

AGREEMENT

between

County of Lancaster

and

Fraternal Order of Police, Lodge 32

August 13, 2020 – August 31, 2021

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ARTICLE 1 - PREAMBLE

This Agreement entered into by the County of Lancaster, hereinafter referred to as the County, and the Fraternal Order of Police, Lodge 32, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the County and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 2 - RECOGNITION

Section 1. The County hereby recognizes the Union as the exclusive representative of employees in the job classification of Correctional Officer.

The Union may bargain for the employees in that classification with respect to wages, hours of work, and working conditions.

Section 2. The County will not aid, promote, or assist any labor group or organization which purports to engage in collective bargaining or make any agreement with any individual, group, or organization for the purpose of undermining the Union, or which is in conflict with this Agreement.

ARTICLE 3 - DEFINITIONS

For the purposes 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.

- A. DEPARTMENT shall mean the Lancaster County Department of Corrections.
- B. EMPLOYEE shall mean all fulltime Correctional Officers in the Corrections Department.
- C. DEPARTMENT HEAD shall mean the duly appointed Director of Corrections of the Lancaster County Department of Corrections.
- D. HUMAN RESOURCES DEPARTMENT shall mean the Department of Human Resources for the City-County of Lincoln/Lancaster County, Nebraska.
- E. COUNTY shall mean the County of Lancaster, Nebraska.
- F. UNION shall mean The Fraternal Order of Police, Lodge #32, Lancaster County Corrections.
- G. BOARD OF COMMISSIONERS shall mean the duly elected or appointed commissioners for Lancaster County, Nebraska as per Nebr. Rev. Stat. Section 23-148.
- H. PROBATIONARY PERIOD shall mean the first twelve (12) months of employment in the classified service, beginning with the date of hire. During the probationary period, an employee can be separated from the County service without “just cause” for termination.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1. All management rights, functions, responsibilities, and authority not specifically limited by the express terms of this Agreement are retained by the County and remain exclusively within the rights of the County.

Section 2. The Union acknowledges the concept of inherent management rights. However, such rights must be exercised consistent with the other provisions of this Agreement. These rights, powers, and authority of the County include, but are not limited to, the following:

- A. The right to determine, effectuate, and implement the objectives and goals of the County.
- B. The right to manage and supervise all operations and functions of the County.
- C. The right to establish, allocate, schedule, assign, modify, change, and discontinue County operations, work shifts, and working hours.
- 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; suspend, demote, discharge, or take other disciplinary actions against employees for just cause; and to relieve employees from duties due to lack of work or funds.
- F. The right to increase, reduce, change, modify, and alter the composition and size of the work force.
- G. The right to determine, establish, set, and implement policies for the selection, training, and promotion of employees.
- H. The right to create, establish, change, modify and discontinue any County function, operation, and department.
- I. The right to establish, implement, modify, and change financial policies, accounting procedures, prices of goods or services, public relations, and procedures and policies for the safety, health, and protection of County property and personnel.
- J. The right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures, and policies which are not in conflict with any provision of this Agreement.
- K. The right to determine and enforce employee's quality and quantity standards.

ARTICLE 5 - DUES CHECK OFF

Section 1. The County shall deduct regular monthly Union dues from the pay of each employee covered by this Agreement, provided, that at the time of such deduction there is in the possession of the Human Resources Director a current written assignment, executed by the employee in the form and according to the terms of the authorization form.

Section 2. Previously signed and unrevoked 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 authorized deductions shall be made from the first payroll period of each calendar month and will be remitted to the duly designated Union official within ten (10) days following the issuance of pay warrants for that pay period. The Union shall advise the Human Resources Director in writing of the name of such official.

Section 4. If the County receives revocation of authorization by an employee during the ten (10) days prior to July 1 of each year, no deduction will be made from subsequent payroll periods.

Section 5. At the time of execution of the Agreement, the Union shall advise the Human Resources Director in writing the exact amount of regular monthly Union dues to be deducted from each member's paycheck. If the Union requests the County to deduct additional monthly Union dues, such request shall be effective only upon written assurance by the Union to the Human Resources Director that the amounts are regular Union dues duly approved in accordance with the Union's constitution and by-laws.

Section 6. The County or any of its officers, agents or officials shall not be liable for the remittance payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay period in which Union dues are normally deducted after written notification to the Human Resources Director of the error. If the County makes an overpayment to the Union, the County will deduct that amount from the next remittance to the Union. If the County inadvertently makes a deduction from an employee who has not authorized said deduction or who has revoked said authorization in accordance with Section 4 of this Article, the Union agrees to refund said deduction to the affected employee. The Union further 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 6 - CLASSIFIED SERVICE

All employees covered by this Agreement shall be in the County's Civil Service System and all of the provisions of the Rules and Regulations, orders and resolutions of Lancaster County passed pursuant thereto from time to time, not otherwise inconsistent with the terms of this Agreement, shall apply.

ARTICLE 7 - NON-DISCRIMINATION

Section 1. The parties hereby agree not to discriminate against any employee because of race, color, creed, sex, disability, religious or political affiliations, national origin, age, marital status, receipt of public assistance, or Union or non-Union membership.

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 Union membership.

ARTICLE 8 - GRIEVANCE AND APPEAL PROCEDURE

The County and Union encourage employees to discuss problems with their immediate supervisors in an attempt to resolve problems before they become a formal grievance. If an employee and the County cannot resolve the problem, then the following grievance procedure shall apply.

