AGREEMENT BETWEEN

THE COUNTY OF SARPY

AND

THE FRATERNAL ORDER OF POLICE, SARPY LODGE NO. 90
Sarpy County Department of Corrections

July 1, 2022, though June 30, 2025
# INDEX

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>PREAMBLE</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 1</td>
<td>DEFINITIONS</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 2</td>
<td>F.O.P. RECOGNITION</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 3</td>
<td>MANAGEMENT RIGHTS</td>
<td>5</td>
</tr>
<tr>
<td>ARTICLE 4</td>
<td>BULLETIN BOARDS AND BALLOT BOXES</td>
<td>6</td>
</tr>
<tr>
<td>ARTICLE 5</td>
<td>GRIEVANCE PROCEDURES</td>
<td>6</td>
</tr>
<tr>
<td>ARTICLE 6</td>
<td>EMPLOYEE RIGHTS</td>
<td>8</td>
</tr>
<tr>
<td>ARTICLE 7</td>
<td>DISCIPLINE AND DISCHARGE</td>
<td>11</td>
</tr>
<tr>
<td>ARTICLE 8</td>
<td>SENIORITY</td>
<td>12</td>
</tr>
<tr>
<td>ARTICLE 9</td>
<td>LAYOFFS</td>
<td>13</td>
</tr>
<tr>
<td>ARTICLE 10</td>
<td>NON-DISCRIMINATION</td>
<td>14</td>
</tr>
<tr>
<td>ARTICLE 11</td>
<td>OUTSIDE EMPLOYMENT AND EMPLOYEE DUTIES</td>
<td>14</td>
</tr>
<tr>
<td>ARTICLE 12</td>
<td>LEAVE PROVISIONS</td>
<td>15</td>
</tr>
<tr>
<td>ARTICLE 13</td>
<td>HOLIDAYS</td>
<td>21</td>
</tr>
<tr>
<td>ARTICLE 14</td>
<td>PROMotions/DEMoTIONS AND VACANCIES</td>
<td>22</td>
</tr>
<tr>
<td>ARTICLE 15</td>
<td>SAFETY COMMITTEE</td>
<td>23</td>
</tr>
<tr>
<td>ARTICLE 16</td>
<td>F.O.P. BUSINESS</td>
<td>23</td>
</tr>
<tr>
<td>ARTICLE 17</td>
<td>UNIFORMS AND EQUIPMENT</td>
<td>23</td>
</tr>
<tr>
<td>ARTICLE 18</td>
<td>HOURS OF WORK</td>
<td>25</td>
</tr>
<tr>
<td>ARTICLE 19</td>
<td>OVERTIME, CALL-BACK AND STAND-BY PAY</td>
<td>28</td>
</tr>
<tr>
<td>ARTICLE 20</td>
<td>ATTENDANCE IN COURT, CONFERENCES, AND OTHER MEETINGS</td>
<td>30</td>
</tr>
<tr>
<td>ARTICLE 21</td>
<td>WAGES</td>
<td>31</td>
</tr>
</tbody>
</table>
ARTICLE 22 WORKING OUT OF CLASSIFICATION 33
ARTICLE 23 INSURANCE 34
ARTICLE 24 MAINTENANCE OF STANDARDS 35
ARTICLE 25 SAVINGS CLAUSE 35
ARTICLE 26 DUES CHECK-OFF 35
ARTICLE 27 TRAINING OFFICER 36
ARTICLE 28 LATERAL HIRES 37
ARTICLE 29 EDUCATIONAL REIMBURSEMENT 37
ARTICLE 30 LINE OF DUTY DEATH 40
ARTICLE 31 DURATION OF AGREEMENT 40

APPENDIX A AUTHORIZATION FOR PAYROLL DEDUCTION

APPENDIX B WAGE SCALE
PREAMBLE

This Agreement, by and between the Sarpy County Director of Corrections, hereinafter referred to as the Director; the County of Sarpy, Nebraska, hereinafter referred to as the County; and the Fraternal Order of Police Sarpy Lodge No. 90, Sarpy County Department of Corrections, hereinafter referred to as the F.O.P., is designed to promote and strive to maintain a working agreement between the Director, the County and the F.O.P.

ARTICLE 1
DEFINITIONS

For the purpose of this Agreement, the following words, terms and phrases shall be construed in accordance with the definitions assigned to them unless the context in which the same shall be used would otherwise necessarily require a different definition:

SECTION 1. OFFICE shall mean the Department of Corrections.

SECTION 2. A. EMPLOYEE shall mean all non-sworn classified employees of the Department of Corrections of the County of Sarpy, Nebraska, as defined in Neb. Rev. Stat. 23-2519.

B. TENURED EMPLOYEE shall mean an employee who, after satisfactory completion of their Introductory Probationary Period under the PRR, has acquired the rights and privileges of employment in the classified service.

C. PROBATIONARY EMPLOYEE shall mean an employee who has not completed his or her twelve (12) month Introductory Probationary Period under the PRR after the employee’s classified appointment.

Notwithstanding anything to the contrary, probationary employees shall have no tenure rights, may be separated from employment for any lawful reason with or without cause, and shall not have any right of grievance or appeal except as provided in Neb. Rev. Stat. 23-2531.

D. ESSENTIAL PERSONNEL shall mean all non-sworn employees who are determined by the Director or his/her designee as mandatory to run staff operations, but may vary depending upon circumstances.

E. NON-ESSENTIAL PERSONNEL shall mean all non-sworn employees who are determined by the Director or his/her designee as not mandatory staff to run operations, but may vary depending upon circumstances.

SECTION 3. DIRECTOR shall mean the duly appointed Director of Corrections for the County of Sarpy, Nebraska.

SECTION 4. COUNTY shall mean the County of Sarpy, Nebraska.

SECTION 5. F.O.P. shall mean the Fraternal Order of Police, Sarpy Lodge #90, Sarpy County Department of Corrections.
SECTION 6. FULL-TIME EMPLOYEE shall mean an employee who is regularly scheduled to work 40 hours per week or eighty (80) hours per pay period.

SECTION 7. POSITION CLASSIFICATION shall mean the name or job title of the position an employee occupies based on the employee’s duties and responsibilities.

SECTION 8. 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.

SECTION 9. LATERAL HIRE shall mean employees hired on or after July 1, 2022 who meet the following eligibility criteria:

A. Applicants must have at least two (2) years of previous or current full-time experience in a substantially equivalent position (including all certified law enforcement officer positions) to a Sarpy County Corrections Officer for a federal, state, or local adult jail, or corrections facility, or law enforcement agency.

B. Previous Experience. Lateral Hire applicants who are not currently employed by a federal, state, or local adult jail or corrections agency or law enforcement agency on a full-time basis shall be subject to the following additional criteria:
   i. Applicants must have left their former agency in good standing and must be eligible for rehire with their former agency; and,
   ii. Applicants must have left their former agency within two (2) years of the date the job vacancy advertisement is posted by the Sarpy County Department of Corrections. In other words, applicants who have left their agency more than two (2) years prior to the posting of a Sarpy County Department of Corrections vacancy advertisement will not be eligible for hire as a lateral transfer.

SECTION 10. PRR shall mean the Personnel Rules and Regulations applicable to Sarpy County employees in the classified service, as defined by Neb. Rev. Stat. §23-2519.

ARTICLE 2

F.O.P. RECOGNITION

SECTION 1. The County recognizes the F.O.P. as the sole and exclusive collective bargaining representative for all full time employees of the Department of Corrections, excluding supervisory, confidential, seasonal, and temporary employees.

SECTION 2. Official Distribution Lists. The F.O.P. President shall be included on the Distribution List for all present Standard Operating Procedures (SOP’s) and the PRR or revisions thereof.
ARTICLE 3

MANAGEMENT RIGHTS

SECTION 1. The Director and the County shall retain any and all authority and powers as employers as granted to them by Nebraska law except as provided in this Agreement. Except where expressly limited, nothing in this Agreement shall be construed to restrict, limit, or impair the rights, powers, and the authority of the Director and the County.

The F.O.P. acknowledges the concept of inherent management rights. These rights, powers and authority of the County and the Director include, but are not limited to, the following:

A. The right to determine, effectuate and implement the objectives and goals of the County or the Department of Corrections.

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

C. The right to create, establish, allocate, schedule, assign, modify or discontinue any County or Department of Corrections function, operation, division, or department or any position or work shift.

D. The right to establish, modify, change and discontinue work standards.

E. The right to hire, examine, classify, promote, train, transfer, assign and retain employees, and the right to suspend, demote, discharge or take other disciplinary action against employees, for just cause, and to relieve employees from duties due to lack of work, funds or other legitimate reasons.

F. The right to increase, reduce, change, modify and otherwise alter the composition and size of the work force.

G. The right to adopt, modify, change, enforce or discontinue existing rules, regulations, procedures and policies, including policies governing absenteeism and tardiness, not in direct conflict with any provisions of this agreement.

H. The County and the Director 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.

I. The Director has the right to establish, modify, change and discontinue drug, alcohol and controlled substance testing rules, standards and procedures; 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 Department of Corrections.

J. The Director also reserves the right to laterally transfer any employee, including those in specialty positions, to another assignment or position provided that the
employee’s hourly base wage doesn’t change.

K. The Director also reserves the right to add or remove an employee from a specialty unit. (The Director will continue to comply with Article 10, Non-Discrimination). All other additional pay or compensatory time received for specialty positions, holidays, court appearances, overtime, etc., shall not be considered a part of hourly base wages for the purposes of this Article.

L. The County and the Director reserve the right to require physical examinations (fitness for duty exams) when there is a need to determine whether an employee is still able to perform the essential functions of the job or for concerns regarding the safety and protection of the employee or others.

M. The Director has the right to implement, modify or discontinue hiring bonuses for new employees.

ARTICLE 4

BULLETIN BOARDS

SECTION 1. The County shall permit the F.O.P. to use bulletin boards designated by the Director in the assembly rooms and off-site facilities for posting of F.O.P. meetings and elections, reports of F.O.P. committees and other notices or announcements that would be of benefit or interest to the employees.

