6-94 memo had been reviewed by legal counsel. I responded that I found her surprising advice inappropriate. Perhaps you agree with her, but I thought you should have the opportunity to make your own decision. Litigation for the reasons cited in my 6-6-94 memo, has not been my preferable course of action, but now appears to be my only option. To that end, I am attaching an article that details an amazingly similar case lost by the CU Health Sciences Center, costing them \$250,000. Must I choose this route, I intend to employ the same legal counsel. I trust I would receive more equitable treatment form a public jury then I have from the female management at [REDACTED]. Several faculty members and peers have stated they would give testimony in my favor due to the gross injustices I have endured. Again, no one wishes to damage [REDACTED] but what option do we have?

I will hold in abeyance implementation of the litigation and EEOC complaint until after my termination at the end of my 10-16-94 shift. That should allow you sufficient time to respond, if you wish. However, I will terminate sooner if I encounter any further harassment. My health cannot tolerate anymore and I would appreciate your help in rendering my final days harassment free.

Via a copy of this memo to [REDACTED] I am requesting him to please arrange to have a Form W-2 issued with my last payment of remuneration, as required under SEC.6051 of the Internal Revenue Code. Thank you in advance.

ORIGINAL SIGNATURE,  
[REDACTED]

cc: [REDACTED]

Trip Reynolds  
[REDACTED]

**3. SPONTANEOUS EMPLOYEE RELATIONS - Please explain your response to this hypothetical issue: A supervisor approaches you as the Human Resources Director and seeks advice/guidance. The supervisor has noticed a decrease in performance in one of his/her subordinates the last few months and there are rumors of recent substance abuse. How would you advise the supervisor to proceed?**

**Response:** Given the impromptu approach by the supervisor, and without any prior knowledge of the circumstances surrounding this event, my immediate one-on-one discussion with the supervisor would involve the following Action Plan and related Q & A.

**Action Plan**

- a. Question 1: Do job standards exist that define the required performance standards, and have these performance standards been communicated to the employee? If yes, please produce an accurate measurement of the alleged decrease in performance. Include actual dates or interval where employee failed to meet established job standards. If job standards do not exist, please provide a "statement of work" that applies to all employees engaged in the same work activity. ACTION: If appropriate, we will establish a Performance Improvement Plan (PIP) for this employee.
- b. Question 2: Has the alleged decrease in employee performance already been captured through a PIP where the employee has been advised of termination for failure to meet and maintain performance standards during a 90-day, 6-month, or other established period for performance review? ACTION: If the period of review is completed, we will move to terminate the employee.
- c. Question 3: Is the alleged decrease in employee performance a reoccurrence? If yes, what was the nature and scope of the previous decrease in performance, and what solution(s)/remedies were applied? If the alleged decrease in employee performance is not a reoccurrence, have there been any changes in staff, operating conditions, reporting relationships, bargaining agreements, etc., that might have prompted a decrease in performance? ACTION: To be determined after feedback from immediate supervisor and case review.
- d. Question 4: Are you aware of any Employee/Labor Relations (ER/LR) issues [AA/EEO/ADA, harassment, etc.] or any Employee Assistance Program (EAP) issues [divorce, marriage, death, birth, senior/dependent care, drug use/abuse, etc.] that might have caused the alleged decrease in performance? If yes, what is the specific status for the handling of any related ER and/or EAP cases. ACTION: To be determined after feedback from immediate supervisor and case review.
- e. Question 5: As authorized by a licensed physician, is the employee taking prescription drugs, which might result in a temporary decrease in performance? If yes, did the employee (or an authorized individual per HIPPA guidelines, Worker Compensation, etc.) provide notice of such to the immediate supervisor, other designated management, or to the Human Resources Department? ACTION: To be determined after feedback from immediate supervisor and case review.
- f. Question 6: Did the decrease in performance occur after the employee returned to work from a workers compensation claim? If yes, was maximum medical improvement (MMI) validated and authorized prior to the employee's return to work? ACTION: To be determined after feedback from immediate supervisor and case review.
- g. Question 7: Is this decrease in performance mirrored by other employees? If yes, please identify all employees with a similar decrease in performance, health related or not. ACTION: To be determined after feedback from immediate supervisor and case review, including local/state Departments of Health, Center for Disease Control, State laws governing employee associations, NLRB, etc.
- h. Question 8: What is the source of the alleged rumors of substance abuse? Has the alleged substance abuse been validated by two or more independent, objective sources? ACTION: To be determined after feedback from immediate supervisor and case review, including ADA and related employment law.

**4. STAFF DEVELOPMENT - Discuss how you develop those persons that report to you? Do you develop your subordinates for promotion? How many have you assisted?**

**Response:** For over twenty years, it's been my practice to successfully develop staff by:

- a. Constantly challenging my staff to work with sovereign authority (i.e., ownership) over their designated essential functions;
- b. Constantly challenging my staff to produce solutions before the need for such.

The informal interpretation of the aforementioned is this: I want my staff to be constantly thinking about ways to make their jobs easier (yes, easier!), faster, more efficient, less time consuming – which makes my job (and my immediate supervisor's job) easier and, most importantly, it makes the delivery of HR services to our internal and external clients far more efficient. I develop my staff to "manage up" their ideas, so that, as a team, we can focus less on minutia and move on to things of much greater importance! As I've said to my FLSA exempt and non-exempt staff many times, "As long as you perform the required service demands (essential functions) of your job, as long as you don't cut corners or violate any safety requirements, or violate employer policies or employment laws, what's the downside of YOU making your job easier?" In response, I've never had an employee tell me it's in their best interest to work inefficiently.

Additionally, I'm in a very unique position to do more than to just support or encourage my staff to "manage up" their ideas. Unlike my staff, peers, and executive management I have an extraordinary knowledge of jobs [I've personally evaluated over 7,000 jobs, written over 6,000 job descriptions, conducted over 3,800 job audits, interviewed over 4,000 candidates, terminated over 1,000 employees, created over 2,500 salary schedules, established job standards and reviewed performance appraisals for over 30,000 employees, and created over 50,000 jobs]. I know how to create, compile, add, change, and modify essential functions/jobs to achieve strategic objectives. Consequently, I'm able to effectively guide and development my staff to higher levels of performance and promotion because I'm not shooting in the dark. If need be, I can run with red lights and sirens to evolve jobs to immediately support direction from executive management.

- I intentionally develop my staff for promotion. Notably, I've promoted 60% of all employees who immediately reported to me.
- On the other end of the spectrum, although I've terminated hundreds of employees in other departments for all kinds of reasons, I've never had to terminate any of my reports for cause. Proudly but humbly, I have subject matter expertise in employee recruitment and selection, training and development, reward and recognition, and discipline.

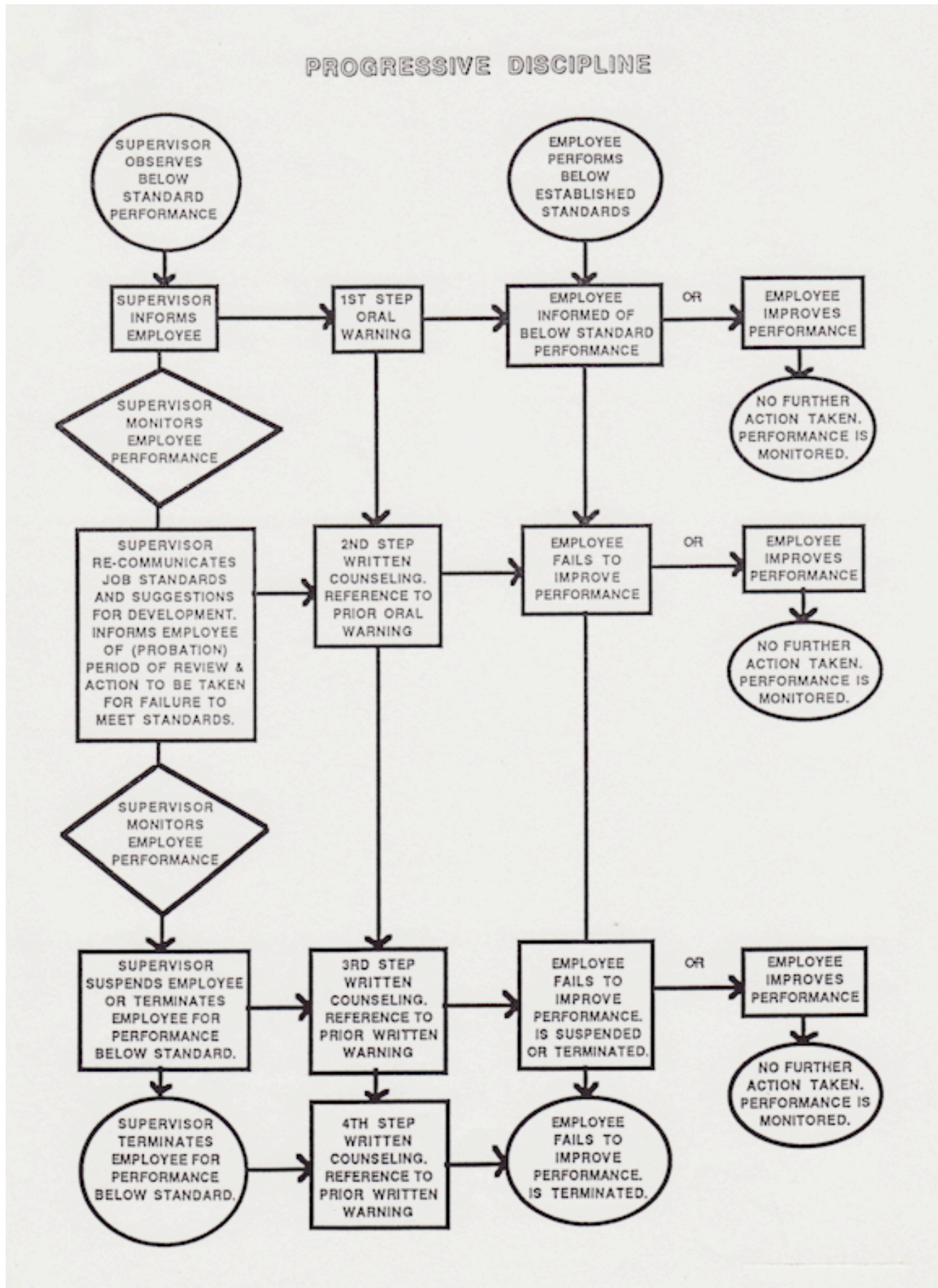
*Trip is not only a friend, but also my mentor and former manager. He is able to adapt and use his expertise in any industry. As a HR Manager, I have worked primarily in the manufacturing and food industry since 1995. I have requested Trip's HR expertise many times and he successfully helped me through many HR situations ranging from employee relations, compensation and training. He has also helped me in starting my own consulting career. I recommend Trip Reynolds to any employer that is looking for a seasoned, proactive and innovative person. You would not be disappointed. **Elizabeth "Liz" Laurel, Human Resources Manager, Pacific PreCut***

Technical Skills Self-assessment: Plus, I conduct "development by example" by making a point of keeping my technical skills as good as or better than those of my staff and peers.