A grievance is hereby defined as any disagreement arising during the term of this Agreement which is expressly limited to matters of interpretation or uniform enforcement of express provisions of this Agreement, the Rules, and any and all conditions of employment. The Union may file a grievance on behalf of any represented employee(s) or the employee(s) may individually file a grievance.

Section 1. Grievances. It shall be the policy of the County to give employees an opportunity to discuss their grievances with the County in order to find mutually satisfactory solutions as rapidly as possible. The grievance procedure set forth herein is designed to preserve harmony and friendly relations between the County and its employees. Furthermore, the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee who may submit or be involved in a grievance. The grievance procedure shall not be used to change any provisions of this Agreement or the Rules, or filed for the purpose of getting an established policy, standard or procedure changed unless it is in conflict with the provisions of this Agreement. Performance evaluations may not be grieved pursuant to this Article.

In reducing a grievance to writing, the following information must be stated with reasonable clearness: the exact nature of the grievance, the act or acts of commission or omission, the exact date of the act or acts of commission or omission, the identity of the party or parties who claim to be aggrieved, the identity of the party or parties alleged to have caused the grievance, the specific provisions of this Agreement that are alleged to have been violated, and the remedy which is sought.

For the purposes of this Article, "working days" shall be defined as Monday through Friday, excluding Saturdays, Sundays and holidays.

Grievances shall be processed in the following manner:

Step 1. The aggrieved employee shall present in writing, his grievance to his Department Head within fifteen (15) working days from the date on which the employee became aware of or should reasonably have been aware of the incident giving rise to the grievance. The Department Head shall respond in writing to the employee presenting the grievance within fifteen (15) working days.

Step 2. If satisfactory settlement is not reached under Step 1, the employee or his designated representative shall resubmit the grievance in writing within fifteen (15) working days of receipt of the response from the Department Head to the Human Resources Director or his designated representative for

submission to the Board. The Board shall hold a hearing with the employee or his designated representative within thirty (30) working days after receipt of the grievance in an attempt to settle the grievance. The hearing date may be continued if the parties mutually agree to a continuance or the Board does not have a quorum. The decision of the Board shall be made on the record at the final hearing and reflected in the minutes of the Board meeting.

Decisions of the Board concerning a grievance are binding on all Department Heads and employees in the bargaining unit but may be appealed to a court of competent jurisdiction.

Time limitations as outlined in Step 1 may be extended in writing by mutual agreement between the employee or his designated representative and the Department Head.

Failure to answer a grievance in the allotted time limit shall be deemed a denial of the relief sought and the grievant may forward the grievance to Step 2.

Section 2. Appeals. Any employee may appeal directly to the Board the following actions: Receipt of three (3) written reprimands regarding the same issue within a twelve (12) consecutive month period, suspension, demotion for cause, reduction in classification resulting in loss of pay, and dismissal. During the probationary period, an employee shall not have the right to appeal disciplinary action.

The appeal shall be processed in the following manner:

Within ten (10) working days of the notice of the third written reprimand, suspension, demotion for cause, reduction in classification resulting in loss of pay, or dismissal, the employee may request to appeal the action to the Board, which shall provide an impartial, *de novo*, review of the matter on appeal. In the event that there are rules applicable to the County Personnel Board that address the process for reviewing appeals from discipline of County employees, the County and the FOP agree that this Agreement shall control all matters relating to the appeal of disciplinary action of FOP unit employees by the County.

Intent to appeal must be submitted in writing to the Human Resources Director or his designated representative for submission to the Board. The Board shall hold a hearing with the employee or his designated representative within thirty (30) working days after receipt of the appeal unless one of the parties requests that the hearing be held at the second County Personnel Board hearing to be held after the date the appeal is filed, or the parties agree to have the hearing scheduled on a different date. The hearing date may also be continued if the Board does not have a quorum.

The procedures that shall apply to the conduct of the hearing are attached to this Agreement as an Appendix hereto.

At the hearing, the County shall bear the burden to prove that the Department Head had "just cause" to take the disciplinary action that was taken. The term "just cause"

shall mean cause that a reasonable employer, acting in good faith, would regard as good and sufficient reason for the level and amount of discipline imposed. The County shall be required to prove, by a preponderance of the evidence, that the employee committed the infraction that was accused, and that the level and amount of discipline imposed is supported by just cause. In reviewing the discipline imposed the Board shall consider the nature of the infraction, the employee's prior disciplinary record, other discipline issued by County Department Heads for similar infractions and any mitigating circumstances offered by the employee. When comparing the amount of discipline to other discipline issued by County Department Heads, the Board will bear in mind that there are differences between Departments and their concerns regarding imposition of discipline.

In the event the Personnel Board determines that the County did not meet its burden of proof, the Board shall have the power to reverse the discipline or reduce the amount of the discipline and reinstate the employee, provide for the return of back pay by the Department, and remove written disciplinary materials in the employee's personnel files as the case may require.

The decision of the Board shall be made on the record at the final hearing and reflected in the minutes of the board meeting.

ARTICLE 9 – PERSONNEL FILE

Section 1. An employee or his designated representative with written authorization shall upon request be permitted to examine his or her personnel file in the Human Resources Department in the County-City building and any personnel file kept separately by the Department of Corrections. Copies employees or representatives ask for shall be provided by the County at cost to the employee.

Section 2. Any written reprimand which is maintained in the personnel file in the Human Resources Department shall not be used to enhance any subsequent discipline after eighteen (18) months from the date the reprimand is presented to the employee.