SECTION 2. Posted notices shall not contain anything political or anything reflecting adversely upon the County or any of its employees. Materials posted should be timely and current. If information is outdated by more than ninety (90) calendar days, the County or the Director has the right to remove the materials from the bulletin boards.

SECTION 3. The bulletin board provided shall be for the exclusive use of the F.O.P.

ARTICLE 5

GRIEVANCE PROCEDURES

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

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

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

SECTION 2. Grievance Procedure. Employees shall have an opportunity to formally address non-disciplinary issues arising out of the PRR, County policies, and/or collective bargaining agreements.
The Grievance Procedure provides a method for the resolution of grievances without discrimination, coercion, restraint, or retaliation against those employees who submit, consider submitting, or are involved in a grievance procedure.

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

A grievance is defined to be any disagreement concerning the interpretation or application of the specific and expressed provisions or terms of County policies, collective bargaining agreements, or the PRR not relating to discipline.

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

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

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

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

Grievances shall be processed in the following manner:

Step 1: Aggrieved employees shall present the Grievance Form to the Director 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.

The Director or his/her designee shall address the nature of the grievance and note the specific reason for accepting or denying the grievance by writing their response on the Grievance Form. The Director or his/her designee will return the signed form to the aggrieved employee within 15 calendar days.

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

The Board shall hold a Hearing on the matter within 30 calendar days, insofar as a quorum can be achieved, after receipt of the grievance by the Human Resources Board.
Director. Refer to Rule 1: General Provisions, Regulation 5: Personnel Policy Board Hearings for specific details.

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

SECTION 3. 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.

SECTION 4. Time limitations can be waived or extended by written mutual agreement of the parties.

Nothing in this Agreement shall prohibit both parties from reaching an agreement or settlement in a manner not outlined in this Agreement. However, all time limits and pertinent sections of this Agreement and State Statutes shall be strictly adhered to when processing a grievance in accordance with this Agreement.

SECTION 5. Employees who voluntarily resign or retire their employment with the County shall have any pending grievances immediately withdrawn and will not benefit by subsequent settlement of disposition of any grievance.

SECTION 6. No remedy shall exceed restoring to the employee the pay, benefits, or rights lost as a result of the violation of the Agreement.

ARTICLE 6

EMPLOYEE RIGHTS

SECTION 1. No employee shall be disciplined without the element of just cause.

SECTION 2. The Director reserves the right to conduct internal affairs and line investigations and the County Personnel Policy Board, as outlined in Neb. Rev. Stat. 23-2522, reserves the right to conduct personnel investigations to uncover the facts in each case, but expressly agree to carefully guard and protect the rights, privacy and dignity of the accused employees. Employees shall fully cooperate with an investigation and shall not withhold any information that may be relevant to the investigation.

SECTION 3. In conducting investigations the Director and/or the County will not knowingly commit any act that deprives the employee of any statutory or constitutional rights or privileges.

SECTION 4. Investigations:

A. Before an employee is questioned or interviewed concerning an investigation, he/she will be informed about the nature of the investigation in writing, and whether he/she is the subject of the investigation or a witness.

B. Interviews and questioning of employees will be conducted in a professional manner. Statements from employees will not be taken in a coercive manner. Departure from the truth during an investigation shall be considered just cause for discharge.
C. When an employee is being questioned about possible criminal matters and it has been determined that any self-incriminating statements that the member makes will not be used against him/her in a criminal prosecution, "Garrity" warnings will be given to the employee. “Garrity v. New Jersey, 385 U.S. 493 (1967)."

D. Employees who are the subject of an investigation shall, upon request, (i) have the right to union representation or, if the employee so chooses, legal counsel, and (ii) receive a copy of their written or recorded statement at no cost to the employee no less than 24 hours prior to their “Loudermill” hearing. “Loudermill v. Cleveland Board of Education, 470 U.S. 532 (1985).”

E. Upon the conclusion of an investigation against him/her, the accused employee who had prior notification of an investigation shall be notified in writing about the case’s outcome.

F. The County, the F.O.P. or the Director shall not make any press releases regarding on-going internal investigations or those of a non-criminal nature.

SECTION 5. Employees shall comply with all existing work rules. If an employee believes the work rules are in conflict with this Agreement or are not being uniformly applied, the employee should discuss the matter with their supervisor and if not resolved, may seek resolution through the grievance procedure. While a grievance is pending, employees shall continue to follow all existing work rules, except in those situations in which the employee reasonably believes there to be an immediate and substantial safety hazard.

SECTION 6. Performance Evaluations:

A. If the Director decides to conduct performance evaluations of employees, such evaluations shall be conducted on a regular basis, and fairly and adequately cover the duties and responsibilities of each employee. In that event, the employee will be provided with a copy of the evaluation used, and the Director agrees to discuss with the employee all terms contained in such evaluation. The employee shall have the right to add pertinent information or brief comments to any evaluation and to have such comments or information attached to such evaluation within ten (10) calendar days of receipt of said evaluation.

B. Any investigation with an outcome of Unfounded or Exonerated shall not be referred to in a performance evaluation.

C. Performance evaluations will be maintained on a confidential basis with access available only to the employee, the employee’s supervisors, and authorized members of the Department of Corrections Command staff. Performance evaluations may be forwarded to authorized members of Human Resources and a Department Head, with the employee’s consent, when an employee has applied for a position in a different Department.
SECTIONS 7. Personnel Files:

A. Only one personnel file shall be maintained at the Department of Corrections for each employee (hereinafter “personnel file”) but shall be accessible to authorized members of the Human Resources Department. The Human Resources Department also maintains a file on each employee that contains payroll and benefit information. Employees may schedule an appointment to review their personnel file and/or HR payroll/benefit file and shall be allowed to make copies of anything contained therein. Appointments to review HR payroll/benefit files shall be made during non-duty hours.

B. Any employee shall have the right to respond in writing to any adverse comment or incorrect information contained in his or her personnel file. Comments on any disciplinary action or performance evaluation must be added within ten work days following the date when the discipline or evaluation is delivered to the employee. Such comments shall be kept in the employee’s personnel file as long as the challenged comment or information remains in the file.

C. Documentation reflecting disciplinary action or performance assessments shall not be placed in an employee’s personnel file without the signature of the employee verifying knowledge of the existence of such information. However, when asked to do so, employees have no right to refuse to verify their knowledge with their signature.

D. The County agrees that pre-employment background investigations, psychological evaluations, and polygraphs will be kept confidential and will not be deemed part of the employee’s personnel file.

E. If an employee receives a disciplinary action letter, the letter must be inserted into the employee’s personnel file.

F. Any documentation representing disciplinary action shall remain active for progressive discipline and promotion evaluation purposes for the time periods listed below.

<table>
<thead>
<tr>
<th>Disciplinary Action</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<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>
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<tr>
<td>Termination</td>
<td>Permanent</td>
</tr>
</tbody>
</table>

It shall be the employee's responsibility, after the appropriate time, to request the removal of any inactive documentation. Any documentation representing disciplinary action that becomes inactive shall be removed from the employees' personnel file after the time period listed above and placed in the employee’s inactive discipline file. In the event of a recommended termination, all previous disciplinary action even if inactive as outlined above may be taken into consideration.
ARTICLE 7
DISCIPLINE AND DISCHARGE

SECTION 1. Discipline. Disciplinary action by the Director shall be imposed for just cause only. Disciplinary action may include any of the following:

A. Counseling
B. Admonishment
C. Reprimand
D. Suspension
E. Demotion
F. Termination

SECTION 2. Tenured employees facing a suspension, demotion or termination, are entitled to a pre-disciplinary “Loudermill” meeting. “Loudermill v. Cleveland Board of Education, 470 U.S. 532 (1985).” The employee must be personally notified about the meeting at least forty-eight (48) hours beforehand. Even if the notification is given verbally, a written notice shall be immediately available at the Department of Corrections for the employee. If the employee chooses not to pick up the written notice before the pre-disciplinary meeting, it shall be given to him/her at the commencement of the meeting. The following information shall be given to the employee during the notification:

A. Charges brought against the employee.
B. Description of the act, omission or performance that may result in disciplinary action (A copy of the materials which the recommended disciplinary action is based upon may be attached to the notice).
C. Type of disciplinary action recommended.

During the pre-disciplinary meeting, the employee shall be given the opportunity to be heard and to respond to the charges. Employees may waive the pre-disciplinary meeting by notifying the Director or his/her designee in writing prior to the start of the meeting.

During a pre-disciplinary meeting, an employee has the right to be represented by:
(1) an attorney of his/her choice at the employee’s cost, or
(2) a FOP attorney at the FOP’s cost, and/or
(3) one (1) F.O.P. representative.

SECTION 3. An employee shall not have a disciplinary action imposed more than once for a single incident; however, discipline for each additional act of the same or similar nature may be imposed.

SECTION 4. Employees will be notified in writing of a disciplinary action through a Disciplinary Action Letter. They will be given the opportunity to read, sign, and be given a copy of the Disciplinary Action Letter before it is placed in their personnel file.
SECTION 5. APPEALS FOR DISCIPLINARY ACTIONS:

Tenured employees may appeal the following directly to the Personnel Policy Board.

A. Receipt of three (3) written reprimands, involving the same subject matter, within a 12 consecutive-month period,

B. Suspension,

C. Demotion for cause, and

D. Termination.

Employees shall present their Appeal Form to the Human Resources Director within 15 calendar days from the date on which they became aware of the disciplinary action decision. The Human Resources Director shall forward the Appeal Form to the Director.

The Personnel Policy Board shall hold a Hearing within 30 calendar days, insofar as a quorum can be established, in accordance with Rule 1: General Provisions, Regulation 5: Personnel Policy Board Hearings.

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

Any time limitations provided under this Article may be waived or extended in accordance with Rule 1: General Provisions, Regulation 5: Personnel Policy Board Hearings.