- Constantly challenging and initiating voluntary and involuntary training for my staff and myself;
- Maintaining a constant awareness of the evolution of all HR disciplines including computer software, hardware, and peripherals that support the performance of these disciplines.

Then, I use this knowledge to (again) constantly challenge my staff to higher levels of performance!

PROVIDE AN OVERVIEW OF HOW TO MANAGE PROGRESSIVE DISCIPLINE:



Hello!

Proudly but humbly, I'm a subject matter expert in all HR disciplines; and equally important, I have a successful track record creating and evolving jobs, and growing organizations from property casualty insurance to education, from highly technical IT to aerospace/manufacturing, from healthcare (acute, long-term care, medical research) to municipal government! Most importantly, I have successfully and repeatedly performed all of the posted essential job functions. Here's proof:

**FACTS ABOUT MY CANDIDACY – AN OVERVIEW – (<http://www.reynos.com/bio.htm>)**

- Created/recruited over 50,000 jobs: <http://www.reynos.com/bio.htm> - [Recruitment](#) and <http://www.reynos.com/bio.htm> - [TB-Recruitment](#)
- Evaluated over 7,000 jobs: <http://www.reynos.com/bio.htm> - [Position Classification](#)
- Wrote over 7,200 job descriptions: <http://www.reynos.com/bio.htm> - [JobDescriptions](#)
- Wrote over 3,000+ policies, two-dozen employee handbooks, etc.: <http://www.reynos.com/bio.htm> - [Rules](#)
- Conducted over 3,500 job audits. Example: <http://www.reynos.com/Resume/JEPPESEN/JEPPESEN-PDF/IT%20Study%20-%20SLT%20Prez%20FINAL.pdf>
- Created over 2,500 salary schedules: <http://www.reynos.com/bio.htm> - [Compensation](#)
- Managed comp programs from \$1 million to \$507 million! <http://www.reynos.com/bio.htm> - [Scope](#)
- Conducted performance management (reviewed/approved) over 443,810 employee performance evaluations! <http://www.reynos.com/bio.htm#PERFORMANCEMANAGEMENT>
- Lead and validated a 68% drop in health claims by health promotion program members vs. a 79% increase in health claims by non-members: <http://www.reynos.com/Benefits/bene1.htm>
- Diverse HR experience in public/private sector, profit/non-profit, union/non-union, multi-site/multi-state, and international: <http://www.reynos.com/bio.htm> - [Scope](#)
- Subject matter expertise in employee/labor relations: <http://www.reynos.com/bio.htm> - [ER](#)
- Designed, implemented, conducted employee/management training: <http://www.reynos.com/bio.htm> - [Training](#)
- Diverse HR experience in broadcasting, aerospace, public education, finance, health care, gaming, IT, retail, manufacturing, municipal government, property/casualty insurance, and HR consulting.
- Filmed, produced & broadcast over 35,760 hours of community content: <http://www.reynos.com/bio.htm#Media/CommunityRelations>
- Robust success in community-based fundraising: <http://www.reynos.com/bio.htm> - [Fund](#)
- Never used any sick days.
- Never filed any health claims.
- Never lost a decision to the EEOC, successfully managed AA/EEO/ADA/Diversity: <http://www.reynos.com/bio.htm> - [Diversity/AA/EEO](#)
- Won 100% of self-represented unemployment claims.
- SME in proprietary HRIS.
- SME in all HR print and electronic communication methodologies, including HTML: <http://www.reynos.com/bio.htm#Communications>
- For more info, go to: <http://www.reynos.com/bio.htm>

Again, I'm a subject matter expert in all HR disciplines; and equally important, I wield a successful track record of creating and evolving jobs, and growing organizations!!! You can immediately validate my proficiencies via my expanded online resume, here: <http://www.reynos.com/bio.htm>

Call me, now at: **402-418-8424**

**Harold (Trip) Reynolds**

**402-418-8424**

[harold.reynolds@icloud.com](mailto:harold.reynolds@icloud.com)

<http://www.reynos.com/bio.htm>

# HAROLD (TRIP) J. REYNOLDS • 402-418-8424 • REYNOS.COM/BIO.HTM

**Subject Matter Expertise (SME)** - Compensation / Position & Change Management, Job Evaluation / Recruitment & Selection (local, regional, national, international) / Training & Organizational Development / Employee & Labor Relations / Health Benefits (acute, long-term care, medial research, wellness) / Employee Assistance Programs / Deferred Compensation / TQM / HRIS / Employee Communications & Media relations (print, broadcast, intranet/internet, social media, web design/HTML) / Diversity Management (AA/EEO/ADA) and Ethics

**Environments** - Private & public sector / Profit & Non-profit / Union & Non-union / Multi-site, Multi-state & International / Average employee population serviced is 9,611 and has ranged from less than 100 to over 60,000

**Industries** – Broadcasting / Aerospace / Public Education / Financial Services / Healthcare / Gaming / Manufacturing / Municipal Government / IT / Retail / Property & Casualty Insurance / Human Resource Consulting / Media Relations, Public Affairs & Marketing

## **FACTS ABOUT MY CANDIDACY (OVERVIEW)**

- **Created/recruited** over 50,000 jobs.
- Conducted **performance management** (reviewed and approved) over 443,810 employee performance evaluations!
- Directed **health benefits**, and lead and validated a 68% drop in health claims by **health data analysis/wellness program** members vs. a 79% increase in health claims by non-members.
- **Diverse HR experience** in public/private sector, profit/non-profit, union/non-union, multi-site/multi-state, and international environments.
- **Diverse HR experience** in aerospace, public education, financial services, health care, gaming, IT, retail, manufacturing, municipal government, property/casualty insurance, broadcasting, and HR Consulting.
- Produced (filmed and edited) and broadcast over 35,760 hours of **community-based content and media relations**
- Won 100% of self-represented unemployment claims.
- SME in all **HR communications**, including newsletters, intranet/HTML, and audio/video.
- Never used any sick days.
- Never filed any health claims.
- **Never lost a decision to the EEOC.**
- Diverse subject matter expertise in **employee/labor relations**.
- Diverse subject matter expertise in **training and development**.
- Managed comp programs from **\$1 million to \$507 million!**
- SME in proprietary HRIS.
- **Evaluated over 7,000 jobs.**
- **Wrote over 7,200 job descriptions.**
- Wrote over 3,000 policies; wrote dozens of **employee handbooks**.
- Conducted over 3,500 **job audits**.
- Created over 2,500 **salary schedules**.

**Human Resource Consultant; Reynos Consulting;** P. O. Box 412; Crete, NE 68333 - December 1995 to Present [Referral based/freelance HR Consulting] - Provide HR consulting services to broadcasting, health care, aerospace, IT, financial services, gaming, manufacturing, retail, and import/export industries. Designed and reconciled compensation strategies for retail sales operations that aligned with business unit objectives and strategies. Guided HR management at in-house counsel firms on performance management, document retention, **report writing and analysis, bargaining unit analysis and labor relations**, linkage of proprietary legal office scheduling applications with HRIS, employee relations, **ethics**, and AA/ADA/EEO. Counseled senior management in **organizational development, compensation, benefits**, change management (CM), equity/stock analysis, training, and employee/labor relations. Won all **EEO claims**; wrote policies/employee handbook/rules.

**President/CEO/GM;** Community Telecast, Inc. (CTI22.org); Omaha, NE 68111 - December 2007 to June 2013 (Volunteer) - Direct all business operations 24/7/365, including human resources and fund raising [501 (c)(3)], through a constant, accurate reconciliation of expenses, revenue streams, and staff productivity. Doubled CTI22's budget in less than 7 months; increased revenue streams; installed new broadcast technologies; increased broadcast program hours and market share; collected on outstanding account receivables and brought all accounts current; and developed new relationships with the Native American and the Asian community. Broadcast the achievements of and programs of interest for greater Omaha, including business, elected officials, culture/ethics, civic groups, ethnic groups, and non-profits.

**Manager of Human Resources;** Fremont Area Medical Center; Fremont, NE 68025 - November 2006 to November 2007 [Temporary Employment] - Direct management of compensation, health benefits, employment, employee relations, and related HR disciplines for a 252 bed acute care and long-term care medical center located in metro Omaha. Updated an **inequitably** designed and poorly managed legacy comp and benefit programs. Identified significant **salary inequities** in acute nursing. Completed **revision** of **Employee Handbook** and Compensation Policy, followed by the scheduled redesign of all job descriptions, all salary schedules, and **recruitment** and **selection** practices. Designed and installed an HR intranet **web site**. Implemented cultural change to standards-based performance management, benefits management, and a proprietary point-factor job evaluation system. Directly managed 2 FLSA exempt Human Resource Generalists, and 2 FLSA non-exempt HR Specialists.