Section 3. The County shall not place any disciplinary documentation into an employee's personnel file without notifying the employee.

ARTICLE 10 - SENIORITY

Section 1. Seniority means the total months of continuous service with the County as a Correctional Officer, since the last date of hire.

Section 2. The probationary period for new employees will be twelve (12) months. New employees shall be added to the seniority list upon the successful completion of their twelve (12) months probationary period. The probationary period will apply toward seniority.

Section 3. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, or retirement. An employee's continuous service record shall not be broken by mutually agreeable leaves of absence of less than thirty (30) consecutive calendar days. However, leaves of absence of thirty (30) calendar days or longer without pay shall be deducted from an employee's continuous service record and seniority.

Section 4. In case of layoff, if any elected Union Officers are affected by such layoff, they will be allowed to continue to function in their official Union capacity in dealing with the County for a period of ninety (90) days unless other employment has been secured prior to the end of the ninety (90) day period, or unless they are replaced or removed from their elected office by the local Union.

ARTICLE 11 - BEREAVEMENT AND FUNERAL LEAVE

Section 1. In the case of the death of the employee's spouse, child, stepchild, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother, sister, grandparent, great-grandparent, grandchild, or in the case of death of any other relative residing in the immediate household of the employee, the full-time employee shall be allowed thirty-two (32) hours bereavement leave with regular pay without deduction from his pay or accumulated sick leave.

Section 2. In the case of the death of the employee's sister-in-law, brother-in-law, daughter-in-law, son-in-law, aunt, uncle, nephew, niece, grandparent of spouse, step-sibling, or the first cousin of the employee or spouse, the full-time employee shall be allowed eight (8) hours bereavement leave with regular pay without deduction from his pay or accumulated sick leave.

Section 3. Upon the request, through normal administrative procedure, up to four (4) hours of paid leave may be granted if a full-time employee attends the funeral of a co-worker or retiree from the department in which the requesting employee is employed.

ARTICLE 12 - HOLIDAYS AND LEAVES OF ABSENCE

Section 1. Compensation for Absence on Holidays. All holidays shall not exceed eight (8) hours in duration. The following shall be considered core holidays:

2020-2021

Labor Day (Sept. 7)	New Year's Day (Jan. 1)
Veterans Day (Nov. 11)	Martin Luther King, Jr. Birthday (Jan. 18)
Thanksgiving Day (Nov. 26)	Presidents Day (Feb. 15)
Day after Thanksgiving (Nov. 27)	Memorial Day (May 31)
Christmas Day (Dec. 25)	Fourth of July (July 4)

In addition, the County will provide twelve (12) noncumulative hours of holiday leave to all eligible employees the first pay period of the contract year. All holiday leave hours must be taken during the contract year or be forfeited. Employees who are scheduled to work and who actually work on an authorized holiday, and who work in a seven day a week or twenty-four hour a day operation, shall be paid one and one-half (1½) times the hourly rate for such hours worked in addition to holiday pay.

In addition to the established holidays listed above, employees who are new, rehired or in their probationary status, shall receive noncumulative personal holiday hours based on the following schedule in their first year of employment:

1. If the employee's hire date is on or after the beginning of the pay period in August which results in the first pay check in September, but before January 1st, the employee shall receive twelve (12) hours of noncumulative personal holiday leave hours.
2. If the employee's hire date is on or after January 1st but prior to May 1st, the employee shall receive 8 hours of noncumulative personal holiday leave hours.
3. If the employee's hire date is on or after May 1st, but prior to the beginning of the pay period in August which results in the first pay check in September, the employee shall receive four (4) hours of noncumulative personal holiday leave hours.

No holiday leave hours will be authorized for less than a one (1) hour block.

Section 2. Qualification for Holiday Pay. In order to qualify for holiday pay, an employee must be in a regular pay status on the regular work days immediately before and after the holiday.

Any core holiday listed in Section 1 of this Article falling within a vacation period shall not be considered working days in determining a vacation period.

Section 3. Leaves of Absence. All leaves of absence must be requested in writing to and approved by the Department Head in advance of leave being taken. Exceptions may be made in an emergency.

Section 4. Vacation Leave. Employees shall earn vacation leave with pay according to the following schedule:

- A. From 0 - 2 years at the factored hourly equivalent of eighty-four (84) hours per year.
- B. From 3 - 4 years at the factored hourly equivalent of ninety-four (94) hours per year.
- C. At year 5 at the factored hourly equivalent of one hundred seventeen (117) hours per year.
- D. From 6 - 9 years at the factored hourly equivalent of one hundred twenty-one (121) hours per year.
- E. At year 10 at the factored hourly equivalent of one hundred forty-three (143) hours per year.
- F. From 11 - 12 years at the factored hourly equivalent of one hundred forty-eight (148) hours per year.
- G. From 13 - 14 years at the factored hourly equivalent of one hundred fifty-three (153) hours per year.
- H. At year 15 at the factored hourly equivalent of one hundred sixty-four (164) hours per year.
- I. From 16 - 17 years at the factored hourly equivalent of one hundred seventy (170) hours per year.
- J. From 18 - 19 years at the factored hourly equivalent of one hundred seventy-seven (177) hours per year.
- K. From 20 - 21 years at the factored hourly equivalent of one hundred eighty-nine (189) hours per year.
- L. From 22 - 23 years at the factored hourly equivalent of one hundred ninety-five (195) hours per year.
- M. After 23 years at the factored hourly equivalent of one hundred ninety-eight (198) hours per year.