SECTION 6. In the event that the outcome of a disciplinary action results in suspension, the employee may elect to use accumulated compensatory time in lieu of a decrease in pay for the number of suspension hours imposed in the discipline.

ARTICLE 8
SENIORITY

SECTION 1. Continuous length of service shall mean service with the Sarpy County Department of Corrections including service with the Sarpy County Sheriff’s Office before the jail's transition to the Department of Corrections’ control on July 1, 2020, without a break or interruption. The following shall constitute a break or interruption and the employee’s seniority date will be adjusted to reflect the break or interruption in service:

A. Suspension for disciplinary purposes for more than thirty (30) calendar days.

B. Authorized unpaid leave of absence for more than thirty (30) calendar days shall constitute a break in service unless prohibited by law.

C. Layoff for more than thirty (30) calendar days.

D. Employees who ceased employment and then were rehired within less than ninety (90) days. Employees that have separated from service for more than ninety (90) days will be treated as a new employee if rehired.
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 as defined in Section 1 of this Article.

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. Employees that demote voluntarily or are demoted for cause, shall retain their seniority earned in the higher classification(s).

SECTION 4. A list of employees arranged in order of seniority shall be maintained and made available for examination by employees. The seniority list will be revised and updated at the end of each fiscal year by the Department of Corrections and maintained in the office of the Director or his/her designee.

SECTION 5. Where two (2) or more employees in the same position classification are appointed or promoted on the same date, their seniority standing shall be determined by the order of ranking on the eligibility list from which the employees’ appointments or promotions were made.

ARTICLE 9
LAYOFFS

SECTION 1. Whenever a reduction in work force becomes necessary, layoffs shall be made on the basis of seniority with the Department of Corrections, as seniority applies to each position classification impacted by the layoff. The employee lowest on the seniority list within an impacted position classification shall be the first laid off and the last to be recalled for that position classification, except as provided for in Sections 4 and 5 of this Article. The F.O.P. shall be notified in advance of any anticipated lay-off to allow the F.O.P. to work closely with the County and/or Department of Corrections to correctly align the determining conditions of the lay-off.

SECTION 2. If employees are to be laid off, a fourteen (14) calendar day written notice shall be given prior to the effective date of the layoff.

SECTION 3. No full-time employee shall be laid off from any position classification while there are probationary, part-time or temporary employees working in the same position classification.

SECTION 4. In the event that an employee becomes subject to lay-off in his/her particular position classification, and is qualified to perform duties in a lower position classification, he/she shall be permitted to take a position in the next lower position classification at the lower position classification's rate of pay that is closest to the employee’s current rate of pay and any employees in the lower position classification subject to lay-off by virtue of the provisions of this Section, shall be laid off in accordance with the provisions of Section 1 hereof.

SECTION 5. In the event that an employee becomes subject to lay-off in his/her particular position classification and a vacancy exists in a position of lower position classification for which he/she is qualified, he/she may, with the approval of the Director, or his/her
designated representative, be appointed to such position in a lower position classification on the basis of his/her seniority.

SECTION 6. Employees who are laid off shall be placed on a recall list in order of seniority for one (1) year. Removal from the recall list or expiration of the recall list terminates all job rights the employee may have. While on the recall list, it is the employee’s responsibility to notify Human Resources of any changes in mailing address or phone number or if they become unavailable or unwilling for recall.

The Director shall rehire in the reverse order of the lay-off for the applicable position classification, provided such employees are otherwise qualified to perform the duties of the position. No new employees will be hired by the Director as long as there are laid off employees remaining on the recall list. Notice of recall will be accomplished by telephone call. If a telephone call is unsuccessful, notice shall be sent by registered mail, return receipt requested, to the current mailing address on record with the Human Resources Department. Unless an employee responds to the recall notice within ten (10) calendar days following receipt of the notice, or its attempted delivery, the employee’s name will be removed from the recall list and the employee will no longer have any job rights with the County.

SECTION 7. Where an employee has accepted a position in a lower position classification by virtue of Sections 4 or 5 hereof, he/she shall be recalled to his/her former position when the same becomes available in the reverse order of reduction.

SECTION 8. Seniority will continue to accumulate during any layoff of thirty (30) days or less. Employees laid off for more than thirty (30) days and recalled within one (1) year from the date of layoff will be credited with the years of service accumulated at the time of layoff.

SECTION 9. If the layoff is expected to be permanent or exceed thirty (30) days, the employee shall be paid for all accrued vacation, compensatory time and any other form of paid leave in accordance with separation procedures outlined in this Agreement.

ARTICLE 10

NON-DISCRIMINATION

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

SECTION 2. The parties hereby agree that no officers, agents, representatives, members or anyone connected with either party shall in any manner intimidate, coerce, restrain or interfere with the rights of employees to form, join or assist labor organizations, or to refrain from any of these activities, including the right of employees to withdraw, revoke or cancel F.O.P. membership.

ARTICLE 11

OUTSIDE EMPLOYMENT AND EMPLOYEE DUTIES

SECTION 1. Employment at the Sarpy County Department of Corrections shall be considered the
employee’s primary occupation. Outside employment approved by the Director or
designee shall be considered the employee’s secondary occupation. Due to the
nature of employment at the Department of Corrections, employees are prohibited
from engaging in outside employment which is clearly in conflict with their duties or
hours of work in their assigned position or that which conflicts with the duties and
responsibilities of the Department or Sarpy County.

SECTION 2.

Employees are required to obtain prior approval from the Director or designee before
engaging in outside employment by completing an “Off Duty Employment Request”
form. Outside employment requests must be resubmitted and renewed every six (6)
months. Employees may not wear their Department of Corrections uniform while
engaging in outside employment.

ARTICLE 12

LEAVE PROVISIONS

SECTION 1.

A. Full-time employees shall earn vacation, on a pay period basis, in
accordance with the following schedule, based on continuous years of service with Sarpy County:

<table>
<thead>
<tr>
<th>Employment Requirement</th>
<th>Hours Earned Bi-Weekly</th>
<th>Annual Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upon hire</td>
<td>3.385</td>
<td>88</td>
</tr>
<tr>
<td>After 6 years of continuous service</td>
<td>4.923</td>
<td>128</td>
</tr>
<tr>
<td>After 10 years of continuous service</td>
<td>5.230</td>
<td>136</td>
</tr>
<tr>
<td>After 11 years of continuous service</td>
<td>5.538</td>
<td>144</td>
</tr>
<tr>
<td>After 12 years of continuous service</td>
<td>5.846</td>
<td>152</td>
</tr>
<tr>
<td>After 13 years of continuous service</td>
<td>6.453</td>
<td>160</td>
</tr>
<tr>
<td>After 14 years of continuous service</td>
<td>6.461</td>
<td>168</td>
</tr>
<tr>
<td>After 15 years of continuous service</td>
<td>6.769</td>
<td>176</td>
</tr>
<tr>
<td>After 20 years of continuous service</td>
<td>7.231</td>
<td>188</td>
</tr>
<tr>
<td>After 25 years of continuous service</td>
<td>7.538</td>
<td>196</td>
</tr>
<tr>
<td>After 30 years of continuous service</td>
<td>7.846</td>
<td>204</td>
</tr>
</tbody>
</table>

No vacation shall be taken until the employee has completed their initial training
period, unless approved by the Director.

B. Employees who separate from county service shall be paid their earned but
unused vacation at their regular rate of pay at the time of separation. Payouts for
deceased employees will be governed by County policy that is consistent with State
law.

C. Upon approval of the Director, an employee choosing to retire may use up
to eight (8) weeks of accumulated vacation or compensatory time prior to their
official retirement date.

D. Regularly scheduled days off and holidays occurring during vacation leave
shall not be charged against vacation leave.
E. Accumulation of vacation leave shall be on a continuous basis and an employee may carry a balance of no greater than three-hundred and sixty (360) hours. Employees who have reached the maximum will stop accruing vacation until their balance drops below the three-hundred and sixty (360) hour maximum.

F. Vacation may be taken in 1/2 hour increments.

G. The rate of vacation pay shall be the employee’s regular straight time rate of pay in effect on the payday immediately preceding the employee’s vacation period.

H. Employees may not use vacation before it is earned.

I. Vacation requests shall be submitted at least forty-eight (48) hours in advance. Vacation requests submitted less than forty-eight (48) hours in advance are subject to approval by the Director or designee in his/her discretion. When the Director is absent, the Director shall delegate his/her vacation approval authority under this subsection to a shift supervisor of his/her choosing.

No vacation request will be granted that incurs overtime or results in a shift to run short, unless approved by the Director in his/her discretion.

J. The Department will make every effort to accommodate vacation leave requests but reserves the right to approve or disapprove of an employee’s requested vacation period, considering the scheduling requirements and efficient operation of the department, and shall not consider individual personalities, nor shall the employer unreasonably deny requests or discriminate between or among employees.

K. Vacation Selection:

1. Vacation may be requested up to 12 months in advance, and shall be granted on a first come, first serve basis regardless of seniority.

2. Vacation requests which have been previously approved prior to a shift bid will be honored for those employees that choose or are required to change shifts. Previously approved vacation requests shall be placed on the vacation calendar before requests are accepted from the new shift.

3. Once an employee’s vacation request is approved, the employee will not be allowed to switch the time off to another form of paid leave.

SECTION 2. Civil Leave. An employee shall be given time off without loss of any pay if he/she is called to serve on a jury or a County Election Board. If the employee is serving in Sarpy County, the employee shall waive their per diem compensation. If the employee is serving outside of Sarpy County, the employee shall assign their per diem compensation to Sarpy County. Per diem compensation does not include payments for reimbursable expenses (mileage, parking fees, etc.) or subsistence allowances for meals and lodging.

SECTION 3. Military Leave. The department will grant military leave to any employee who is a member of the National Guard or any organized military reserve of the United States
who is ordered to attend military training or receives a notification for active duty call-up. Military leave with pay will not exceed one hundred twenty (120) hours in one (1) calendar year. During this time, the employee shall receive his/her regular County pay and the compensation received for active duty training. If the amount of military leave requested exceeds one hundred twenty (120) hours in any one (1) calendar year, the employee may request to use vacation and/or compensatory time, or a leave of absence without pay.