**Program Manager, Compensation;** Boeing/Jeppesen; Englewood, Co. 80112 - April 2004 to July 2006 [Reduction-In-Force] - Primary consultant to senior management for all compensation matters including research, validation, methodology, and philosophy. Introduced job design and evaluation. Produced original salary schedules for management, non-management, and IT. Consultant to management on equitable application of compensation strategies for department-driven multi-site domestic and international locations. Lead assessment and conversion from proprietary in-house HR job systems to alignment with Boeing's (parent company) Salaried Job Classification System. Created **JeppJobs.com**, an intranet inventory of all company jobs descriptions, salary schedules and related data. *Designed and installed an intranet web site for subsidiary compensation services (Jeppesen) 8 times faster/more efficient than a similar site managed by the parent corporation (Boeing).* Compiled and validated merit ratings, merit increases, and bonuses for over 1,400 employees; identified major **deficiencies** in corporate-wide sales and marketing strategies; wrote and implemented Sales Incentive Plans for both U.S. domestic and international sales staff; Established market competitiveness and internal position equity for an \$80 million compensation program/2,000 employees. Worked in conjunction with in-house counsel on additions-to-staff, AA/EEO, ethics, and corporate-wide contract compliance to standards for protection of intellectual property with an emphasis on positions engaged in sales and marketing. Designed and implemented an original salary schedule/job description intranet for the HR department, management and staff. Wrote and implemented Sales Compensation and Incentive Plans for both U.S. domestic and international aviation and marine sales staff. Aligned sales compensation to Business Requirements, IT Development Requirements, plus coordination with sales, customer service and product managers, and budgetary compliance with corporate Finance. Wrote a white-paper to prompt the evolution of product management and sales practices, and the reengineering of related compensation.



**Program Director, Compensation;** Denver Public Schools; Denver, Co. 80203 - May 1997 to June 2003 [Reduction-In-Force] - Designed an original compensation structure that increased employee pay, eliminated the salary cap for 48% of employees who had reached their salary grade ceilings, improved market competitiveness, and saved nearly \$4.5 million in salary expenditures with \$0 cost of implementation. Successfully managed \$350 million compensation program/17,500 employees. Worked in conjunction with in-house legal counsel on position hierarchy, additions-to-staff, salary placement, ethics, and alignment of positions to legislative oversight. Wrote RFP for HRIS services, and lead conversion from proprietary in-house HRIS system to Lawson. Produced \$12,000 savings in recruitment advertising expenditures with no reduction in services. Provided subject matter expertise to Board of Education, senior management and 9 employee bargaining groups/unions. Designed compensation plans and strategies that achieved recruitment goals for the attraction of retail sales staff for paraprofessional, food services, call center, and skilled trades positions. Created the **HR Department Intranet**, with an inventory of all DPS jobs openings, job descriptions, salary schedules and related data. Revised employee **handbook**.

**Vice President of Human Resources;** Denver Municipal Federal Credit Union; Denver, Co. 80204 - April 1995 to May 1997 - Successfully directed all HR disciplines, including compensation, benefits, recruitment/selection, training, workers comp, unemployment comp, employee relations, organizational development, CM, etc. Won all EEO claims; wrote AA plans, administrative policies/employee **handbook**/rules. Worked in conjunction with retained legal counsel on non-disclosure agreements and criminal prosecutions. Directed HR services to support increased asset growth from \$50 million to over \$100 million in less than 2 years! Designed compensation plans and strategies that achieved recruitment goals for the attraction of retail sales staff for teller positions and related strategies for cross-promotion of member services/sales. Won 100% of all unemployment claims resulting from involuntary terminations I've directly initiated, and 90% of all other claims! Reduced benefit expenses by 50%! Successfully managed \$1.5 million compensation program/50 employees, change management, training and development. Lead and coalesced peer credit unions by pioneering multiple employer "group" ads to recruit financial services employees! Directly managed 1 FLSA exempt Training Specialist.

**Manager of Employment, Compensation, and Employee Relations;** National Jewish Medical Research Center; Denver, Co. 80206 - January 1992 to July 1995 - Won all EEO claims; managed AA/EEO/ADA and ER; wrote five AA plans, administrative policies, and employee handbook/rules. Guided retained legal counsel on HR responses to immigration issues, ADA compliance, and criminal prosecutions. Won 100% of all unemployment claims resulting from involuntary terminations I've directly initiated, and 90% of all other claims! Successfully complied with and completed a conciliation agreement with the OFCCP. Successfully managed \$60 million compensation program/1,500 employees, including training, job evaluation, salary surveys, position classification and CM. Created fund-raising positions and updated related (sales) compensation plans (employer lead all metro area non-profits on fund-raising goal achievement). Wrote RFP for HRIS services, and lead conversion from proprietary in-house HRIS system to JDEdwards. Managed recruitment of foreign nationals and directed processing of J1, H1 Visas, etc. Managed HRIS and temporary employee services including RFPs; managed reduction-in-force (RIF). Chaired United Way campaign and lead all Denver hospitals in employee participation. Directly managed 1 FLSA exempt Compensation Specialist, and 2 FLSA non-exempt HR Specialists.

**Manager, Personnel Programs;** City of Dallas; Dallas, Tx. 75201 - December 1981 to November 1991 - Successfully managed \$507 million compensation program/17,500 employees, including staff and management training, job evaluation, salary surveys, position classification, and CM. Achieved a 68% drop in health claims by health promotion program members vs. a 79% increase in health claims by non-members. Negotiated and managed health benefits; reduced targeted expenses by 50%. Maintained legal compliance with all employment laws. Created and maintained position hierarchy, salary surveys, salary schedules for all legal staff positions including attorneys, paralegals, legal secretaries, word processing pool, etc. Designed salary schedules, job postings, position hierarchy, workflow, etc. Successfully maintained union avoidance. Successfully averted EEO claims and class action initiatives; wrote administrative policies/employee handbook/rules. Managed compensation, benefits [cost containment, deferred comp 401(k) and 457, wellness], HRIS, EAP, and position validation (Uniform Guidelines on Employee Selection). Directly managed 4 FLSA exempt supervisors, 8 FLSA exempt Personnel Specialists, and 3 non-exempt HR Specialists.

[Note: Successful HR experiences in property/casualty insurance, municipal government and HR consulting continues back to 1977!]

**Education:** Juris Doctor (J.D.)—Completion pending. MBA—Completed graduate hours toward degree, Northern Illinois University, DeKalb, Illinois; **BA - Ottawa University;** Ottawa, Kansas, Academic Honors, FCC Certificate; **AA - Garden City Community Junior College,** Garden City, Kansas, Academic Honors; **High School Diploma -Wichita Heights High School,** Wichita, Kansas. Certifications in compensation, benefits, employment law, and employee relations. Computer/HRIS Certifications: J.D.Edwards, Lawson, Great Plains, ADP/Payroll, and other proprietary platforms, including Windows, Mac OS, Microsoft Office, WordPerfect, PageMaker, PhotoShop, DreamWeaver, Flash, FireWorks, HomePage and HTML. FEMA Emergency Management Institute Certifications: **IS-00100, IS-00200, and IS-00700.**

**Personal:** Health/Excellent - I've never used a sick day or filed a health claim with any employer! Masters Mile PR: 4:35 (1991) Masters 200 meter PR: 23.5 (1997); **President, Denver Track Club;** USA Track and Field **Champion** in various events (100 meters, 200 meters, 400 meters and 1,500 meters) over the past three decades in Kansas, Illinois, Texas, Nebraska, Colorado, and Utah! Robust experience in **philanthropy and fundraising,** and **leadership.** **Relocation:** Can handle my own relocation expenses. Review expanded resume and work examples at: <http://www.reynos.com/bio.htm> and <http://www.linkedin.com/pub/harold-trip-reynolds/4/5b/801>

# References / Letters of Recommendation for Trip Reynolds

HAROLD (TRIP) REYNOLDS • 402-418-8424 • [REYNOS.COM/BIO.HTM](http://www.reynos.com/bio.htm)

Actual Letters of Recommendation Available At:

<http://www.reynos.com/bio.htm#Letters>

WHO	WHAT	RECOMMENDATION
<p><b>Lynn Lamprecht</b>  <b>Director of Outreach Services,</b>                      President/CEO of PROMEDCARE  <b>402-720-8097</b>                      lclamprecht@yahoo.com</p>	<p>Years of Acquaintance: 8                      Nature of reference:                      Senior Executive / Colleague</p>	<p>I have had the pleasure of working directly with Mr. Reynolds. I am giving my full recommendation for Mr. Reynolds, as he would be an asset to any company interested in hiring an individual strong in human resources and/or employee wellness. <b>Lynn Lamprecht, Director of Outreach Services, Fremont Area Medical Center</b></p>
<p><b>Elizabeth “Liz” Laurel</b>  <b>Manager, Human Resources</b>  <b>Foxhead Incorporated Distribution Center</b>  <b>4611 New Castle Road</b>  <b>Stockton, California 95215</b>  <b>Phone: 209-939-8600 x4971</b>                      lizlaurel@foxhead.com</p>	<p>Years of Acquaintance: 21                      Nature of reference:                      Former Employee</p> <p>Mr. Laurel reported to me, as an FLSA exempt Compensation Specialist and for various recruitment activities, when we worked at National Jewish Center for Immunology and Respiratory Medicine (a.k.a. National Jewish Medical Research Center). Ms. Laurel is immediately aware of my skills in developing staff, and my management of compensation, employee relations, and recruitment and selection. An example of our joint work effort: I wrote a RFP for temporary help services and Ms. Laurel and I evaluated vendor responses, interviewed vendors and awarded the contract.</p>	<p>“Trip is not only a friend but also my mentor. He is able to adapt and use his expertise in any industry. As an HR Manager, I have worked primarily in the manufacturing and food industry since 1995. I have requested Trip’s HR expertise many times and he successfully helped me through many HR situations ranging from employee relations, compensation and training. He has also helped me in starting my own consulting career. I recommend Trip Reynolds to any employer that is looking for a seasoned, proactive and innovative person. You would not be disappointed.” <b>Elizabeth “Liz” Laurel, Human Resources Manager, Foxhead Incorporated Distribution Center</b></p>
<p><b>Carla Hedrick</b>  <b>President/CEO, Denver Community Federal Credit Union</b>  <b>1075 Acoma Street</b>  <b>Denver, Colorado 80204</b>                      Phone: 303-573-1170 x1703</p>	<p>Years of Acquaintance: 18                      Nature of reference:                      Senior Executive/Immediate Supervisor</p> <p>Ms. Hedrick is chief executive for DCFCU and was my immediate supervisor. She is immediately familiar with my work effort, which included: handling employee relations (progressive discipline, sexual harassment, involuntary terminations, AA/EEO, etc.); successfully winning three (3) EEO decisions [no losses]; updating the employee handbook; designing and communicating compensation structures; conducting an original recruitment advertising</p>	<p>“It is my pleasure to write a letter of recommendation for Trip Reynolds, who served as the Vice President of Human Resources at Denver Community Federal Credit Union for three years. As President/CEO of Denver Community Federal Credit Union, I have had the pleasure of working directly with Trip. Trip has played a pivotal role in developing and implementing the HR programs that make DCFCU strong. His work ethic and communication skills would bring value to any new opportunity he pursues.” <b>Carla Hedrick, President/CEO, Denver Community</b></p>