Vacation leave shall not accrue during any period of absence without pay or without leave. Accumulation of vacation leave shall be on a continuous basis and an employee may carry a balance of no greater than two hundred thirty-six (236) hours.

Section 5. Sick Leave:

- A. Sick leave is only to be used for sickness, family illness, personal and family medical appointments, injury, or disability as outlined in this article and for no other purpose. An employee who uses sick leave for any other purpose may be subject to discipline. Each employee shall earn Sick Leave hours at the factored hourly rate of one hundred four (104) hours per year for a full-time employee. Sick Leave shall not accrue during any period of absence without pay. Sick Leave shall be earned, but not granted, during the first six (6) months of employment. No refund of vacation shall be allowed due to illness incurred while on vacation.
- B. The Department Head may require a doctor's certificate be obtained on an annual basis for the continued medical condition.
- C. An employee may use up to fifty-six (56) hours per calendar year for illness in the immediate family or family medical appointments. Under no circumstances can an employee use more than a total of fifty-six (56) hours for family medical appointments or illness in the immediate family.
- D. Immediate family for the purpose of sick leave usage is defined to be spouse, child, parent, step-parent, sister, brother, or the employee's mother-in-law or father-in-law, grandparent and great-grandparent. Immediate family will also include any other family member, whether it be by blood or legal marriage, or legal adoption or foster children, residing in the same household.
- E. Accumulation of sick leave credit shall not exceed one thousand nine hundred fourteen (1914) hours at any one time. Disability retirement shall not be effective until accumulated sick leave has been used. Upon retirement, the employee shall receive forty-five percent (45%) of accumulated Sick Leave. Upon death, the employee's estate shall receive fifty-six percent (56%) of accumulated Sick Leave. The payment will be at the regular hourly rate of the employee at the time of retirement.
- F. An employee who is absent because of sickness shall inform his immediate supervisor of the fact and the reason therefore as soon as possible; failure to do so within a reasonable time may be cause for denial of pay for the period of absence. The Department Head may require a doctor's certificate or other evidence of illness before approving sick leave with pay; such certificates shall be transmitted to the Human Resources Director with the report of sick leave for entry in the employee's records. Sick leave may be denied when the County has facts showing that an employee is abusing sick leave.

- G. Once an employee has exhausted Sick Leave, any leave will be considered leave without pay and may not be granted. The County may deduct from the employee's vacation balance at its discretion.
- H. An employee, at his discretion, may supplement his worker's compensation payment to bring the total sum of worker's compensation payment and sick leave to a figure equivalent to a full pay check.
- I. An employee who voluntarily separates, other than retirement, from employment with the County after fifteen (15) consecutive years of service with the county shall be paid thirty percent (30%) of their accumulated sick leave balance in excess of one thousand (1000) hours. Payment shall be made based on the employee's current hourly rate of pay.
- J. When an employee resigns under normal circumstances, sick leave will not be paid for the period of time between the date of the resignation and the last day of employment. An exception to this would be made in cases involving employees injured on duty.
- K. Once a month, a printout of sick leave usage, by employee, will be sent to the Department Head with a copy to the Union President. This is an attempt at cooperation and a sharing of concern of sick leave use.

It is mutually agreed that it is the responsibility of the Union and the County to monitor sick leave usage. When either party feels that an employee is excessively using or abusing sick leave, that party shall notify the other. It shall then become the responsibility of the Union to counsel that employee in an effort to avoid possible disciplinary action.

Section 6. Injury Leave. Any employee who is injured in the performance of his duties shall receive the difference between his regular pay and the Worker's Compensation payment for up to ten (10) working days, not to exceed a total of 80 hours, as injury leave. Injury leave shall be taken within 2 years from the date of the injury for which the leave was being paid and may be taken non-consecutively over the 2-year period. Failure to immediately report an accident which may result in injury may cause forfeiture of the additional benefit.

Such injury leave shall not be deducted from vacation or sick leave credits.

Section 7. Leave for Jury Duty. Any employee called to serve jury duty shall receive his regular pay in addition to the compensation received for ten (10) working days of jury service. For jury service exceeding ten (10) work days during one (1) jury term, the employee shall receive the difference between his regular pay and the compensation received for such jury service.

Section 8. Military Training Leave. All employees who shall be members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, and Coast Guard Reserve, shall be entitled to leave of absence from their

respective duties, without loss of pay, on all days during which they are employed with or without pay under the orders or authorization of competent authority in the active service of the State of Nebraska or of the United States, but not to exceed fifteen (15) work days in any one (1) calendar year. Such leave of absence shall be in addition to the regular annual leave of the persons named herein. When the Governor of the State of Nebraska shall declare that a state of emergency exists, and any of the persons named in this section are ordered to active service of the State of Nebraska, an additional leave of absence will be granted until such member is released from active service by competent authority. During the additional leave of absence because of the call of the Governor, any official or employee subject to the provisions of this section shall receive such portion of his salary or compensation as will equal the loss he may suffer while in active service of the State. Governmental officers serving a term of office shall receive their compensation as provided by law. No employee shall be treated any differently than as outlined in Federal statutes addressing military leave. The above mentioned fifteen (15) working days are permitted only for annual training exercises or active duty assignments.

Section 9. Special Leave. In addition to leaves authorized above, the Department Head may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) working days in any calendar year, provided he has used all accumulated vacation leave.

Leave of absence without pay may be granted employees by the Department Head. The Human Resources Director must be notified of leaves in excess of ten (10) calendar days.