If an employee chooses to use vacation and/or compensatory time during their military leave, they will be considered an active employee for the purposes of continuing health insurance benefits under the same terms and conditions of other eligible employees.

If an employee is on a military leave of absence without pay for more than thirty (30) consecutive calendar days the following shall apply.

- Insurance benefits will be extended according to the provisions of the Consolidated Omnibus Reconciliation Act (COBRA) regulations.
- All accumulated sick, vacation and compensatory time, if any, will be frozen, and the employee will not accrue these benefits until they return to active paid status.
- Employees are not eligible for holiday pay while on unpaid military leave.
- Employees on military leave, will not lose seniority benefits, regardless of their pay status, unless allowed by law.

The employee requesting military leave shall notify their supervisor immediately upon notification of orders to attend training or duty.

SECTION 4.

A. **Sick Leave.** Full-time employees shall accrue nine and one/third (9.33) hours of sick leave for each completed month of service.

B. The maximum number of hours an employee is allowed to accrue is one-thousand and forty (1,040) hours.

C. Effective July 1, 2015, an employee who has accumulated at least eight-hundred (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. If the conversion is made at the time of separation (except for disciplinary cause), all sick leave conversions made under this section will be paid into their designated Health Reimbursement (“HRA”) Account.

D. **Sick Leave Pay Out at Separation.** Employees who separate from service (except for disciplinary cause) shall be paid their sick leave in accordance with the following:

1. Employees shall be paid 50% of their accumulated sick leave to a maximum of four-hundred (400) hours pay if they have ten (10) or more years of service.
2. Employees shall be paid 25% of their accumulated sick leave to a maximum of two-hundred (200) hours pay if they have successfully
completed their introductory probationary period and have less than
ten (10) years of service.

3. Employees who are terminated for disciplinary reasons shall not be
eligible for any sick leave payment.

4. Except for separations due to death, sick leave payouts worth over
$500.00 shall be deposited into the employee’s designated Health
Reimbursement Arrangement (“HRA”) Account. The employee shall
be responsible for all costs and fees associated with the
implementation and administration of the employee’s HRA accounts,
and the county shall bear no costs in relation to said HRA account.
Sick leave payouts worth $500.00 or less shall be made as a cash
payment.

5. Payments due to death shall be paid to the deceased employee’s
estate pursuant to County Policy and consistent with State law.

6. Sick leave payout shall be based upon the employee’s regular rate
of pay at the time of separation.

E. To be eligible for sick leave usage, an employee shall advise their supervisor
at least two (2) hours prior to the start of their shift. Failure to make proper
notification may result in disciplinary action and/or the denial of sick leave.

F. Sick leave may be used in 1/2 hour increments. Sick leave is not vacation
and may not be used at the employee’s discretion, but shall be allowed for
the following reasons:

1. A bona-fide illness or injury which renders an employee incapable of
performing his or her required job duties;
2. Appointments with a health care provider to include, medical, dental,
vision or mental health; provided, however, employees who work 12
hours shifts must make every effort to schedule appointments on
their day off;
3. Treatment for inpatient drug or alcohol addiction;
4. Pregnancy, childbirth and recovery from childbirth;
5. For exposure to contagious disease under circumstances in which
the health of other employees or the public would be endangered by
the employees attendance on duty; or
6. To supplement worker’s compensation payments, if eligible.
7. 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.

Employees using sick leave for appointments shall use the amount of leave
consistent with the amount of time needed for travel and the amount of time
needed with the health care provider.

G. The Department may require a certification from a qualified, licensed health
care provider for an absence due to sickness of more than three (3)
consecutive work days, the cost of which shall be borne by the employee.
Failure to provide certification shall result in an unpaid, unexcused absence
and appropriate disciplinary action shall be taken. If the Department
suspects sick leave abuse, they reserve the right to require a certification
from a qualified, licensed health care provider for any absence due to sickness.

The Employer reserves the right to investigate any suspected fraudulent use of sick leave and to impose the appropriate corrective action or loss/denial of sick leave if fraud is established.

H. If an employee has exhausted their sick leave, they may be eligible to participate in the Sarpy County "Catastrophic Illness Leave Donation Program as outlined in the PRR.

SECTION 5.

A. Job-Related Injuries and IOD Payments. Employees are covered by Worker’s Compensation as provided by the law of the State of Nebraska. Employees shall be eligible for a supplemental payment, also known as an injury on duty payment ("IOD payment"), by the County for up to ten (10) working days (but no more than 80 hours) if they are injured in an incident while at work for the Sarpy County Department of Corrections, except for injuries that are a direct result of high-risk duty incidents.

B. For injuries that are a direct result of high-risk duty incidents, employees shall be eligible for an IOD payment by the County for up to one hundred eighty (180) days. In certain extenuating circumstances, the Director or his/her designee in his/her discretion may extend an employee’s high-risk duty IOD payment status for up to an additional one hundred eighty five (185) days. The Director must receive prior approval from the Human Resources Department and County Administration to grant an extension of IOD pay under this subsection.

1. A high-risk duty incident shall mean an incident with an inmate who is engaged in an act of violence, while at work for the Sarpy County Department of Corrections.

2. An act of violence shall mean the use of physical force that causes or is intended to cause harm to persons or property.

C. IOD payments shall be in an amount equal to the difference between the average weekly wage, as calculated for Worker’s Compensation purposes, and the amount of the weekly Worker’s Compensation benefit the employee receives.

Upon the approval of a lump sum settlement by a court of competent jurisdiction, the County shall not provide IOD payments to the employee.

The employee shall not be entitled to an IOD payment under this section in an amount that, when added to any Worker’s Compensation benefit and/or any wage or salary compensation received from Employer, results in the employee receiving total compensation greater than the average weekly wage for the applicable period of time.

SECTION 6.

Leave of Absence Without Pay.

A leave of absence without pay is an approved temporary absence from duty in a non-pay status which has been requested by the employee in writing, to be used for
medical or personal reasons. The term does not cover an unpaid disciplinary suspension, an absence for which leave has not been approved, or non-pay status during hours or days for which an employee would have been compensated had they not exhausted their paid leave balance.

In order to be eligible for a leave of absence without pay, the employee must have exhausted all appropriate paid leave. The unpaid leave of absence shall only be authorized by the Director at his/her discretion.

Unpaid leaves of absence for personal or non-FMLA medical reasons may not generally exceed thirty (30) calendar days. Unpaid leave requests of more than thirty (30) days, will be evaluated on a case by case basis.

During a leave of absence without pay, the employee:
A. Is responsible for the total premium payment of all insurance coverages falling due during any month the employee is not on the payroll, unless the employee is covered under the FMLA. Employees not covered under the FMLA will be offered benefits through COBRA.
B. Will not accrue paid leave benefits, nor are they eligible for holiday pay.
C. Will not accrue additional seniority for unpaid leaves exceeding thirty (30) days.

Failure on the part of the employee to report promptly upon the expiration of the leave, without good cause, shall be cause for separation and the employee shall be considered to have resigned.

Employees on an unpaid leave of absence shall have no expectation of job restoration. The Director will attempt to hold the employee’s job open during the unpaid leave, however, the Director, at his/her discretion retains the right to fill the job should it become necessary. If this were to occur, the employee shall be contacted to return. If the employee is unable to return, the Director shall move forward with filling the position and the employee shall be deemed to have resigned.

SECTION 7. No Call, No Show. Any unauthorized absence of an employee from duty shall be deemed to be an absence without pay and may be made grounds for disciplinary action up to and including termination of employment. Employees who are absent for two (2) or more days without authorized leave shall be deemed to have resigned. Such absence may be excused, however, by the Director by a subsequent grant of leave with or without pay where extenuating circumstances are found to have existed.

SECTION 8. Bereavement Leave.
Bereavement leave shall be time off granted to an employee in the event that a family member, as specified in this Section, passes away. The purpose of bereavement leave is to allow employees to grieve, attend funeral services or a memorial.

Bereavement leave of up to five (5) consecutive calendar days will be granted to employees for the bereavement of the following current family member group: spouse; child related by blood, marriage or adoption; father; mother; brother or sister.
Bereavement leave of up to four (4) consecutive calendar days will be granted to employees for the bereavement of the following current family member group: grandmother, grandfather, grandchildren, father-in-law, mother-in-law, son-in-law or daughter-in-law.

Bereavement leave of one (1) calendar day will be granted to employees for the bereavement of the following current family member group: aunts, uncles, nephews, nieces and the following in-laws: grandfather, grandmother, sister or brother.

In addition, at the discretion of the Director, additional calendar days of bereavement leave or non-consecutive days of bereavement leave may be granted. If an employee wishes to attend the funeral or memorial service of a relative not listed above, the employee may request use of vacation and/or compensatory time to be granted at the discretion of the Director.

Notification to the immediate supervisor, or the on-call Commander in the event the immediate supervisor is not available, shall be given by the employee as soon as possible prior to leave.

SECTION 9. Family Leave. The Family Medical Leave Act (FMLA), 29 U.S.C. Chapter 28 (1993), and Neb. Rev. Stat § 48-234 (Reissue 2000), entitles eligible employees to take paid and/or unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. For additional information regarding employee FMLA protected rights, refer to the Sarpy County Family and Medical Leave Policy.

ARTICLE 13

HOLIDAYS

SECTION 1. Employees shall be paid for the following holidays, along with any other days specifically designated by the County as a county-wide holiday for all county employees:

- New Year’s Day
- Martin Luther King Day
- Presidents’ Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans’ Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas
- Floating Holidays (2)

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. Floating holidays shall not be carried over into the subsequent fiscal year and shall not be paid out upon separation.