	<p>campaign for area credit unions; supporting members services by designing the Member Service Protocols; validating dual controls and assisting with cash counting and depositing of funds at the Federal Reserve; and handling facility management.</p>	<p><b>Federal Credit Union</b></p>
<p><b>Irv Moskowitz</b>  <b>Director, Urban Education Center,</b>  <b>University of Northern Colorado</b>  <b>UNC Denver Center</b>  <b>Higher Education &amp; Advanced</b>  <b>Technology Center at Lowry</b>  <b>1059 Yosemite, Building 758</b>  <b>Denver, Colorado 80230</b>  Phone: 303-365-7631 or  (303) 637-4334</p>	<p>Years of Acquaintance: 16  Nature of reference:  Senior Executive/Board level</p> <p>Mr. Moskowitz is a previous Superintendent for Denver Public Schools and is familiar with my work product, and my ability to effectively communicate complex issues before senior decision makers and executive boards.</p>	<p>“It is a pleasure for me to write a letter recommending Trip Reynolds. Mr. Reynolds has an extensive knowledge of human resources and continuously seeks to expand his knowledge and problem solving/managerial skills. He has demonstrated ability to clearly articulate complex issues and presents information with confidence. Trip has analyzed the salary structures of all employee groups, identified inequities, and made recommendations for improving our “way of doing business.”</p> <p><b>Irv Moskowitz, Superintendent,</b>  <b>Denver Public Schools</b></p>

**REFERENCES / LETTERS OF RECOMMENDATION (ABRIDGED)**

**Bernita Mascher**, HR Recruiter/Comp Specialist, Fremont Area Medical Center, 450 East 23rd Street, Fremont, NE 68025, 402-941-7366

**Angie Martens**, HR Director, Nebraska Cancer Center, 402-719-1798 or 402-955-2697

**Dr. Maorong Jiang, Director of the Asian World Center, Creighton University**, Becker Hall Suite G25, 2500 California Plaza, Omaha, NE 68178, 402-280-2896

Trip, it is difficult for me not to overstate the value I feel you have brought to the Human Resources team and to Jeppesen. Your previous experiences have brought Jeppesen a new expertise. Your ability to evaluate the current issues, to develop a method to address these issues and to communicate in a logical and understandable manner has already started to establish more credibility in the compensation area. Because your responses are well researched and well thought out managers and employees are appreciative of the direct answers you give to their questions. (RETIRED)

**Gwen Underwood, Manager of Employee Services, Jeppesen** 800-353-2107

Trip, Thanks for your contribution this year! You've made a great difference in the way compensation is viewed by the management! Thank you! **Alice DiFraia, Director of Human Resources and Organizational Development, Jeppesen [Terminated]** 800-353-2107

Let me express my appreciation for the time and effort you devoted this summer to the development of salary proposals for teachers and administrators. I know that at times you worked at quite a hectic pace, but the quality of the work you produced is exemplary. I extend to you my sincere thanks and best wishes. **Sharon A. Johnson, Interim Superintendent, Denver Public Schools [Retired]** 720-423-3200

Dear Trip, I would like to thank you for the time and effort you put in with me as I tried to make sense of the reclassification process. Your sense of humor and patience on my behalf was quite refreshing. You walked me through some very confusing Excel applications and made it seem easy. Additionally, helping me to understand "options" available helps me to make a more informed career decision. Again, thank you and yes "Math is my friend!" **Diana Gadison, Teacher, Denver Public Schools**

Trip has been an invaluable resource for us the past few years. As you are aware, Human resources is a landscape littered with many potential landmines. He has extensive knowledge in this area, and we have always been very comfortable relying upon his advice. Trip has given us excellent counsel on many different situations. He has also

composed exceptional documents for us to handle these various situations. Please feel free to contact me regarding Trip Reynolds. I would be happy to give my highest recommendation regarding him and his expertise in the HR field. **Bradley H. Harvey, President/CEO, Horizons North Credit Union**

"While my relationship has been limited with Mr. Reynolds, all of my business negotiations have been very professional. He has followed through and done what he told me he would do, and for this reason by itself, I would certainly look forward to working with him in the future in any capacity he may be in." **Larry Fine, President, Fine & Company Executive Recruiters**

"Trip often helped me in accomplishing my goals. He served as an instructor for two conferences held for two thousand employees, provided strategies to supervisors, and Trip was instrumental in carrying out the Executive Development Program by ensuring validity and reliability. He is creative, personable, and energetic. His talents will benefit any organization." **Bonnie A. McElearney, Manager of Personnel Development, City of Dallas**

"I have found you to be my point of contact very frequently over the past three years. I take this opportunity to thank you for those many times you have assisted me in my work. You have always been pleasant, knowledgeable and competent from my point of view." **Betty D. Askew, PBX Supervisor, National Jewish Center for Immunology and Respiratory Medicine**

"...Enclosed in the proposed personnel reorganization of Reunion Arena. This is the result of many hours of working with the Personnel Department over the last 8 months. Individuals with the Personnel Department who have assisted in this effort are Dr. Troy Coleman, Joe Tillotson, Albert Chew, Bill Underhill, Melinda Crayton, and especially Trip Reynolds." **Will Caudell, General Manager, Reunion Arena**

"Trip has demonstrated a thorough knowledge in the human resources field. His ability to deal with the issues is reflected in how he has handled difficult situations for the Plant Services Department. He is able to support the employee's position and maintain a strong representation of this institution's policies and goals." **Rich Palestro, Director of Plant Services, National Jewish Center for Immunology and Respiratory Medicine**

"Trip, I have just reviewed the Affirmative Action Plan and want to congratulate you on a job well done. It is by far the most complete, well organized and accurate plan done during my time at National Jewish. Thanks!" (Retired) **Fred Langille, Executive Vice President/Chief Operating Officer, National Jewish Center for Immunology and Respiratory Medicine 303-388-4461**

"As Manager of Employment, (Trip) demonstrated many innovative approaches to staffing challenges creating more effectiveness within his organization. I can honestly say that I find Trip to be a very bright and capable individual and would recommend his talents to anyone needing a strong human resources individual." **Jay Velinder, Executive Vice President, Talent Tree (Staffing Services)**

"The supervisory development conference, 'Excellence Through Quality' was a success. Thank you for agreeing to facilitate the seminar on 'Upgrading Procedures and Policies.' Your commitment helped make the difference. Thank You." **Jan Hart, (former) City Manager, City of Dallas**

"Trip is straightforward in his demeanor and not afraid to address a negative situation. He would seek out solutions instead of fingerpoint. I consider him to have vision as well as the ability to follow through. He is honest, articulate and conceptual in his dealings with my company. He exhibits a 'can do' attitude with the discipline to get it done. He takes on the yoke of responsibility and has the drive and focus to achieve a goal with bottom line earnest. He is an excellent "people person" and knows his staff quite well." **John M. Stepien, Regional Vice President, Nationwide Advertising Service 866-627-7327**

"I just want to take this opportunity to thank you for your special assistance at National Jewish Center. As you are aware, the legal matter in which we were engaged required the presentation of a complex set of facts to a government agency. The manner in which you organized the facts was very important to the successful outcome of the case. Since working with you on this project, I have used the system you engineered successfully in other situations. In addition to presenting the facts in an organized, easy to understand fashion, it is a pleasure to work with a person who maintains their objectivity and is able to treat "difficult to handle" people fairly and with concern." **Ann Allott, Attorney at Law, Allott, Engineer & Makar (303) 797-8055**

"Trip has always made himself available to help others. He has participated in and supported numerous training, and organizational development activities and Trip was very helpful in working with me to establish the position of Total Quality Manager." **Huey May, Total Quality Manager (Retired), City of Dallas 214-670-3120**

"Thank you very much for taking such an active, enthusiastic role in the four safety seminars provided for office personnel from the Business Operations of Dallas Water Utilities last week. Seventy-eight (78) employees attended the seminars, and I've heard some wonderful comments and compliments. We look forward to working with you again." **Janet Milligan, Prebill Audit and Clerical Support Supervisor, Meter Activities Division, City of Dallas**

"My interaction with Trip has been limited, but positive. In 1991, as a part of the downsizing it was necessary for me to lay-off an employee. I was on sick leave so Trip came to Dallas to handle this and to meet with remaining staff. This was a delicate situation and Trip handled it well!" **Ann J. Stephens, Director/Dallas Regional Office, National Jewish Center for Immunology and Respiratory Medicine**

"Trip and I had the opportunity to work together on the 1992/93 United Way campaign at National Jewish. That campaign produced the highest dollars raised by National Jewish and placed the Center at the top of Denver hospitals in employee participation. Trip is not afraid to step out of the box and try new and innovative approaches rather than do things the way they have always been done. In looking at Trip and his many talents he is certainly someone that would be an asset to any management team." **Jan M. Swanson, Assistant Campaign Director, Mile High United Way**

"Seldom do people take the time to appreciate the efforts of those around them, however I wanted to do that for Trip Reynolds. Although Trip has never helped me personally with any major projects, I continue to hear good things about him from other employees, particularly those in my department. The impression I have gotten is that Trip takes the time to help others and is genuinely concerned about other people's problems. From a personal standpoint, I can tell you that every time I have ever called to request information, Trip has gotten back to me in less than 24 hours with accurate and precise answers. It is always refreshing to deal with someone with such a positive and helpful attitude, and I didn't want to see his efforts unnoticed!" **Jeryl Feeley, Project Coordinator, National Jewish Center for Immunology and Respiratory Medicine**

*Reynolds has demonstrated proficiency working successfully with all kinds of people, in all kinds of environments!*

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Actual Letters of Recommendation Available Upon Request