The Department Head, with approval of the Human Resources Director, may grant such employee leave of absence without pay for a period not to exceed one (1) year for travel or study which will render the employee of greater value to the County upon his return to duty. Such leave shall be granted only when it will not result in undue prejudice to the interests of the County as an employer beyond any benefits to be realized. No leave without pay shall be granted except upon written request of the employee. No such leave shall be granted primarily in the interests of the employee except in the case of one who has shown by his record of service or by other evidence to be of more than average value to the County, and whose service it is desirable to retain even at such sacrifice. Failure on the part of an employee on leave to report promptly at its expiration, without good cause, shall be considered as a resignation.

Leave with pay for public health or safety duties of an emergency nature may be authorized by the Department Head upon approval of the Human Resources Director. Such leave will not be deducted from vacation or sick leave.

Section 10. Pregnancy and Parental Leave. A pregnant employee shall request in writing and with a physician's certificate that leave be granted at any time during the period of pregnancy and the period immediately following the birth.

This leave may be with pay if the employee has sufficient accrued sick leave and/or vacation leave to be allocated as per the employee's directions. Otherwise, the leave

will be without pay. It is the responsibility of the employee to obtain a doctor's statement within four (4) weeks following the birth which certifies the date the employee is physically able to return to work.

Parental leave for bonding after the birth or adoption of a child may be granted pursuant to the provisions of the Family and Medical Leave Act of 1993.

Section 11. Leave of Absence Without Pay to Accept Appointment in the Unclassified Service. An employee may be granted leave without pay from his status position to accept appointment to a position in the unclassified service. The employee may return to a comparable position for which he has status at any time and shall be entitled to receive the rate of salary of the previously held classified position he would have received had he not left to serve in the unclassified position. In the event the rate paid in the position to which he was returned is below the top rate of the grade, he shall be entitled to advance in accordance with Rule 19.9 without change in anniversary date.

Section 12. Absence Without Leave. 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 by the Department Head. In the absence of such disciplinary action, any employee who absents himself for three (3) or more days without authorized leave shall be deemed to have resigned. Such absence may be excused, however, by the Department Head by a subsequent grant of leave with or without pay where extenuating circumstances are found to have existed.

Section 13. Leave Sharing. When a member of the Bargaining Unit incurs a serious non-service connected illness or injury which has been medically verified, and the injury or illness extends one (1) week after all leave time has been utilized, members of the Bargaining Unit may voluntarily transfer to the affected member's sick leave account personal holiday time and vacation time, to maintain the affected Bargaining Unit employee in a pay status for a period not to exceed 1,120 hours of duty time beyond such time as the expiration of the affected member's sick leave balance. After a one (1) week waiting period, the ill or injured employee shall be paid retroactively for that week. This policy shall be strictly voluntary on the part of the individual members of the Bargaining Unit. Donations may be made in any hour amount. It is the time (hours/days) that is being donated, not the dollars represented by that time. Lancaster County, and the Lancaster County Department of Corrections shall be held harmless of any provision of this Article. Seniority will not accrue while on leave pursuant to this section.

ARTICLE 13 – SCHEDULING OF HOLIDAY, VACATION, AND COMPENSATORY TIME LEAVE

Section 1. Leave Requests – Shift Officers

- A. Officers may submit leave requests as follows:
 - 1. After each shift bid is completed a new schedule is posted. Beginning 72 hours after the posting of that schedule, Officers may submit leave requests that will occur during the new bid period covered by the posted schedule.
 - 2. Leave requests for 2 or more days, received 45 days or more in advance of the leave period requested, may be submitted at any time. However, no leave requests will be considered if the leave period requested occurs more than 12 months from the date of submission.
- B. When a leave request (vacation, holiday, compensatory time) is received by the Department, approval or denial will be determined as follows:
 - 1. A maximum of 16% of the total number of permanent officer posts required to run a shift (minimum staffing) will be allowed off on any given day.
 - a. 16% will be rounded up or down to the nearest whole number.
 - b. After 30 calendar days, Officers on leave of absence, FMLA, worker's compensation/injury leave, sick leave, military leave, or unpaid leave of absence will not count towards the 16% when calculating the number of leave requests granted.
 - c. Temporary increases in the number of officer posts (posts open less than 30 calendar days) will not be included when calculating 16% of minimum staffing.
 - d. No leave request will be granted which would result in more than 16% of the minimum staffing required on a shift being off on any given day, except as approved by the Department Head or his/her designee in his/her sole discretion.
 - e. The annual training schedule will be posted each October 1st, detailing major training events (i.e. Officer Academies, In-Service Training, etc.) for the following year.
 - i. Officers wishing to take 2 or more days of leave, during a posted training event that requires staff from their shift to attend, will need to submit their request 45 or more calendar days in advance of the leave period requested.
 - ii. The Training Supervisor will adjust the number of students and/or the training date(s) in an attempt to accommodate the leave request(s) of Officers following the 2 or more days of leave/45 or more calendar days in advance requirement.

- iii. Leave request of less than 2 days, or those submitted less than 45 calendar days in advance, will be denied if the requesting Officer's shift will have more than 16% of the minimum staffing required being off, except as approved by the Department Head or his/her designee in his/her sole discretion.
 2. Leave requests submitted less than 7 calendar days in advance of the start of the leave period requested that will place the shift below the minimum staffing level shall not be approved.
 3. In cases involving an employee's leave request for an emergency situation, which would normally be denied due to Sections "B.1" or "B.2." above, the employee must detail the nature of the emergency. In such incidents, approval or denial of leave will be subject to the sole discretion of the Department Head's or his/her designee's sole discretion.
- C. Leave requests for bereavement/funeral leave, jury duty, military leave, worker's compensation/injury leave, FMLA or sick leave are not contingent on current staffing levels.