SECTION 2. Whenever a holiday falls on a Sunday the following Monday shall be observed as the holiday. Whenever a holiday falls on a Saturday the preceding Friday shall be observed as the holiday.
When Independence Day, Veterans Day, Christmas Day, or New Year’s Day fall on a Saturday or Sunday, those employees scheduled to and who actually work on those days shall be entitled to pay in accordance with Section 3 of this Article. Those employees not scheduled to work on the Saturday holiday or Sunday holiday shall be entitled to pay in accordance with Section 4 of this Article. Employees called in to work on those days shall be entitled to pay in accordance with Section 3 of this Article. No additional pay will be paid for the Friday preceding the Saturday holiday or the Monday following the Sunday holiday for these individuals.

SECTION 3. All work performed on an observed holiday shall be compensated at the rate of two and one-half (2½) times the regular rate of pay for the actual number of hours worked, except in the case of employees in FLSA exempt positions, who are not eligible to receive overtime or additional pay for working on an observed holiday.

SECTION 4. Whenever a holiday occurs on a full-time employee's regularly scheduled day off, such employee shall receive compensation for the holiday on the basis of eight (8) hours of pay at regular time. Staff Support employees who are regularly scheduled to work a 10-hour shift shall revert to an eight-hour shift schedule during the week of a holiday.

SECTION 5. Whenever an observed holiday falls during an employee's authorized leave, such observed holiday shall not be charged against the employee's authorized leave.

SECTION 6. Employees who are absent without leave on their scheduled work day immediately preceding or following the observed holiday shall not be entitled to holiday pay or other provisions of this Article.

SECTION 7. Employees may elect to receive compensatory time off as provided in Article 19, Section 7.

SECTION 8. Employees electing holiday pay shall be paid no later than the next pay period available following the holiday.

SECTION 9. Holiday pay shall be granted to those employees who begin working on the holiday.

ARTICLE 14

PROMOTIONS/DEMOTIONS/VACANCIES

SECTION 1. All promotions to fill existing positions within the Department of Corrections shall be posted and selection shall be awarded from the ranks of such employees whenever practicable and in the best interest of the Department. Promotions shall be awarded in strict accordance with the PRR.

SECTION 2. An employee who is promoted shall receive a minimum of 5% increase in pay and shall go to the pay level that meets this requirement.

SECTION 3. If an employee is demoted without cause to a position for which he/she is qualified, the demoted employee shall receive a pay rate in the lower position classification that provides the smallest decrease in pay. If the demotion is for just cause, the
Director may set the demoted employee's pay at any appropriate rate, as designated by the Director, within the lower position classification.

If an employee is demoted upon his/her request, his/her pay rate in the lower position classification scale should be set as though the employee had never been promoted.

SECTION 4. Vacant positions due to resignation, promotion, retirement, death, demotion or discharge shall be filled no later than ninety (90) calendar days from the date the vacancy occurred. The ninety (90) day period may be extended upon a mutual agreement in writing between the Director and the F.O.P.

ARTICLE 15
SAFETY COMMITTEE

SECTION 1. The Director and the F.O.P. shall appoint two (2) members of the bargaining unit to the county-wide Safety Committee. At least one F.O.P. (1) member shall attend the county-wide Safety Committee meetings.

ARTICLE 16
F.O.P. BUSINESS

SECTION 1. F.O.P. officials, as determined by the F.O.P. President, shall be granted leave from duty with full pay at their regular hourly rate for the purpose of negotiations and administration of this Agreement. Administration of the Agreement shall be defined as grievance, discipline meetings, language interpretation, meetings with departmental employees, and individuals associated with this Agreement. The Director shall be notified of all leave granted.

SECTION 2. F.O.P. officials may be granted leave with pay for the purpose of attending F.O.P. meetings, conventions, educational conferences or conducting F.O.P. business, when it has been determined by the Director that such absences will not hinder the effective operation of the Department of Corrections. Such leave shall be contingent upon written request by the F.O.P. and approval by the Director or his/her designee no less than one week in advance of the requested leave dates. Such leave shall not exceed eighty (80) hours per fiscal year for the entire F.O.P.

ARTICLE 17
UNIFORMS AND EQUIPMENT

SECTION 1. The County shall provide replacement articles as necessary for damage to clothing, equipment or personal items occurring while in the performance of duties and determined to be necessary to the performance of the employee's duties. Requests for reimbursement shall be submitted in writing and accompanied by proper documentation. Personal property claims will be reviewed by the Director and will be paid or denied on the basis of reasonableness. Prescription eyeglasses or contact lenses will be reimbursed for up to a replacement value of no more than five hundred ($500.00) dollars. Required uniform/equipment items and Stab Resistant
Vests will be replaced at actual replacement cost subject to the reasonableness standard for reimbursement. In all other cases, reimbursement payments to replace other damaged items shall not exceed one hundred dollars ($100.00) per item. Jewelry items (earrings, rings, bracelets, necklaces, etc.) are not eligible for reimbursement.

SECTION 2.

Reimbursement:

A. The County shall provide a uniform reimbursement allowance for the following job classifications each fiscal year. Uniform reimbursement funds shall not be carried over to the next fiscal year.

1. Corrections Officers, and Sergeants shall receive one thousand dollars ($1,000) each fiscal year.

2. Corrections Admissions Specialists shall receive six hundred sixty dollars ($660) each fiscal year.

3. Staff Support shall receive six hundred sixty dollars ($660) each fiscal year and shall be required to wear Department-approved uniforms.

4. Employees participating in the Special Response Team ("SRT") may be reimbursed an additional four hundred forty dollars ($440) each fiscal year for required SRT uniform and equipment items.

5. Employees who are Instructors may be reimbursed an additional two hundred dollars ($200) each fiscal year for required Instructor uniform and equipment items.

Employees shall be required to submit itemized receipts within ninety (90) days of purchase. Reimbursements must be submitted no later than June 1st of each calendar for fiscal year end processing. After an employee receives the maximum reimbursement amount for the fiscal year, employees may not carry forward submitted receipts and apply them to the employee's uniform and equipment reimbursement allowance for subsequent fiscal years, except for Corrections Officers, Sergeants, and Corrections Admissions Specialists. Corrections Officers, Sergeants and Corrections Admissions Specialists may carry forward submitted receipts and apply them to their uniform and equipment reimbursement allowance for one additional fiscal year. Employees shall adhere to the Department of Corrections Standard Operating Procedure for the uniform/equipment reimbursement process.

SECTION 3.

If there is a separation of employment, any final reimbursement shall be issued in accordance with the Department of Corrections Standard Operating Procedures.

SECTION 4.

At the employee's request, the Department of Corrections will provide eligible employees with a Department-approved Stab Resistant Vest, with replacements to be provided according to the manufacturer's warranty. Employees requesting a Department purchased Stab Resistant Vest shall be required to wear it while on duty in the secure perimeter of the facility or while transporting inmates. Employees shall submit their request to receive a Stab Resistant Vest in accordance with the
Department's Standard Operating Procedures. Staff Support are not eligible for this benefit.

ARTICLE 18

HOURS OF WORK

SECTION 1. This Article is intended to set forth the normal work week and work schedule but shall not be construed as a guarantee of hours of work per day or per week, or days of work per week.

SECTION 2. The workweek shall begin at 12:01 AM on Sunday and end at midnight on Saturday, with the exception of Corrections Admissions Specialists who are assigned to the day shift (6:00 AM – 6:00 PM). The workweek for the Corrections Admissions Specialists assigned to the day shift (6:00 AM – 6:00 PM) shall begin at 12:01 PM on Saturday and end at 12:00 PM noon on the following Saturday.

SECTION 3. Earned Time Off. The work schedule for Corrections Officers, Sergeants, along with roll call, leads to 85.75 hours worked in a fourteen (14) day pay period. In every fourteen (14) day pay period, each such employee shall be required to take six (6) hours of Earned Time Off (ETO) to account for the extra hours worked.

A shift schedule ETO is assigned once during a pay period by a Sergeant to bring the number of hours worked by employees to eighty (80).

The work schedule for Corrections Admissions Specialists creates 42 hours of work in a seven (7) day pay period. In every seven (7) day workweek each such employee shall be required to take two (2) hours of ETO to account for the extra hours worked.

A shift schedule ETO is assigned once during a seven (7) day work week by a supervisor to bring the number of hours worked by employees to forty (40).

In the event employees are unable to take their ETO, they shall be compensated in accordance with Article 19, Overtime. The employer reserves the right to require that the employee utilize their ETO in conjunction with paid leave.

SECTION 4. Training. Training time is considered as hours worked and shall be compensated in accordance with the following:

1. The Director may require employees to alter their work schedule for training if given a minimum of one (1) calendar week notice, unless waived by the employee.

2. Training on Regular Day Off: Employees of the Department of Corrections may be required to attend training on their regular day off. The employee shall be paid for a minimum of two (2) hours at the rate of time and one-half (1 ½), or one and one-half (1½) times the regular rate of pay for actual hours worked, whichever is greater.

3. Training on Regular Scheduled Work Day: Employees may be required to attend training on their regularly scheduled work day.
a. If the training is completed in-house or is located in the surrounding metropolitan area, the employee will discuss his/her work schedule with the Director or his/her designee to determine if any of the following adjustments need to be made:
   i. The employee will report for duty upon the completion of the training;
   ii. The employee will request vacation or compensatory time off for hours remaining in the work day; or
   iii. The employee shall utilize ETO time.

b. If the training requires the employee to travel outside of the surrounding metropolitan area, the following shall apply:
   i. Time spent traveling shall be considered as hours worked.
   ii. The Director or designee may require the employee to report for duty upon completion of the training based upon the length of the training and travel time involved.
   iii. Training days which require an overnight stay shall generally be considered a full work day. If the training day is less than eight (8) hours, the employee will discuss their work schedule with the Director or designee to determine if work schedule adjustments need to be made.