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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-Mgmt/non-exempt ■ Facilities Management ■ Fleet Services ■ Public Works ■ Landfill  <b>POSITIONS</b> Building Technician Building Mechanic I Building Maintenance Repair I Building Maintenance Repair II Construction Inspector Survey Technician I Public Works Specialist Inventory Technician Lead Operator Heavy Equipment Operator I Heavy Equipment Operator II Heavy Equipment Operator III Skilled Laborer Laborer Lead Custodian Custodian Lead Mechanic Diesel Mechanic Auto Mechanic I Auto Mechanic II Gatekeeper Administrative Assistant I 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  <i>Note: The Clerk's Office is NOT included in the bargaining unit.</i>	Employees of the Communications Department in the following:  <b>POSITIONS</b> ■ 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.  <b>POSITIONS</b> ■ 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 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 Officer ■ Juvenile Services Senior Officer ■ Juvenile Services Supervisor ■ 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.  <b>POSITIONS</b> ■ 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

<p>3.</p>	<p>Aligning job bidding provisions with the PRR</p>	<p><b>ARTICLE 11 JOB BIDDING SECTION 1.</b></p> <p>Department Heads shall post new or vacant positions. Such posting shall be at least five (5) calendar days before the position is awarded.</p> <p>Current County employees who wish to apply for the new or vacant position shall have until the published close date to apply for the new or vacant position. Fitness and ability being substantially equal, the positions will be awarded pursuant to the seniority provision of Article 10. However, such award shall be subject to PRR Rule 5 Regulation 2 "Trial Period Probations."</p> <p>If no qualified County employee bids the position, then the position shall be posted by the Human Resources Department for seven (7) calendar days for outside applicants.</p>	<p><b>ARTICLE 13 JOB BIDDING SECTION 1.</b></p> <p>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.</p> <p>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</p>	<p><b>ARTICLE 29 SHIFT BIDDING SECTION 1.</b></p> <p>All Communications Department shift positions will be posted for bid and will be implemented on the last Sunday in August and the last Sunday in February. In addition, shift bid may be posted up to two other occasions during the calendar year at the discretion of the Department Head or designee and with at least fifteen (15) days advance notice. All Communications Department shift positions shall be posted for bid and filled pursuant to Article Nine (9) of this agreement. Such posting shall state the job title, rate of pay, shift and days off.</p> <p>Any two employees, with the approval of the Department Head or designee, may agree to trade shift positions.</p> <p><b>ARTICLE 9 SENIORITY</b></p> <p>SECTION 2.</p> <p>Seniority as it applies to shift bidding shall be based on continuous length of service within a specific classification.</p> <p>SECTION 3.</p> <p>Seniority relative to bidding for duty shift shall be based on the most recent period of uninterrupted service with the Communications Department in that particular classification.</p>	<p><b>ARTICLE 8 SENIORITY SECTION 3.</b></p> <p>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.</p>	<p><b>ARTICLE 8 SENIORITY SECTION 3.</b></p> <p>Seniority, relative to bidding for duty shifts, shall be based on continuous length of service within a specific classification. However, employees will be considered to have continuous length of service in all classifications below his or her present level.</p>
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			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	<b>YES July 1, 2016</b>
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.	<p><b>ALIGN SICK LEAVE ACCRUAL TO PRR</b></p> <p><b>(PRR) RULE 12 Section 2: Sick Leave Accruals</b></p> <p>A. Full-Time employees will accrue Sick Leave at a rate of 4.00 hours per pay period, or 104 hours per year.</p> <p>B. Part-Time employees will accrue Sick Leave at a rate of 4.00 hours for each 80 hours worked, not including overtime hours.</p> <p>C. Sick Leave shall not be accrued by temporary, seasonal, emergency, or provisional employees.</p>	<p>Reduce annual sick leave accrual from 144hrs to 128 hours per year; and set the maximum sick leave accrual amount at 960 hours.</p> <p><b>ARTICLE 23 SICK LEAVE SECTION 2.</b></p> <p><b>Accrual and Accumulation</b></p> <p>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).</p> <p>2. Nine-hundred and sixty (960) hours of sick leave may be accumulated.</p> <p>Sick leave shall not be accrued by emergency, seasonal, or temporary employees.</p>	<p>Per PRR, Increase annual sick leave accrual from 3.692hrs to 4.0hrs per pay period</p> <p><b>ARTICLE 18 SICK LEAVE</b></p> <p>SECTION 2</p> <p><b>Accrual and Accumulation:</b></p> <p>From July 1, 2015 through August 31, 2015:</p> <p>1. Full-time Employees will accrue sick pay benefits at a rate of 3.692 hours per payroll period (96 hours per year).</p> <p>2. Nine hundred and sixty (960) hours of sick leave may be accumulated.</p> <p>3. Part-time Employees will accrue sick pay benefits at a rate of 3.692 hours for each eighty (80) hours</p>	<p><b>ARTICLE 13 LEAVE PROVISIONS SECTION 4. SICK LEAVE</b></p> <p><b>Accrual and Accumulation</b></p> <p>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).</p> <p>2. A maximum of 1040 hours of sick leave may be accumulated.</p> <p>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.</p> <p>4. Sick leave shall not be accrued by temporary employees.</p>	<p><b>ARTICLE 12 SECTION 4.</b></p> <p>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.</p> <p>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, 1999 and one-quarter (1/4) for hours earned after July 1, 1999 by June 30,</p>	<p><b>ARTICLE 12 SECTION 4.</b></p> <p>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.</p> <p>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 cease earning sick leave until the employee's accumulation falls</p>



			<p>worked, not including overtime hours.</p> <p>4. Sick leave shall not be accrued by emergency or temporary Employees.</p> <p>Effective September 1, 2015:</p> <p>1. Full-time Employees will accrue sick pay benefits at a rate of 4.0 hours per payroll period (104 hours per year).</p> <p>2. Nine hundred and sixty (960) hours of sick leave may be accumulated.</p> <p>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.</p> <p>4. Sick leave shall not be accrued by emergency or temporary Employees.</p>		<p>2017.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>G. Employees shall advise their supervisors immediately when it is necessary to be absent from work on account of a non-FMLA sickness</p>	<p>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.</p> <p>C. Effective July 1, 2014, an employee who has accumulated at least one-thousand two-hundred (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.</p> <p>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,</p>
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					<p>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, child, parent, and parent-in-law) when the employee's attendance is required.</p> <p>H. 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 Personnel Rules and Regulations.</p>	<p>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.</p> <p>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.</p> <p>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</p>
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						<p>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.</p> <p>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.</p>
9.	<p>Aligning educational reimbursement with PRR</p> <p><b>(PRR) RULE 15: Fringe Benefits</b></p> <p>B. Reimbursement Terms The County will reimburse employees as follows:</p>	<p>YES</p> <p><b>ARTICLE 26 EDUCATIONAL REIMBURSEMENT SECTION 1.</b></p>	<p>YES</p> <p><b>ARTICLE 22 EDUCATIONAL REIMBURSEMENT SECTION 2.</b></p> <p>B. Reimbursement Terms</p>	<p>YES</p> <p><b>ARTICLE 28 EDUCATIONAL REIMBURSEMENT SECTION 2.</b></p> <p>B. Reimbursement Terms</p>	<p>YES</p> <p><b>ARTICLE 28 EDUCATIONAL REIMBURSEMENT SECTION 2.</b></p> <p>B. Reimbursement Terms</p>	<p>YES</p> <p><b>ARTICLE 28 EDUCATIONAL REIMBURSEMENT SECTION 1.</b></p>

	<p>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.</p> <p>2. Supplies and other fees and charges will not be reimbursed.</p> <p>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.</p> <p>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.</p>					
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

<p>Employees serving an Out-of-class 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 (5<sup>th</sup>) continuous day working such assignment. Upon completing the fifth (5<sup>th</sup>) 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.</p>	<p>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.</p> <p>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.</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>	<p>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.</p> <p>It shall be the responsibility of the supervisor to identify those hours worked out of class for pay purposes.</p>
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14.	HOLIDAYS	ARTICLE 21 HOLIDAYS SECTION 1	ARTICLE 16 HOLIDAYS SECTION 1	ARTICLE 14 HOLIDAYS SECTION 1.	ARTICLE 13 HOLIDAYS SECTION 1.	ARTICLE 13 HOLIDAYS SECTION 1.
	<p>1. New Year's Day January 1</p> <p>2. Martin Luther King Day 3<sup>rd</sup> Monday in January</p> <p>3. President's Day 3<sup>rd</sup> Monday in February</p> <p>4. Memorial Day Last Monday in May</p> <p>5. Independence Day July 4<sup>th</sup></p> <p>6. Labor Day First Monday in September</p> <p>7. Columbus Day Second Monday in October</p> <p>8. Veteran's Day November 11<sup>th</sup></p> <p>9. Thanksgiving Day Fourth Thursday in November</p> <p>10. Day after Thanksgiving Fourth Friday in November</p> <p>11. Christmas Eve December 24<sup>th</sup> (four hours)</p> <p>12. Christmas Day December 25<sup>th</sup></p>	<p>1. New Year's Day January 1</p> <p>2. Martin Luther King Day 3<sup>rd</sup> Monday in January</p> <p>3. President's Day 3<sup>rd</sup> Monday in February</p> <p>4. Memorial Day Last Monday in May</p> <p>5. Independence Day July 4<sup>th</sup></p> <p>6. Labor Day First Monday in September</p> <p>7. Columbus Day Second Monday in October</p> <p>8. Veteran's Day November 11<sup>th</sup></p> <p>9. Thanksgiving Day Fourth Thursday in November</p> <p>10. Day after Thanksgiving Fourth Friday in November</p> <p>11. Christmas Day December 25<sup>th</sup></p> <p>12. Floating Holiday</p>	<p>In addition to any other days that may be designated by the County Board of Commissioners, the following are paid holidays for all Employees:</p> <p>1. New Year's Day January 1</p> <p>2. Martin Luther King Day 3<sup>rd</sup> Monday in January</p> <p>3. President's Day 3<sup>rd</sup> Monday in February</p> <p>4. Memorial Day Last Monday in May</p> <p>5. Independence Day July 4<sup>th</sup></p> <p>6. Labor Day First Monday in September</p> <p>7. Columbus Day Second Monday in October</p> <p>8. Veteran's Day November 11<sup>th</sup></p> <p>9. Thanksgiving Day Fourth Thursday in November</p> <p>10. Day after Thanksgiving Fourth Friday in November</p> <p>11. Christmas Eve December 24<sup>th</sup> (four hours)</p> <p>12. Christmas Day December 25<sup>th</sup></p>	<p>The following and, in addition, any other days that may be designated by the County, are paid holidays for employees:</p> <p>New Years Day Martin Luther King Day Presidents' Day Memorial Day Independence Day Labor Day Veterans' Day Thanksgiving Day Day after Thanksgiving Christmas Floating Holidays (2)</p> <p>Upon the written request by the employee and only when that request does not create an overtime situation that can be foreseen at that time, a Floating Holiday may be granted by the Department Head/Assistant Director.</p>	<p>Employees shall be paid for the following holidays, along with any other days designated by the County:</p> <p>New Years Day Martin Luther King Day Presidents' Day Memorial Day Independence Day Labor Day Veterans' Day Thanksgiving Day Day after Thanksgiving Christmas Floating Holidays (2)</p> <p>Upon the written request of the employee, a floating holiday may be granted by the employee's supervisor only when that request does not create an overtime situation that can be foreseen at that time. The floating holidays shall not be carried over into the subsequent fiscal year.</p>	<p>SECTION 1. Employees shall be paid for the following holidays, along with any other days designated by the County:</p> <p>New Years Day Martin Luther King Day Presidents' Day Memorial Day Independence Day Labor Day Veterans' Day Thanksgiving Day Day after Thanksgiving Christmas Floating Holidays (2)</p> <p>Upon the request of the employee, a floating holiday may be granted by the employee's supervisor only when that request does not create an overtime situation that can be foreseen at that time. The floating holidays shall not be carried over into the subsequent fiscal year.</p>