Section 2. Notification of Leave Request Approval or Denial

- A. The Officer will be notified by email if the leave request has been approved or denied.
 1. Notification of approval or denial will be made within 96 hours of when the leave request is submitted.
 2. In cases where notification is not made within 96 hours of submission, the leave request will be automatically approved.
- B. Notwithstanding any other provision contained herein, once leave is approved, it will be guaranteed except in the case of an emergency. An emergency is defined as: Unforeseen circumstances or the resulting state that requires immediate action. An emergency may include, but is not limited to a significant disruption or threat of disruption of normal facility procedure, policies, or activities caused by riot, fire, earthquake, attack, escape, demonstration, *force majeure*, other similar disturbances.

Section 3. Transportation Officer Holiday Leave

- A. Transportation Officers will automatically have all FOP core holidays off of work.
- B. For Transportation Officers who wish to work on a core holiday that falls on a day they are regularly scheduled to work, the following procedure will be followed:
 1. A sign-up sheet will be available in the ADF Transportation Area for each core holiday.

2. Transportation Officers will have until three (3) weeks prior to a holiday to enter their name on the sign-up sheet, indicating which operations shift they wish to work on the holiday.
 3. If coverage is required on the operations shift indicated on the sign-up sheet, the Transportation Officer(s) will be allowed to work the holiday in order of seniority until coverage is no longer required.
 - a. Only the number of Transportation Officers necessary to reach minimum coverage on a holiday operations shift will be allowed to work.
 - b. If a Transportation Officers indicates on the sign-up sheet they wish to work, but no coverage is needed on the holiday operations shift indicated, they will have the holiday off of work.
- C. Transportation Officers who wish to work on a holiday that falls on one of their regular weekend days will be required to follow established procedures for obtaining overtime hours (i.e. AVOT, VOT, etc.) that may be available.

ARTICLE 14 - WAGES

Reference to Rules in this Article shall mean the Rules of Lancaster County, Nebraska, as they are now in existence or as they may be changed in the future by the County Board as per the provisions of Nebraska Revised Statutes, Sections 23-2517 to 23-2533, as amended.

Section 1. The scale of wages for the classification of Correctional Officer covered by this Agreement shall be prescribed by a resolution adopted by the County Board. The scale of wages is outlined in Appendix "A". Wages as set forth in Appendix "A" become effective August 13, 2020 and reflect a two percent (2%) increase.

Section 2. Upon agreement between the bargaining committees of the County and the Union, the County through its Human Resources Director or other designated representative will take the necessary procedural steps mandated by statute for ratification of the Agreement and presentation of the Agreement to the County Board.

Section 3. Administration of the Compensation Plan shall be as provided in the County Rules. For advancement from Step 7 to 8 and Step 8 to 9, an employee shall be required to have two passing evaluations before they are eligible to advance to the next higher step.

Section 4. Retirement: The County will provide a retirement plan as outlined in the following manner:

- A. Each employee who is eligible to make contributions to the retirement plan will contribute five and two-tenths percent (5.2%) of his wages and the County will match with one hundred fifty percent of the employee contribution.
- B. Each employee who was hired after August 23rd, 2012 and is eligible to make contributions to the retirement plan will contribute eight percent (8%) of his wages and the County will match with one hundred percent of the employee contribution effective January 1, 2019.
- C. Beginning January 1, 2019 each employee receiving a one hundred fifty percent contribution under this section may irrevocably elect to switch to a one hundred percent contribution for all future contributions as outlined in subsection B herein.

The Union accepts fee leveling with a flat fee per participant for both the 401(a) Lancaster County Employees Retirement Plan and the 457(b) Deferred Compensation Program.

Section 5. All employees who are regularly assigned to second and third shifts shall be paid an additional sixty (60) cents per hour. The differential pay per hour shall be included as an addition to their current hourly rate.

For purposes of this Section 5, the following conditions shall apply:

- A. To be entitled to shift differential pay, an employee must work a majority of his regularly scheduled shift hours between 5:00 p.m. and 9:00 a.m.
- B. For purposes of computing any shift differential pay, "current hourly rate" shall mean the regular hourly rate set forth in Appendix "A", attached to this Agreement.
- C. An employee whose regularly scheduled shift entitles him to shift differential pay shall receive the shift differential pay as a part of his current hourly rate for leaves of absence including vacation, sick leave, holiday pay and funeral leave.
- D. For the purpose of computing overtime pay, an employee shall receive his current hourly rate in addition to the corresponding differential pay.

Section 6. The pay increases on the pay scale attached hereto as "Appendix A" shall be effective on the first day of the pay period in which the Officer's eligibility date falls. For all Correctional Officers hired on or after the execution of this Agreement, the "eligibility date" which is used to time said Officer's performance evaluations and merit increases shall be the date said Officers successfully complete(d) their twelve-month probationary period, taking into account adjustments to eligibility dates permitted under the Lancaster County Personnel Rules in effect on February 9, 2016.

ARTICLE 15 - INSURANCE

Section 1. Health Insurance. The County shall maintain a group health insurance policy. The County will annually provide this coverage with one or more carriers.

The County shall contribute ninety-three percent (93%) of the monthly cost of single coverage and the employee shall pay the remaining seven percent (7%). The County shall contribute eighty percent (80%) of the monthly cost of 2/4 party coverage. The County shall contribute eighty percent (80%) of the monthly cost of family coverage.