4. The Director or his/her designee shall post notice of any schooling or training available.

SECTION 5
An employee shall be allowed a sixty (60) minute lunch period during a shift of eight (8) hours or more. An employee who receives a paid lunch, but is required to work through lunch, shall be compensated at regular time. Employees who do not receive a paid lunch, but are required to work through lunch, shall be compensated at the rate of one and one-half (1½) times their regular hourly rate. The Director shall retain the right to impose restrictions and limitations in those periods when an employee’s absence for a lunch period would jeopardize or otherwise detract from the efficient operation of a division of the Department.

SECTION 6.
Temporary shift hours are to be determined by the Commander, with approval of the Director. Each shift designated may be varied not to exceed two (2) hours, at the sole discretion of the Director, provided the employees affected are given a minimum of twenty-four (24) hours’ notice prior to the change of hours for the shift.

The Director may schedule permanent shifts of eight (8), ten (10), or twelve (12) hours.

SECTION 7.
Bi-Annual Shift Bidding

A. Employees working continuous shifts shall be allowed to bid for shifts. Shift bids shall be awarded based on seniority within their position classification. Shift bidding only concerns hours of work. Employees do not have the right to bid for assignments or specific shifts, e.g., A, B, C or D shift.

B. The FOP shall conduct a Shift Bid bi-annually for Corrections Officers, Corrections Sergeants, and Corrections Admissions Specialists (“Shift Bid Employee(s)”) assigned to A, B, C, and D shifts.
C. Each Shift Bid Employee eligible to bid shall be placed on a list assigning times for bidding. The bidding order shall be determined based on classification seniority, with the most senior eligible Shift Bid Employee first on the list, and the least senior eligible Shift Bid Employee last.

D. The Director or his/her designee shall deliver a list of all slots assigned to each shift that are available to bid to the FOP President, at a time to give sufficient notice for Shift Bid Employees to review the bid availability.

Employees shall be required to bid within their assigned time frame.

E. WRITTEN PROXY: Shift Bid Employees may bid by written proxy. The written proxy shall identify the person entitled to make the bid choice for the Shift Bid Employee and shall be signed and dated. An unsigned proxy will not be accepted, and if the Shift Bid Employee does not place a bid, he or she shall be treated as a failure to bid within the Shift Bid Employee’s assigned time.

F. FAILURE TO BID: If a Shift Bid Employee fails to bid within his or her assigned time, the FOP shall move on to the next person on the bid list. The Shift Bid Employee failing to place a bid within his or her assigned time will be permitted to bid when the Shift Bid Employee appears at the bid or makes contact with the FOP representative conducting the bid.

If a Shift Bid Employee fails to bid, the FOP shall place the person at the bottom of the bid list. If more than one person fails to bid, placement at the bottom of the list shall be made by classification seniority, with the person with most seniority placed higher on the list. At the completion of the bid, the FOP shall place any person that fails to bid in an open assignment. Shift Bid Employees are not entitled to file a grievance in regards to the shift bid process.

G. VACANCIES AND BIDDING: If a position is vacated after the annual bidding process, then the vacancy will be posted for bidding for five (5) days to current Shift Bid Employees and will be awarded based on classification seniority. New Shift Bid Employees hired after the bidding process will be assigned to a remaining vacant position on shift at the discretion of the Director or his/her designee.

H. POST-BID MOVEMENT BY DIRECTOR: The shift slot selected by the Shift Bid Employee is a preference and is not guaranteed to the Shift Bid Employee. The shift bid results will be forwarded to the Assistant Director upon its completion. The Assistant Director and the Director shall have the right to change the assignments in his/her discretion.

I. The shifts designated in this Article shall be staffed by employees on the basis of bids submitted by such employees to be effective on the first full weekend of May and November of each year on the basis of their seniority in accordance to Article 8. If an employee is scheduled to be transferred, the Director or his/her designee shall notify him/her at least thirty (30) calendar days before shift change.

SECTION 8. Any vacancy or vacancies occurring in a shift or shifts between the scheduled changes in Section 7 of this Article may be filled by assignments of the Operations Administrator, provided the employees affected are given a minimum of twenty-four
(24) hours’ notice prior to the change of hours.

SECTION 9. During an emergency as declared by the Director, employees' shifts, hours, and duties may be established and leave provisions may be cancelled or restricted at the discretion of the Director. This does not include previously approved vacation leave and military orders for active duty.

ARTICLE 19

OVERTIME, CALL-BACK AND STANDBY PAY

SECTION 1. A. Overtime Pay. Except as provided in the following sentence, employees shall be compensated at the rate of one and one-half (1½) times their regular rate of pay for the number of hours worked in excess of forty (40) hours per work week.

Corrections Officers and Sergeants shall be compensated at the rate of one and one half (1½) times their regular pay for the number of hours worked in excess of eighty (80) hours per pay period.

Overtime shall not be paid twice for the same hours worked.

B. Mandatory Overtime. Mandatory Overtime shall apply when employees are ordered by management to work extra hours because no qualified employees volunteer.

The Department shall create and maintain an accurate up to date mandatory overtime list of employees in the order of least to greatest seniority for each shift by position classification. The list shall include the employee’s name, shift, position classification, seniority date and last mandatory date.

The mandatory overtime list is a continuous rotating list from least senior to most senior.

The continuous rotating list for mandatory overtime shall be maintained in the shift supervisor’s office and shall be made available for employees to review at any time upon request.

When mandatory overtime applies, then on the basis of rotating seniority, least to the most senior, an employee will be required to work the overtime. New hires will be placed on the mandatory overtime list following one calendar week after successful completion of their jail training program.

Employees who are ordered to work mandatory overtime will be moved to the bottom of the mandatory overtime list if they work a minimum of two (2) hours of mandatory overtime.

In the event an employee is ordered to work mandatory overtime, the employee may locate another employee who is willing to work overtime in his/her place, as long as the other employee is not restricted from working overtime.
SECTION 2. Call Back. If a full-time employee is called to duty during off-duty time and such time does not coincide with his/her scheduled tour of duty, such employee shall be paid a minimum of two (2) hours at the rate of time and one-half (1½) his/her regular rate of pay, or one and one-half (1½) times his/her regular rate of pay for actual number of hours worked, whichever is greater.

Part-time employees who are called to duty during off duty time, and such time does not coincide with the beginning or end of his/her scheduled tour of duty, shall be compensated for a minimum of two (2) hours times one (1) of his/her regular rate of pay. If the call back hours causes the total number of work hours to exceed 40 hours in a week, then the hours over 40 hours shall be compensated at a rate of time and one-half (1 ½ ) of his/her regular rate.

If the employee stays after the end of the shift, the time worked is not considered call back and the employee shall only be compensated at his/her regular rate of pay for the actual time worked. This also applies should an employee be called to court before or coinciding with the end of the employee's duty shift.

SECTION 3. Standby and On Call Pay.

Standby duty is defined as off duty time during which employees are restricted by order of the Director to a designated post of duty and is assigned to be in a state of readiness to perform work with limitations on the employees’ activities so substantial that the employees cannot use the time effectively for their own purposes (“engaged to wait”). Employees assigned to standby duty shall remain available and fit for immediate duty.

- An employee’s activities shall not be considered “substantially limited” based on the fact that they are subject to restrictions necessary to ensure they will be able to perform their duties and responsibilities, such as restrictions on alcohol consumption or use of certain medications.
- An employee is not considered restricted for “work-related reasons” if, for example, the employee remains at the post of duty voluntarily.

On-Call is defined as off-duty time where the employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius (“waiting to be engaged”). An employee who has been assigned to be on-call shall remain available and fit for duty to answer calls and to handle any issue that may arise that needs immediate attention.

Notwithstanding Article 18, the Director may assign certain employees to standby duty and require the employee to remain in contact with the on-call Commander. The employee shall be paid one (1) hour of regular pay or compensatory time for each eight (8) hours of standby duty or any fraction thereof.

An employee assigned to be on-call shall be paid one (1) hour of regular pay or compensatory time for each eight (8) consecutive hours on-call or any fraction thereof. An employee must be on-call a minimum of eight (8) consecutive hours to receive this benefit.
SECTION 4. In calculating overtime pay, the following rules shall apply: Overtime compensation will be rounded to the nearest quarter (1/4) of an hour in all situations. For example, if an employee works seven (7) minutes past the end of his/her shift, he/she will not receive any compensation. If an employee works eight (8) minutes past the end of his/her shift, he/she will receive a quarter (1/4) of an hour of compensation. If an employee works twenty-two (22) minutes past the end of his/her shift, he/she will receive a quarter (1/4) of an hour of compensation. If an employee works twenty-three (23) minutes past the end of his/her shift, he/she will receive a half (1/2) of an hour of compensation.

SECTION 5. Compensatory Time Off. An employee may elect to receive compensatory time off or pay for overtime or holiday hours earned. Employees who elect to receive compensatory time shall be allowed to accumulate two hundred-twenty (220) hours. After reaching and maintaining two hundred-twenty (220) hours, further overtime shall be compensated as pay. Compensatory time will be at the rate of one and one-half (1½) hours' time off to hours earned.

When an employee's service is separated from the Department of Corrections, he/she shall receive payment of accumulated compensatory time as outlined in the above paragraph.

SECTION 6. Under no circumstances shall an employee voluntarily work without compensation.

SECTION 7. Employees working during the time that Daylight Saving Time ends or begins will be paid for actual hours worked. When Daylight Saving Time begins in the spring, employees who lose an hour during their scheduled work time may use one (1) hour of compensatory time or vacation time to make up the difference.

SECTION 8. Only the Director or his/her designee has the authority to close the Department of Corrections during normal business hours. Therefore, the Department of Corrections may remain open even if the Sarpy County Courthouse or other county facilities are closed. In general, all personnel are expected to work their regularly scheduled shift regardless of weather or emergency situations.

Only the Director or his/her designee has the authority to permit Essential or Non-Essential employees to be absent from work because of weather conditions or emergency situations.