**15. VACATION**

**(PRR) Section 2: Vacation Leave Accruals**

Yrs of Serv	Accrual PPP	Annual 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 Yrs	6.769	176 hrs
20-24 Yrs	7.231	188 hrs
25-29 Yrs	7.538	196 hrs
30+ Yrs	7.846	204 hrs

Align vacation accrual with the PRR

**ARTICLE 22 VACATION SECTION 1**

PP = Pay Period  
VAC = Vacation

0-5 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	15-19 yrs 176 hrs vac 6.769 hrs/PP	20-24 yrs 188 hrs vac 7.231 hrs/PP
25-29 yrs 196 hrs vac 7.538 hrs/PP	30 or more yrs 204 hrs vac 7.846 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:

1-5 yrs 88 hrs vac 3.385	6-9 yrs 128 hrs vac 4.923	10 yrs 136 hrs vac 5.230
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**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,

<table border="1"> <tr> <td><i>hrs/PP</i></td> <td><i>hrs/PP</i></td> <td><i>hrs/PP</i></td> </tr> <tr> <td>11 yrs 144 hrs vac 5.538 <i>hrs/PP</i></td> <td>12 yrs 152 hrs vac 5.846 <i>hrs/PP</i></td> <td>13 yrs 160 hrs vac 6.153 <i>hrs/PP</i></td> </tr> <tr> <td>14 yrs 168 hrs vac 6.461 <i>hrs/PP</i></td> <td>15-19 yrs 176 hrs vac 6.769 <i>hrs/PP</i></td> <td>20-24 yrs 188 hrs vac 7.231 <i>hrs/PP</i></td> </tr> <tr> <td>25-29 yrs 196 hrs vac 7.538 <i>hrs/PP</i></td> <td>30 or more yrs 204 hrs vac 7.846 <i>hrs/PP</i></td> <td></td> </tr> </table>	<i>hrs/PP</i>	<i>hrs/PP</i>	<i>hrs/PP</i>	11 yrs 144 hrs vac 5.538 <i>hrs/PP</i>	12 yrs 152 hrs vac 5.846 <i>hrs/PP</i>	13 yrs 160 hrs vac 6.153 <i>hrs/PP</i>	14 yrs 168 hrs vac 6.461 <i>hrs/PP</i>	15-19 yrs 176 hrs vac 6.769 <i>hrs/PP</i>	20-24 yrs 188 hrs vac 7.231 <i>hrs/PP</i>	25-29 yrs 196 hrs vac 7.538 <i>hrs/PP</i>	30 or more yrs 204 hrs vac 7.846 <i>hrs/PP</i>		<p>G. <b>Beginning</b> year twenty-five (25) through twenty-nine (29) continuous years – 7.538 hours per pay period. (196 hours)</p> <p>H. Upon completing thirty (30) continuous years – 7.846 hours per pay period. (204 hours)</p> <p>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.</p> <p>J. Temporary employees shall not receive accumulation of sick, vacation, or holiday benefits.</p> <p>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.</p> <p>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.</p>	<p>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):</p> <p>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).</p> <p>B. Upon completing two (2) through five (5) continuous years, 88 working hours (3.385 hours/pay period).</p> <p>C. Upon completing six (6) through nine (9) continuous years, 128 working hours (4.923 hours/pay period).</p> <p>E. Upon completing ten (10) continuous years, 136 working hours (5.230 hours/pay period).</p> <p>F. Upon completing eleven (11) continuous years, 144 working hours (5.538 hours/pay period).</p> <p>G. Upon completing twelve (12) continuous years, 152 working hours (5.846 hours/pay period).</p> <p>H. Upon completing thirteen (13) continuous years, 160 working hours (6.153 hours/pay period).</p> <p>I. Upon completing fourteen (14) continuous years, 168 working hours (6.461 hours/pay period).</p> <p>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.</p>	<p>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.</p>
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25-29 yrs 196 hrs vac 7.538 <i>hrs/PP</i>	30 or more yrs 204 hrs vac 7.846 <i>hrs/PP</i>														



<p>16.</p>	<p><b>LONGEVITY</b></p> <p><b>(PRR) Section 17: Longevity Pay</b></p> <p>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.</p> <table border="1"> <thead> <tr> <th>Anniversary</th> <th>Amounts</th> </tr> </thead> <tbody> <tr> <td>Years 10 to 14</td> <td>\$ 885.00</td> </tr> <tr> <td>Years 15 to 19</td> <td>1,330.00</td> </tr> <tr> <td>Years 20 to 24</td> <td>1,785.00</td> </tr> <tr> <td>Years 25 to 29</td> <td>2,165.00</td> </tr> <tr> <td>After 30 years</td> <td>\$ 2,400.00</td> </tr> </tbody> </table>	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	<p>Eliminate longevity pay for new employees hired after July 1, 2015</p> <p><b>ARTICLE 16 LONGEVITY SECTION 1</b></p> <table border="1"> <thead> <tr> <th>Anniversary</th> <th>Amounts</th> </tr> </thead> <tbody> <tr> <td>Years 10 to 14</td> <td>\$ 885.00</td> </tr> <tr> <td>Years 15 to 19</td> <td>1,330.00</td> </tr> <tr> <td>Years 20 to 24</td> <td>1,785.00</td> </tr> <tr> <td>Years 25 to 29</td> <td>2,165.00</td> </tr> <tr> <td>After 30 years</td> <td>\$ 2,400.00</td> </tr> </tbody> </table>	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	<p><b>ARTICLE 20 LONGEVITY SECTION 1</b></p> <p>Eliminate longevity pay for new employees hired after July 1, 2015</p> <table border="1"> <thead> <tr> <th>Anniversary</th> <th>Amounts</th> </tr> </thead> <tbody> <tr> <td>Years 10 to 14</td> <td>\$ 885.00</td> </tr> <tr> <td>Years 15 to 19</td> <td>1,330.00</td> </tr> <tr> <td>Years 20 to 24</td> <td>1,785.00</td> </tr> <tr> <td>Years 25 to 29</td> <td>2,165.00</td> </tr> <tr> <td>After 30 years</td> <td>\$ 2,400.00</td> </tr> </tbody> </table>	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	<p><b>ARTICLE 22 WAGES SECTION 4.</b></p> <p>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:</p> <table border="1"> <thead> <tr> <th>Anniversary</th> <th>Amounts</th> </tr> </thead> <tbody> <tr> <td>Years 8 to 14</td> <td>\$ 885.00</td> </tr> <tr> <td>Years 15 to 19</td> <td>1,330.00</td> </tr> <tr> <td>Years 20 to 24</td> <td>1,785.00</td> </tr> <tr> <td>Years 25 to 29</td> <td>2,165.00</td> </tr> <tr> <td>After 30 years</td> <td>\$ 2,400.00</td> </tr> </tbody> </table> <p>Employees hired after July 1, 2015 are not eligible.</p>	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	<p><b>ARTICLE 21 SECTION 4.</b></p> <p>Longevity pay shall be as follows for employees hired before July 1, 2015:</p> <table border="1"> <thead> <tr> <th>Anniversary</th> <th>Amounts</th> </tr> </thead> <tbody> <tr> <td>Years 8 to 14</td> <td>\$ 885.00</td> </tr> <tr> <td>Years 15 to 19</td> <td>1,330.00</td> </tr> <tr> <td>Years 20 to 24</td> <td>1,785.00</td> </tr> <tr> <td>Years 25 to 29</td> <td>2,165.00</td> </tr> <tr> <td>After 30 years</td> <td>\$ 2,400.00</td> </tr> </tbody> </table>	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	<p><b>ARTICLE 21 SECTION 4.</b></p> <p>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):</p> <p>Option 1: Employee retains existing longevity pay schedule but is not eligible to participate in the County's deferred compensation matching program</p> <table border="1"> <thead> <tr> <th>Anniversary</th> <th>Amounts</th> </tr> </thead> <tbody> <tr> <td>Years 8 to 14</td> <td>\$ 885.00</td> </tr> <tr> <td>Years 15 to 19</td> <td>1,330.00</td> </tr> <tr> <td>Years 20 to 24</td> <td>1,785.00</td> </tr> <tr> <td>Years 25 to 28</td> <td>2,165.00</td> </tr> <tr> <td>After 29 years</td> <td>\$ 2,400.00</td> </tr> </tbody> </table> <p>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).</p> <table border="1"> <thead> <tr> <th>Anniversary</th> <th>Amounts</th> </tr> </thead> <tbody> <tr> <td>Years 8 to 14</td> <td>\$ 585.00</td> </tr> <tr> <td>Years 15 to 19</td> <td>1,030.00</td> </tr> <tr> <td>Years 20 to 24</td> <td>1,485.00</td> </tr> <tr> <td>Years 25 to 28</td> <td>1,865.00</td> </tr> <tr> <td>After 29 years</td> <td>\$ 2,100.00</td> </tr> </tbody> </table> <p>Additionally, beginning January 1, 2017 any employee receiving</p>	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	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
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						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.	<p><b>HEALTH INSURANCE</b></p> <p>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.</p>	<p>YES</p> <p><b>ARTICLE 25 INSURANCE SECTION 1.</b></p>	<p>YES</p> <p><b>ARTICLE 21 INSURANCE SECTION 1.</b></p>	<p>YES</p> <p><b>ARTICLE 24 INSURANCE SECTION 1.</b></p>	<p>YES</p> <p><b>ARTICLE 23 INSURANCE SECTION 1</b></p>	<p>YES</p> <p><b>ARTICLE 23 INSURANCE SECTION 1</b></p>
18.	<p><b>LIFE INSURANCE</b></p> <p>The County shall provide fully paid term life insurance coverage for each Employee in the amount of thirty thousand dollars (\$30,000.00).</p>	<p>YES</p> <p><b>ARTICLE 25 INSURANCE SECTION 3.</b></p>	<p>YES</p> <p><b>ARTICLE 21 INSURANCE SECTION 5.</b></p>	<p>YES</p> <p><b>ARTICLE 24 INSURANCE SECTION 4.</b></p>	<p>YES</p> <p><b>ARTICLE 23 INSURANCE SECTION 4.</b></p>	<p>YES</p> <p><b>ARTICLE 23 INSURANCE SECTION 4.</b></p>