All retired members of the bargaining unit may participate in the Group Health Insurance program for active County employees until age sixty-five (65), provided that each retiree so desiring will execute the required forms in a timely fashion, and further provided that each retiree will be required to pay the full monthly premium at the then current rates subject to any rate increases which may occur from time to time. Such payments will be made by the retiree to the insurance carrier.

Section 2. Dental Insurance. The County will provide for a Dental Plan and will pay ninety-one percent (91%) of the monthly premium for single Dental Insurance, and the employee shall pay the remaining nine percent (9%). The County will pay sixty-seven point five percent (67.5%) of the monthly premium for 2/4 party and family dental plans. The employee will pay the remaining thirty-two point five percent (32.5) of the premium for 2/4 party and family dental plans.

Section 3. Life Insurance. The County will pay the full premium on \$24,000 group term life insurance coverage for the employee upon adoption of the addendum to the present Guaranteed Mutual Life Insurance contract. Additional coverage and dependent coverage may be purchased and the employee will pay one hundred percent (100%) of the monthly premium.

Section 4. Long Term Disability. The County will provide a long term disability policy in order to provide some relief from lost wages due to sickness, injury or disability.

ARTICLE 16 - SAFETY COMMITTEE

Section 1. In the interest of safety, a departmental Safety Committee may be established. The Safety Committee shall consist of two (2) members of the bargaining unit and two (2) designees of the Department Head. The Union committee members shall be selected by the Union.

Section 2. If the committee is established, it shall meet as needed. The Department Head will schedule and chair safety meetings within ten (10) working days of notification of a problem. An agenda for the Safety Committee meeting will be mutually prepared by the Department Head and the Union representative. The committee shall make recommendations regarding the safety of employees in writing to the County Board, Human Resources and the Safety and Training Officer.

The Safety and Training Officer for the County shall be notified by the Department Head of all safety meetings. Attendance shall be at his discretion.

Section 3. The final or prime responsibility for programs relating to safety lies with the Department Head or his designated representatives.

Section 4. Minutes of Safety Committee meetings shall be distributed to all committee members, the Department Head, the Human Resources Director and the Safety and Training Officer.

ARTICLE 17 - HOURS OF WORK

Section 1. Work cycle shall mean the number of hours regularly scheduled to be worked during any fourteen (14) consecutive days by an individual employee. The work week shall begin at 12:01 a.m. Thursday and end the following Wednesday at 11:59 p.m.

Section 2. Generally eight (8) consecutive hours, exclusive of a 30 minute lunch period, shall constitute a work day and forty (40) hours or five (5) days shall constitute a work week for full-time employees. It may be necessary for a full-time employee to work his forty (40) hours in more or less than five (5) days by working more or less than eight (8) hours per day, or those working eight (8) hours per day may be required to start the day some other time than 8:00 a.m. and complete the day some other time than 4:30 p.m.

The Department shall not schedule any unpaid portion of time, other than a 30 minute lunch period, at any time between the start time and end time of any shift.

Section 3. All employees' work schedules shall provide for a two fifteen (15) minute rest periods during each shift or rest periods may be combined and associated with their meal periods at the manager's discretion.

Generally meal times shall begin no earlier than two (2) hours after the start of the shift and will be finished two (2) hours before the shift ends. The exception to this rule will be third shift meals may end within one hour of third shift ending.

Employees who for any reason work beyond their regular quitting time into the next shift shall be granted the regular rest periods that occur during the shift.

Section 4. Work schedules showing the employee's shifts, work days, and hours shall be posted on department bulletin boards at all times.

ARTICLE 18 - OVERTIME

Definitions for purposes of this Article include:

- A. Voluntary Overtime - Overtime that an employee accepts by choice.
- B. Mandatory Overtime - Overtime that an employee shall be required to work.
- C. Emergency - Unforeseen circumstances or the resulting state that requires immediate action. An emergency may include, but is not limited to a significant disruption or threat of disruption of normal facility procedure, policies, or activities caused by riot, fire, earthquake, attack, escape, demonstration, *force majeure*, or other similar disturbances.

Section 1. Work performed by employees in excess of eighty-six (86) hours in any fourteen-day work cycle shall be compensated at the rate of one and one-half (1.5) times the regular hourly rate of the employee.

Section 2. No overtime work or compensation will be allowed without prior approval by the Department Head or his designee.

Section 3. Vacation and Holiday leaves shall be counted as hours worked in computing overtime with the exception of sick leave and compensatory time which will not count as hours worked for the purpose of computing weekly overtime.

If an employee is called to duty during his off-duty time, and such time does not merge with his scheduled tour of duty, such employee shall be paid for a minimum of two (2) hours at the rate of time and one-half (1½) or one and one-half (1½) times the actual number of hours worked, whichever is greater. This premium pay does not apply to time accrued while attending the Academy, make-up training or voluntary training.

Section 4. The Department will develop a standard operating procedure for the granting of voluntary and mandatory overtime.

Section 5. Procedures:

- A. When an overtime requirement develops, the overtime will be offered in the most prudent and expedient manner to persons who have expressed an interest in working overtime. Any officer may contact the supervisor arranging coverage and request to work any open slot.
- B. When an overtime requirement is identified in advance, the Department may post the opening and allow staff to sign up. The senior officer will be scheduled and expected to work the overtime. Officers completing a minimum of four (4) consecutive hours of voluntary time beyond their regular shift time will have their name moved to the top of the mandatory hold list.