ARTICLE 20

ATTENDANCE IN COURT, CONFERENCES, AND OTHER MEETINGS

SECTION 1. Any employee required to attend as a witness or in any other capacity directly related to his official duties, any case pending in the Juvenile Court, County Court or District Court, or before any Grand Jury proceedings or in conferences with the County Attorney or their respective Assistants, or at any proceedings by any City, County, State or Federal Government or any of the subdivisions of agencies thereof, during off-duty periods, shall be entitled to overtime compensation at the rate of time and one half (1½) his/her regular rate of pay for a minimum of two (2) hours or one and one half (1½) times his/her regular rate of pay for the actual number of hours worked, whichever is greater.
When an employee is called as a witness in connection with his/her officially assigned duties and is given witness fees, the employee shall forward the fees to the Department of Corrections.

SECTION 2. The Director may require employees to attend meetings of the Department of Corrections.

SECTION 3. Employees shall be entitled to the compensation as set out in Section 1 of this Article pertaining to Notice of Court Hearing unless such employee is notified twelve (12) hours prior to the set time of said hearing that the hearing has been canceled. The employee shall be responsible to call a predetermined phone number within the Department of Corrections having knowledge of said Court hearings within the last hour of the last working day when the Courthouse is open to see whether said hearing has been canceled.

ARTICLE 21

WAGES

SECTION 1. Employees will be compensated in accordance with the Salary Schedule, effective July 1, 2022, as set forth in Appendix B.

SECTION 2. Position classification levels shall be as follows:

- Corrections Officer
- Corrections Sergeant
- Corrections Admissions Specialist
- Staff Support
- Re-Entry Coordinator
- Risk Assessment & Compliance Coordinator

SECTION 3. Original appointments to any position shall be made at the entrance step of a salary range, excluding Lateral Hires, unless Article 14 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:

<table>
<thead>
<tr>
<th>Step</th>
<th>Years of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1</td>
<td>Upon hire</td>
</tr>
<tr>
<td>Step 2</td>
<td>After 1 year of service</td>
</tr>
<tr>
<td>Step 3</td>
<td>After 2 years of service</td>
</tr>
<tr>
<td>Step 4</td>
<td>After 3 years of service</td>
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<tr>
<td>Step 5</td>
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<tr>
<td>Step 6</td>
<td>After 5 years of service</td>
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<tr>
<td>Step 7</td>
<td>After 6 years of service</td>
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<td>Step 8</td>
<td>After 7 years of service</td>
</tr>
<tr>
<td>Step 9</td>
<td>After 8 years of service</td>
</tr>
</tbody>
</table>

SECTION 4. Voluntary Deferred Compensation Match Program. The County will match up to $1,040 annually each calendar year of an employee’s voluntary contributions to his or her 457(b) deferred compensation account by depositing the matching funds into
SECTION 5. Longevity pay shall be as follows for employees hired before July 1, 2015:

Commencing the 8th year through 14th year $ 885.00/year
Commencing the 15th year through 19th year $ 1,330.00/year
Commencing the 20th year through 24th year $ 1,785.00/year
Commencing the 25th year through 28th year $ 2,165.00/year
Commencing the 29th year and after $ 2,400.00/year

Employees hired by the County after July 1, 2015 shall not be eligible to receive longevity pay.

SECTION 6. Employees hired before July 1, 2015 shall have the option to participate in one of the following longevity pay programs beginning July 1, 2019 for the remainder of their employment with the County.

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

Commencing the 8th year through 14th year $ 885.00/year
Commencing the 15th year through 19th year $ 1,330.00/year
Commencing the 20th year through 24th year $ 1,785.00/year
Commencing the 25th year through 28th year $ 2,165.00/year
Commencing the 29th year and after $ 2,400.00/year

Option 2: Beginning July 1, 2019, 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 matching program (Section 4 of this Article).

Commencing the 8th year through 14th year $ 585.00/year
Commencing the 15th year through 19th year $ 1,030.00/year
Commencing the 20th year through 24th year $ 1,485.00/year
Commencing the 25th year through 28th year $ 1,865.00/year
Commencing the 29th year and after $ 2,100.00/year

Additionally, beginning July 1, 2019 any employee receiving 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 June 30, 2022 and shall remain in effect for the duration of their employment with the County.

Employees hired by the County after July 1, 2015 shall not be eligible to receive longevity pay but shall be eligible to participate in the County’s deferred compensation matching program (Section 4 of this Article).

SECTION 7. Employees assigned to specialty assignments shall receive three percent (3%) of their regular (non-overtime) earnings per pay period. In order to receive this pay, the employee shall maintain the qualifications for the specialty assignment as
directed by the Standard Operating Procedures, and attend and successfully complete all required training.

Employees are only eligible to receive pay for one specialty assignment.

The staffing of these specialty assignments has been set by the Director or his/her designee.

SECTION 8. If an employee reaches a new step during the first seven days of a pay period, he/she shall be entitled to the higher pay rate for the entire pay period. If the new step is reached during the last seven days of a pay period, the employee shall not receive the higher rate until the subsequent pay period.

If July 1 (date of new pay scales every fiscal year) falls in the first seven days of a pay period, employees shall be entitled to the higher pay rate for the entire pay period. If July 1 falls in the last seven days of a pay period, employees shall not receive the higher pay rate until the subsequent pay period.

SECTION 9. All employees assigned to “C” or “D” shift and who work a majority of his or her hours between 1730 hours and 0600 hours shall be paid an additional fifty cents ($0.50) per hour on both regular and overtime hours attached to their shift. Employees required to work “C” or “D” shift to cover a personnel shortage shall also receive the fifty cents ($0.50) shift differential pay.

ARTICLE 22

WORKING OUT OF POSITION CLASSIFICATION

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 one (1) duty shift, the employee shall be compensated for all hours worked in the higher salary grade.

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

SECTION 2. No employee shall be required to work out of his/her position class if such employee does not have the prerequisite qualifications to perform such work nor shall any employee be required to work out of position class for the purpose of avoiding paying someone else a higher salary grade.

SECTION 3. Employees being paid at a higher rate while temporarily filling a position in a higher position classification will be returned to their regular rate of pay upon the completion of the out-of-class assignment.

SECTION 4. Employees working out of position classification shall be entitled to all benefits provided by this Agreement to the position to which they are assigned.

SECTION 5. An employee who is assigned to work out of position classification shall receive a minimum of five percent (5%) increase in compensation, in accordance with the appropriate pay range of the absent employee. At no time shall an employee
receive any compensation beyond the top step of the higher pay scale.

ARTICLE 23

INSURANCE

SECTION 1. The County shall maintain a Comprehensive Major Medical Plan that will include deductibles, copay amounts, coinsurance levels, in-network benefits, out-of-network benefits, and other participant payment responsibilities customarily found in Comprehensive Major Medical Plans. No plan changes will be made until receiving recommendations from the County-wide Benefits Advisory Committee which shall be submitted to the County Administrator by September 1. If no recommendations are received by September 1, the County Board has the right to make necessary plan changes in time to have the health insurance program in place by the January 1 renewal effective date.

The County shall contribute ninety percent (90%) for individual coverage, eighty-three percent (83%) for employee plus coverage, and eighty-three percent (83%) for family coverage. The employer shall also pay eighty (80%) percent of eligible in-network co-insurance costs for family, employee plus and individual coverage.

SECTION 2. The County shall not pay such premiums referred to in Section 1 of this Article for any employee who, within any calendar month, had not received any compensation from the County for work performed, except for retiree healthcare participants under this Agreement and for FMLA qualified leave.

SECTION 3. The County shall provide and pay the full premium cost for thirty thousand dollars ($30,000) of group term life and accidental death and dismemberment insurance for eligible employees.

SECTION 4. After completing one (1) year of service, the County shall provide and pay the full premium cost for a long-term disability insurance plan for eligible employee.

SECTION 5. The County shall provide dental insurance coverage for eligible employees. The County shall pay the full cost for single coverage and all but nineteen dollars ($19.00) per month for family coverage.

The annual maximum coverage per plan year (January 1 - December 31) will be fifteen hundred dollars ($1,500) per covered person per covered year. Also included is a fifteen hundred dollars ($1,500) lifetime Orthodontic coverage per dependent child. Orthodontic coverage is limited to persons up to age nineteen (19).

SECTION 6. Retiree Healthcare. An employee, who (1) retires with a minimum of fifteen (15) years of service with Sarpy County and has been employed by Sarpy County for a minimum of five (5) years prior to the date of retirement, and (2) is at least age sixty (60) years of age, until reaching his/her sixty-fifth (65) birthday, may continue to participate in the County’s health insurance program and receive coverage as
provided for retirees.

From age 60 through age 61, the entire premium shall be paid by the retiree.

From age 62 until age 65, the County shall pay 75% of single coverage, and 50% of employee/spouse, employee/children or family coverage.

Should the County discontinue Blue Cross Blue Shield Health insurance coverage, retirees shall be provided coverage under the primary carrier selected by the County.

Eligible employees must be enrolled in a County insurance program prior to retirement.

**ARTICLE 24**

**MAINTENANCE OF STANDARDS**

**SECTION 1.** Nothing contained in this Agreement shall be construed as repealing any lawfully recognized benefit provided through the County for employees of the Department of Corrections, and no employee shall inadvertently suffer any loss of wages, hours or working conditions by reason of the signing of this Agreement.

**ARTICLE 25**

**SAVINGS CLAUSE**

**SECTION 1.** If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE 26**

**DUES CHECK-OFF**

**SECTION 1.** The County Payroll Department shall deduct regularly monthly F.O.P dues from the pay of each employee covered by the Agreement provided that, at the time of such deduction, there is in the possession of the County a current un-revoked written assignment, executed by the employee, in the form and according to the terms of the authorization form, attached hereto, marked as Appendix "A", and made a part hereof. Such authorization may be revoked by the employee at any time by giving written notice thereof to the County.

**SECTION 2.** Previously signed and un-revoked written authorizations shall continue to be effective as to employees reinstated following layoff, leave of absence, or suspension not exceeding sixty (60) days; previous authorizations of other employees rehired or reinstated shall not be considered to be effective.