<p>19.</p>	<p><b>RETIREMENT</b></p> <p><b>(PRR) Section 4:</b></p> <p><b>Retirement</b></p> <p>Retirement shall be as provided by the Nebraska Public Employee Retirement System. Employees retirement date shall be the date specified in writing by them. Employees will be eligible for retirement upon attaining age 55.</p> <p>A. Employees who desire to retire must submit a <i>Notice of Retirement</i> to their Department Head.</p> <p>B. Retirement notice must be submitted at least 14 calendar days including the final work day. Employees desiring to rescind their retirement must notify their Department Head in writing prior to its effective date. The Department Head has discretion as to whether they choose to accept the rescinding of a retirement.</p> <p>C. The <i>Notice of Retirement</i> shall be transmitted to the Human Resources Department along with a completed <i>Employee Action Form</i> within five (5) calendar days of its receipt.</p> <p>D. Employees will be asked to complete an <i>Exit Interview Questionnaire</i>. The</p>	<p><b>(See PRR)</b></p> <p><b>ARTICLE 25 SICK LEAVE</b></p> <p>SECTION 6</p> <p>Employees who retire with a minimum of fifteen (15) years of service and are at least sixty-two (62) years of age, until reaching his/her sixty-fifth (65<sup>th</sup>) birthday, may continue in the County's primary health insurance program and receive insurance coverage as provided for retirees.</p> <p>Eligible employees must be enrolled in the County's health Insurance program prior to retirement. The County will pay 75% of the premium for those electing single coverage, 65% of the premium for those electing employee/spouse and 50% of the premium for family coverage.</p>	<p><b>(See PRR)</b></p> <p><b>ARTICLE 18 SICK LEAVE</b></p> <p><b>SECTION 5</b></p> <p>Retirement, for the purpose of this section, pertains to Employees who cease working for the County on or after age 55:</p> <p>For Employees with less than ten (10) years of service upon retirement or death, such Employee shall be paid one-fourth (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.</p> <p>For Employees with ten (10) or more years of service, upon retirement or death, such Employee shall be paid one-half (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.</p> <p>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.</p>	<p><b>ARTICLE 24 INSURANCE</b></p> <p>SECTION 7. An employee who retires with a minimum of fifteen (15) years of service and is between the ages of sixty-two (62) and until reaching sixty-five (65) years may continue in the County's primary health insurance program and receive insurance coverage as provided for retirees. From age 62 until age 65, the County shall pay 75% of single coverage and 50% of family coverage.</p> <p>Eligible employees must be enrolled in a County insurance program prior to retirement. An employee must enroll in the County's health insurance prior to retirement.</p>	<p><b>ARTICLE 1 DEFINITIONS SECTION 9.</b></p> <p>RETIRE OR RETIREMENT shall mean an employee who voluntarily leaves employment of Sarpy County on or after their 55th birthday and is eligible for Sarpy County retirement benefits.</p>	<p><b>ARTICLE 23 INSURANCE SECTION 7.</b></p> <p>B. Retirement. A minimum of fifteen years of continuous service and be at least age fifty-five (55) years.</p>
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	<p>questionnaire provides an opportunity for employees to express their insight regarding a variety of topics as well as any issue they would like recognized.</p> <p>E. All documents associated with the retirement will be placed in the employee's civil service personnel file.</p>					
<p>20.</p>	<p><b>GRIEVANCE</b> <b>(PRR) RULE 8: Complaint, Grievance, and Appeal Procedure</b></p>	<p>Align the disciplinary appeal process with the PRR.</p> <p><b>ARTICLE 18 FORMAL GRIEVANCE AND ARBITRATION PROCEDURE</b></p> <p><b>SECTION 2</b></p> <p>Grievances shall be processed in the following manner:</p> <p><u>Step 1:</u> Aggrieved employees shall present the <i>Grievance Form</i> 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.</p> <p>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 <i>Grievance Form</i>. 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</p>	<p>Align the disciplinary appeal process with the PRR.</p> <p><b>ARTICLE 24 FORMAL GRIEVANCE AND ARBITRATION PROCEDURE</b></p> <p><b>SECTION 2</b></p> <p>Grievances shall be processed in the following manner:</p> <p><u>Step 1:</u> Aggrieved employees shall present the <i>Grievance Form</i> 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.</p> <p>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 <i>Grievance Form</i>. 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.</p>	<p><b>ARTICLE 5 GRIEVANCE PROCEDURE</b></p> <p>Grievances shall be processed in the following manner:</p> <p><u>Step 1:</u> Aggrieved employees shall present the <i>Grievance Form</i> to their Department Head 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.</p> <p>The Department Head shall address the nature of the grievance and note the specific reason for accepting or denying the grievance by writing their response on the <i>Grievance Form</i>. The Department Head will return the signed form to the aggrieved employee within 15 calendar days. The Department Head will forward a copy of the completed form to the Human Resources Department to be placed in the employee's civil service personnel file.</p> <p><u>Step 2:</u> If satisfactory settlement is not reached under Step 1, aggrieved employees, or their representative, or the Department Head shall submit the <i>Grievance Form</i> to the Human Resources Director for appeal to the Personnel Policy Board. This</p>	<p><b>ARTICLE 5 GRIEVANCE PROCEDURES</b></p> <p>Grievances shall be processed in the following manner:</p> <p><u>Step 1:</u> Aggrieved employees shall present the <i>Grievance Form</i> to the Chief Deputy or his/her designee 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.</p> <p>The Chief Deputy shall address the nature of the grievance and note the specific reason for accepting or denying the grievance by writing their response on the <i>Grievance Form</i>. The Chief Deputy will return the signed form to the aggrieved employee within 15 calendar days.</p> <p><u>Step 2:</u> If satisfactory settlement is not reached under Step 1, aggrieved employees, or their representative, or the Chief Deputy shall submit the <i>Grievance Form</i> 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 Chief Deputy's response in accordance with Step 1.</p> <p>The Board shall hold a Hearing on the</p>	<p><b>ARTICLE 5 GRIEVANCE PROCEDURES</b></p> <p>SECTION 4. Submission of Grievance:</p> <p>A. An aggrieved employee shall have the right to process his/her grievance individually or with the assistance of the FOP. The FOP Board of Directors may also assign a case representative.</p> <p>B. Within ninety-six (96) hours of the date and time the employee first becomes aware of a grievable event or, if applicable, the date and time the employee received a Disciplinary Action Letter, the employee or his/her representative must take the following action(s):</p> <ol style="list-style-type: none"> <li>1. Hand-deliver the written grievance to the Chief Deputy or his/her designee.</li> <li>2. Place the written grievance in the department mail slot for the Chief Deputy or his/her designee if the grievance cannot be hand-delivered. If the grievance is not hand-delivered, the employee or his/her representative must</li> </ol>

		<p>Resources Department to be placed in the employee's civil service personnel file.</p> <p><u>Step 2:</u> If satisfactory settlement is not reached under Step 1, aggrieved employees, or their representative, or the Elected Official shall submit the <i>Grievance Form</i> 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.</p> <p>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 <i>Rule 1: General Provisions, Regulation 4: Personnel Policy Board Hearings of the PRR</i> for specific details.</p> <p>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.</p>	<p><u>Step 2:</u> If satisfactory settlement is not reached under Step 1, aggrieved employees, or their representative, or the Elected Official shall submit the <i>Grievance Form</i> 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.</p> <p>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 <i>Rule 1: General Provisions, Regulation 4: Personnel Policy Board Hearings of the PRR</i> for specific details.</p> <p>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.</p>	<p>submission must occur within 15 calendar days from the date the employee receives the Department Head's response in accordance with Step 1.</p> <p>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 <i>Rule 1: General Provisions, Regulation 5: Personnel Policy Board Hearings</i> for specific details.</p> <p>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.</p>	<p>matter within 30 calendar days, insofar as a quorum can be achieved, after receipt of the grievance by the Human Resources Director. Refer to <i>Rule 1: General Provisions, Regulation 5: Personnel Policy Board Hearings</i> for specific details.</p> <p>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.</p>	<p>verbally notify the Chief Deputy that a written grievance has been filed.</p> <p>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.</p> <p>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:</p> <p>1. Disciplinary Grievance</p> <p>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).</p> <p>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</p>
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						<p>forthwith be enforced by him/her (Neb. Rev. Stat. Sec. 23-1734).</p> <p>c. The Merit Commission shall base its findings and decision on the bylaws and statutes in effect at the time of the hearing.</p> <p>2. Non-Disciplinary Grievance</p> <p>a. The employee may file the non-disciplinary grievance with the Merit Commission. This action must occur within ten (10) calendar days after the employee first becomes aware of the grievable event.</p> <p>b. The Merit Commission shall hear the grievance at its next regularly scheduled meeting, or the Merit Commission may, at its discretion, set a special meeting to hear the grievance (Neb. Rev. Stat. Sec. 23-1734).</p> <p>c. After hearing or reviewing the grievance, the Merit Commission shall issue a written order either affirming or denying the grievance. Such order shall be delivered to the parties to the grievance or their counsel within seven (7) calendar days after the date of the hearing or the submission of the written grievance (Neb. Rev. Stat. Sec. 23-1734).</p> <p>d. The Merit Commission shall base its findings and decision on the bylaws in effect at the time of the hearing.</p>
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						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.																																																														
21.	<p><b>DISCIPLINE &amp; DISCHARGE</b></p> <p><b>(PRR) RULE 7: Progressive Discipline</b></p> <p>A. Reprimand B. Suspension C. Demotion D. Dismissal</p>	<p>Align the disciplinary appeal process with the PRR</p> <p><b>ARTICLE 17 DISCIPLINE &amp; DISCHARGE SECTION 1:</b></p> <table border="1"> <tr> <td>Counseling 1<sup>st</sup> Incident</td> <td>6 mths</td> </tr> <tr> <td>Counseling 2<sup>nd</sup> Incident</td> <td>1 Year</td> </tr> <tr> <td>Verbal Warning</td> <td>1 Year</td> </tr> <tr> <td>EAP Training / Referral</td> <td>1 Year</td> </tr> <tr> <td>Written Reprimand</td> <td>2 Years</td> </tr> <tr> <td>Suspension</td> <td>2 Years</td> </tr> <tr> <td>Demotion 1<sup>st</sup> Incident</td> <td>4 Years</td> </tr> <tr> <td>Demotion 2<sup>nd</sup> Incident</td> <td>4 Years</td> </tr> <tr> <td>Termination</td> <td>Permanent</td> </tr> </table>	Counseling 1 <sup>st</sup> Incident	6 mths	Counseling 2 <sup>nd</sup> Incident	1 Year	Verbal Warning	1 Year	EAP Training / Referral	1 Year	Written Reprimand	2 Years	Suspension	2 Years	Demotion 1 <sup>st</sup> Incident	4 Years	Demotion 2 <sup>nd</sup> Incident	4 Years	Termination	Permanent	<p>Align the disciplinary appeal process with the PRR</p> <p><b>ARTICLE 23 DISCIPLINE &amp; DISCHARGE SECTION 3:</b></p> <table border="1"> <tr> <td>Verbal counseling</td> <td>1 Year (if documented)</td> </tr> <tr> <td>Written Reprimand</td> <td>2 Years</td> </tr> <tr> <td>Suspension</td> <td>4 Years</td> </tr> <tr> <td>Demotion</td> <td>Permanent</td> </tr> <tr> <td>Termination</td> <td>Permanent</td> </tr> </table>	Verbal counseling	1 Year (if documented)	Written Reprimand	2 Years	Suspension	4 Years	Demotion	Permanent	Termination	Permanent	<p><b>ARTICLE 6 EMPLOYEE RIGHTS SECTION 7, E:</b></p> <table border="1"> <tr> <td>Documented Verbal Reprimand</td> <td>6 months 1<sup>st</sup> Incident; 1 year 2<sup>nd</sup> Incident</td> </tr> <tr> <td>Written Reprimand</td> <td>2 Years</td> </tr> <tr> <td>Suspension</td> <td>4 Years</td> </tr> <tr> <td>Demotion</td> <td>Permanent</td> </tr> <tr> <td>Termination</td> <td>Permanent</td> </tr> </table>	Documented Verbal Reprimand	6 months 1 <sup>st</sup> Incident; 1 year 2 <sup>nd</sup> Incident	Written Reprimand	2 Years	Suspension	4 Years	Demotion	Permanent	Termination	Permanent	<p><b>ARTICLE 7 DISCIPLINE AND DISCHARGE SECTION 7. Personnel Files: F.</b></p> <table border="1"> <tr> <td>Counseling</td> <td>90 Days</td> </tr> <tr> <td>Admonishment</td> <td>180 Days</td> </tr> <tr> <td>Reprimand</td> <td>18 Months</td> </tr> <tr> <td>Suspension</td> <td>4 Years</td> </tr> <tr> <td>Demotion</td> <td>Permanent</td> </tr> <tr> <td>Termination</td> <td>Permanent</td> </tr> </table>	Counseling	90 Days	Admonishment	180 Days	Reprimand	18 Months	Suspension	4 Years	Demotion	Permanent	Termination	Permanent	<p><b>ARTICLE 6 EMPLOYEE RIGHTS SECTION 7, G:</b></p> <table border="1"> <tr> <td>Counseling</td> <td>90 Days</td> </tr> <tr> <td>Admonishment</td> <td>180 Days</td> </tr> <tr> <td>Reprimand</td> <td>18 Months</td> </tr> <tr> <td>Suspension</td> <td>4 Years</td> </tr> <tr> <td>Demotion</td> <td>Permanent</td> </tr> <tr> <td>Termination</td> <td>Permanent</td> </tr> </table>	Counseling	90 Days	Admonishment	180 Days	Reprimand	18 Months	Suspension	4 Years	Demotion	Permanent	Termination	Permanent
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22.	<p><b>WAGE &amp; SALARY SCHEDULE</b></p>	<p>1. Overall, the percent of increase declines as employees become more experienced, which is not an incentive to retain experienced staff.</p> <p>2. Four position titles capture "building maintenance and repair" but the character and scope of work performed is not inherently different to</p>	<p>1. 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, salary compression, etc.], and the percent of increase between steps at 3.80% is less than nearly all other Sarpy County salary schedules.</p>	<p>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.</p> <p>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.</p>	<p>1. Title hierarchy is not consistent with industry benchmarks. For example, there is no subordinate "chaplain," and juvenile services positions are not defined to benchmark career series.</p> <p>2. Salary schedule functions as an amalgamation (IT, clerical, healthcare, law enforcement, maintenance, etc.), and therefore, compensatory objectives are not strategic or defined.</p>	<p>1. Salary schedule does not establish a valid career series; the corporal and captain exist as single incumbent positions.</p> <p>2. Position hierarchy is not monetized throughout the entire salary schedule.</p> <p>3. As published in the official Sarpy County "Budget</p>																																																														

		<p>support more than two-(2) levels.</p> <p>3. Three position titles capture “Heavy 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 is negligible.</p> <p>4. The “Labor” and the “Gatekeeper” positions receive a “bump” in pay for the last (Step 6) increase which is non-consistent will all other positions within the AFSCME salary schedule (i.e., potential disparate impact, discrimination, salary inequity).</p> <p>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.</p> <p>6. The “minimum to maximum” range of the AFSCME salary schedule</p>	<p>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.</p>		<p>3. 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.</p> <p>4. Rounding-up in the adopted salary schedule is not consistently applied.</p> <p>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:</p> <p style="text-align: center;">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</p> <p>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.</p>	<p>Message for 2017 Fiscal Year, <i>“The primary issue in developing the budget for the 2017 fiscal year was to maintain the high level of law enforcement . . .”</i> but the FOP Sworn salary schedule provides the Captain with the smallest salary range (minimum to maximum) at only 14.99%, against subordinate positions with salary grades ranging from 26.12% to 40.33%.</p> <p>4. Overall, the percent of increase declines as employees become more experienced, which is not an incentive to retain experienced staff.</p>
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		<p>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.]</p>				
<p>23.</p>	<p><b>SENIORITY</b></p>	<p><b>ARTICLE 10 SENIORITY</b></p> <p>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.</p>	<p><b>ARTICLE 11 SENIORITY</b></p> <p>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.</p> <p>An approved FMLA or USERRA leave shall not constitute a break in service.</p>	<p><b>ARTICLE 9 SENIORITY SECTION 1</b></p> <p>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.</p> <p>An approved FMLA (“Family Medical Leave Act”) absence or an absence in compliance with USERRA shall not constitute a break in service.</p>	<p><b>ARTICLE 8 SENIORITY</b></p> <p>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.</p> <p>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.</p>	<p><b>ARTICLE 8 SENIORITY</b></p> <p>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:</p> <p>A. Suspension for disciplinary purposes for more than thirty (30) calendar days but less than one year.</p> <p>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</p>

						<p>in service.</p> <p>C. Layoff for more than thirty (30) calendar days but less than one year.</p> <p>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.</p>
24.	<p><b>MANAGEMENT RIGHTS</b></p> <p>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.</p>	<p>YES</p> <p><b>ARTICLE 2 MANAGEMENT RIGHTS</b></p> <p><b>SECTION 1 &amp; 2: A through H</b></p>	<p>YES</p> <p><b>ARTICLE 3 MANAGEMENT RIGHTS</b></p> <p><b>SECTION 1 &amp; 2: A through H</b></p>	<p>YES</p> <p><b>ARTICLE 7 MANAGEMENT RIGHTS</b></p> <p><b>SECTION 1 &amp; 2: A through G</b></p>	<p>YES</p> <p><b>ARTICLE 3 MANAGEMENT RIGHTS</b></p> <p><b>SECTION 1:</b></p> <p>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.</p> <p>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 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</p>	<p>YES</p> <p><b>ARTICLE 3 MANAGEMENT RIGHTS</b></p> <p><b>SECTION 1.</b></p> <p>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:</p> <p>The right to plan, direct, control, reduce and terminate operations; to determine shift schedules as provided in this Agreement; 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 right to hire, select, and promote in accordance with the Merit Commission's employment process and to also assign,</p>

					<p>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.</p> <p>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.</p>	<p>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.</p> <p>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.</p>
<b>SUBJECT</b>	<b>AFSCME L251</b>	<b>EMPLOYEES ASSOCIATION</b>	<b>FOP LODGE 3 COMMUNICATIONS (Plus ADDENDUM)</b>	<b>FOP LODGE 3 LAW ENFORCEMENT NON-SWORN (Plus ADDENDUM)</b>	<b>FOP LAW ENFORCEMENT SWORN</b>	