**SECTION 3.** Such authorization deductions shall be made from every other payroll period and will within ten (10) days be remitted to the duly designated F.O.P. official. The F.O.P. shall advise the County in writing of the name of such official.
SECTION 4. If an employee has no pay coming for the pay period in question, or if such pay period is the first pay period of a new employee, or if the employee has signed an authorization form during such pay period of the subsequent month, such deductions shall be limited to the amount of the current regular monthly F.O.P. dues and shall not include dues for the prior months or any portion thereof.

SECTION 5. The County shall process employee revocations in accordance with the county’s payroll processing timelines.

SECTION 6. At the time of the execution of the Agreement, the F.O.P. shall advise the County in writing of the exact amount of regular monthly F.O.P. dues. If subsequently, the F.O.P. requests the County to deduct additional monthly F.O.P. dues, such request shall be effective only upon written assurance by the F.O.P. to the County that amounts are regular monthly F.O.P. dues duly approved in accordance with the F.O.P.’s constitution and bylaws.

SECTION 7. The County agrees to provide this service without charge to the F.O.P.

SECTION 8. The County shall not be liable for the remittance payment of any sums other than those constituting actual deductions made. If for any reason, it fails to make a deduction for any employee as above provided, it shall make a deduction from the employee’s next pay period in which F.O.P. dues are normally deducted after written notification from the F.O.P. to the County of the error. If the County makes an overpayment to the F.O.P., the County will deduct that amount from the next remittance to the F.O.P. The F.O.P. agrees to indemnify and hold the County harmless against any and all claims, suits, orders or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this Article.

ARTICLE 27

JAIL TRAINING OFFICER

SECTION 1. Employees who have successfully completed the Sarpy County Jail Training Officer (“JTO”) training class, including Booking Training for Corrections Admissions Specialists and who are appointed to be JTOs for new employees, shall receive JTO Pay.

Employees shall be paid one-quarter (1/4) hour of regular pay or compensatory time for each two (2) hours of training during a shift.

Sergeants are not eligible for JTO pay, which includes employees working out of Class as a Sergeant.

The Supervisor will give the JTO written documentation which includes the specific dates of the training assignment; those dates in which the JTO is expected to train. The length of the training assignment shall not exceed seven (7) calendar days unless additional remedial training is needed in the discretion of the JTO supervisor.
In order to receive JTO Pay, the JTO is required to submit the administrative Pay/Comp Request/OT Utilization form to the employee’s supervisor at the end of the training assignment.

If a JTO utilizes any vacation, compensatory time or personal leave, not including sick leave, during a training assignment, the JTO shall forfeit any JTO Pay for the portion of the training assignment missed.

If use of a substitute TO is required, the replacement TO shall be entitled to receive one quarter (1/4) hour of regular pay for each two (2) hours of substitute instruction.

Corrections Officers who are certified instructors and have an instructorship in First Aid, CPR, Defensive Tactics/PPCT, or IPC shall receive additional compensation for training employees in their area of certification. Certified Instructors who train employees shall be compensated a quarter (1/4) of an hour of overtime for every two (2) hours of training to be taken in either compensatory time or pay.

ARTICLE 28

LATERAL HIRES

SECTION 1. A Lateral Hire is defined by Article 1, Section 9.

SECTION 2. Lateral Hire appointments shall be made according to the Lateral Hire’s years of previous or current service, and separation date from previous full-time employer if not currently employed. The entrance salary step the lateral hire receives shall be determined as follows:

<table>
<thead>
<tr>
<th>Years of Experience</th>
<th>Salary Step</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-4 years</td>
<td>Step 2</td>
</tr>
<tr>
<td>4-6 years</td>
<td>Step 3</td>
</tr>
<tr>
<td>More than 6 years</td>
<td>Step 4</td>
</tr>
</tbody>
</table>

For purposes of this Agreement, a Lateral Hire’s prior years of service shall only be used to determine their entrance salary step when initially appointed to the position classification of Corrections Officer and for no other reason. For Lateral Hires, an advancement from the entrance salary step to the maximum step within the applicable classification shall be based on performance and subsequent years of service with the Sarpy County Department of Corrections. Lateral Hires may advance one step per year in ascending numerical order until the maximum step is reached.

ARTICLE 29

EDUCATIONAL REIMBURSEMENT

SECTION 1. The purpose of this Article is to foster a learning environment and provide educational opportunities that are mutually beneficial to the employees and the County and will encourage eligible employees to participate in education programs
which will further their skills and knowledge for use in their current position or for use in a possible future position of greater responsibility with the County.

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

This Article does not apply to training seminars, conferences, workshops, and other similar events required by the employer.

SECTION 2.

A. Eligibility

1. Employees must be a full-time tenured employee as of the date the course begins.

2. Employees must be actively working for the County as of the date the course is completed.

3. The course schedule and study time must not be in conflict with the Employee work schedule.

4. Employees must take the course at one of the following types of accredited institutions:
   - Technical Institutes (trade schools)
   - Colleges or Universities
   - On-line courses

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

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

6. For employees taking undergraduate level courses, the course for which reimbursement is sought must be required or in line with the degree being sought, unless authorization is received from the Director.

B. Reimbursement Terms

The County will reimburse employees for one (1) undergraduate degree and for one (1) graduate degree, if such degree would be beneficial to the employee’s current position or to a future position with the County. If an employee has already earned an undergraduate degree or graduate’s degree, then he or she is not eligible to participate in this program to receive reimbursement for the degree type(s) that he/she already has earned. The reimbursement procedure shall proceed as follows:

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

2. Supplies and other fees and charges will not be reimbursed.

3. Employees shall be entitled to reimbursement if they have complied with all provisions of this Regulation and receive a letter grade of A, B, or C, or a "Pass" grade for "Pass/Fail" courses.

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.

5. The annual reimbursement shall continue for employees who remain employed until such time as they are reimbursed 90% of the cumulative tuition, books, and class-associated fees incurred by the employee. For example, employees who incur covered educational expenses in the cumulative amount of $10,000 shall be reimbursed $9,000 (90% of the total covered educational expenses) in annual increments of $2,000, over a five year period, provided they remain employed for five years.

C. Application and Reimbursement Procedures

1. Before enrollment in a course, employees must submit to their Department Head a completed *Education Reimbursement Application*. The Director shall determine if the degree being sought is consistent with the employee’s current position or a future position with the county. The Director shall either approve or disapprove the application. If the application is not approved, the employee will be notified as to the reason(s).

2. The completed and authorized application shall be forwarded to the Human Resources Department for processing and determination if the employee meets the eligibility criteria.
   - If the application is denied, the Human Resources Department shall notify the applicant in writing as to the reason(s).
   - If the application is approved, the Human Resources Department will return the application form to the employee indicating approval. This application must be retained by employees and resubmitted to receive reimbursement.

3. To receive reimbursement, employees must submit within 60 calendar days of the course completion date to the Human Resources Department their:
   - Grades,
   - Proof of payment of tuition and course-related fees,
   - Receipts for required books, and
   - The application.

4. Employees who voluntarily separate service or are dismissed within twelve (12) months after receiving reimbursement, shall repay the County for reimbursements received in the prior twelve (12) months. By accepting the reimbursement under this Regulation, employees authorize the deduction of reimbursements, which must be repaid from their final paycheck. If repayment is not fully paid from their final paycheck, employees shall immediately pay the County the remaining reimbursement.
ARTICLE 30
LINE OF DUTY DEATH

SECTION 1: In the event of a Line of Duty Death, defined as when an employee sustains a fatal injury arising out of and in the course of his or her employment, the County shall pay the cost of funeral expenses up to a maximum of ten thousand dollars ($10,000).

ARTICLE 31
DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2022, and shall remain in full force and effect until June 30, 2025, except that either party may reopen negotiations between 60 and 90 days prior to the July 1 anniversary in 2023 or 2024 for the exclusive subject of wages. If either party timely reopens wage negotiations in either 2023 or 2024, the other party shall have no obligation to discuss or negotiate any term and condition of employment other than wages, unless mutually agreed. This Agreement shall automatically renew from year to year thereafter unless one of the parties notifies the others in writing that a modification of this Agreement is desired. The written notification must be presented no later than thirty (30) days before this Agreement expires. In the event such notice is given, negotiations shall begin immediately.

IN WITNESS WHEREOF, the parties hereto have set their hands this 21st day of June, 2022.

This contract is approved as to form and content.

By: Tim Kennedy
FOP Lodge #90 President

By: David R. Kelly
Sarpy County
Board of Commission Chairperson

By: [Signature]
Sarpy County Clerk

Reviewed and Approved as to Form:

By: [Signature]
Deputy Sarpy County Attorney
APPENDIX A

AUTHORIZATION FOR PAYROLL DEDUCTION

By: ________________________________________________________________
    (Please print last name, first name, middle name)

CLASSIFICATION: ____________________________________________________

SOCIAL SECURITY NUMBER: ___________________________________________

TO THE COUNTY OF SARPY:

Effective the ______ day of ______________, 20_____, I hereby request and authorize you
to deduct from my earnings a sufficient amount to provide for the regular payment of the current rate of
monthly F.O.P. dues or other F.O.P. deductions as certified by the F.O.P. The amount deducted shall be
paid to the Treasurer of the Fraternal Order of Police, Sarpy Lodge #90. This authorization shall remain
effective unless terminated by me by written notice to the County.

SIGNATURE: _________________________________________________________

DATE: _________________________

ADDRESS: _________________________________________________________

CITY: _________________________ STATE: ___________ ZIP: ___________

TELEPHONE: _________________________________
## APPENDIX B WAGE SCALE

### Salary Schedule

Effective July 1, 2022 - June 30, 2023

<table>
<thead>
<tr>
<th>Position</th>
<th>STEP 1</th>
<th>STEP 2</th>
<th>STEP 3</th>
<th>STEP 4</th>
<th>STEP 5</th>
<th>STEP 6</th>
<th>STEP 7</th>
<th>STEP 8</th>
<th>STEP 9</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corrections Officer</td>
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<td>$27.67</td>
<td>$28.36</td>
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