- C. It is understood that not all slots may be readily covered using the above guidelines. In those cases, supervisors will use discretion in allocating the overtime in a fair and effective manner.
- D. Officers interested in working overtime must notify their respective supervisor. Responses will be used to create an overtime list. Staff may add or remove their name at any time.
- E. When a mandatory overtime hold requirement develops, the slot will be covered by holding an officer over from the preceding shift. This will normally be the officer on the bottom of a rotating mandatory hold list.
- F. The Department will maintain a mandatory hold list. The supervisor on duty will check the mandatory hold list and hold over the officer(s) lowest on the list who are currently on duty at either facility. The officer(s) being held over will be required to work the full period of mandatory hold time. The name(s) of the officer(s) being held over will be moved to the top of the mandatory overtime hold list.
- G. The mandatory hold list will initially consist of all officers with sixty (60) days experience or more, in order of seniority, with the most senior officer at the top of the list. New officers will be added to the bottom of the list after sixty (60) days from date of hire.
- H. The Department retains its authority to require officers to work in the event of an emergency, in any manner necessary.

Section 6. Any officer who voluntarily or involuntarily works any overtime on a holiday will be compensated at two and one-half times the officer's hourly rate of pay.

Section 7. If any overtime is offered as advance voluntary overtime and is approved, the officer is expected to work. If the overtime is later not required, the Department will allow the officer to work a minimum of four (4) hours.

Section 8. In lieu of payment for overtime hours worked, the employee may notify the Department that overtime shall be converted to compensatory time. One and one-half (1½) hours of compensatory time shall be credited for each overtime hour worked. The employee's bank may not exceed a total of seventy-six (76) hours of compensatory time. Any requests to use compensatory time shall be handled in the same manner as vacation requests. The County will use best efforts to add compensatory time to Employee Self Service.

If an employee makes a request by July 1st of any year the County shall pay the employee for the hours requested from the compensatory time bank in the first pay period of August.

ARTICLE 19 - SHIFT BID

Section 1. All operations shift positions held by correctional officers will be open for bid on a semi-annual basis. Schedules that are bid will take effect in April and October of each year.

In the interest of staff training and development for Correctional Officers, the department reserves the right to assign or re-assign any Correctional Officer with less than one year's experience to any open position or positions held by a Correctional Officer with less than one year's experience. Officers with more than one year's experience may volunteer for any reassignment.

After an initial assignment is made, the department will provide two weeks notice to any employee (employees) affected before any reassignment is made.

For this article only: definition of an Experienced Officer: having satisfactorily completed probation; Inexperienced Officer: having not yet completed probation.

Section 2. The Department reserves the right to assign Correctional Officers to Property Sanitation Officer, Transport Officer, Classification Officer, Training Coach and Inmate Work Crew Supervisor. The Department further reserves the right to remove a Correctional Officer from an assigned position. Any Correctional Officer removed from an assigned position between the semi-annual bid will be moved to an open operations shift and days off by the Department.

Section 3. Operations staffed shifts required a minimum of seven (7) male Correctional Officers and seven (7) female Correctional Officers be assigned or bid to each shift at the Adult Detention Facility.

Staff will be distributed in such a manner that at least five (5) male Correctional Officers five (5) female Correctional Officers are scheduled on the official shift schedule each day of the week at the Adult Detention Facility.

Section 4. Correctional Officers will be allowed to select shifts and days off. Shift bids will be based on seniority. The Department will identify the number of Correctional Officers who will not have twelve (12) months experience at the time the new schedule will take effect. The Department will subtract the number of officers who are over the authorized staffing level of Correctional Officers from the number of Officers who will not have 12 months experience at the time the new schedule will take effect. This number will then be divided by three to determine the number of positions to be held back as open positions on each shift. The Department shall evenly distribute these held-back open positions across the three shifts. In the event that the number does not evenly divide by three, the Department will allocate the number of held-back open positions evenly across the three shifts to the maximum extent possible. The Department may then allocate each additional held-back open position – beyond those that it can allocate evenly across the three shifts – to whatever shift it chooses.

Once the shift bid of all experienced officers is completed and verified, the Department will examine each shift's staffing needs and deficiencies and, at its discretion, assign all inexperienced officers to any open slots (i.e., any open positions held back under the procedure described above, and any slots that are otherwise vacant) that remain following the bid.

In the event of an emergency the department reserves the right to temporarily reassign officers in order to insure that each shift has the necessary experience. For the purposes of this clause, "emergency" shall be limited to when the Corrections facility or the County as a whole is suffering unforeseen circumstances or a resulting state that requires immediate action due to a significant disruption or threat of disruption of normal facility procedure, policies, or activities caused by riot, fire, earthquake, attack, escape, demonstration, *force majeure*, or other similar disturbances.

Persons that are affected by the involuntary shift change shall be exempt from an involuntary shift change on the next following bi-annual bid. In such situations, the department will require the involuntary shift change to be made by the next least senior Correctional Officer(s) from the shift that has adequate coverage so that it will not create further shift transfers to fill the required shift.

Section 5. Shift schedules will be in effect beginning the first pay period in April and October. The shift schedule to be bid will be posted on the first Tuesday of the preceding month. The bid process will commence on the second Tuesday of that preceding month, March and September respectively.

Officers will be expected to make themselves available during the bid process until it is completed.

Section 6. Officers will be contacted in order of seniority, starting with the most senior officer, to select their shift and days off from the remaining open positions.

Once contacted, officers will have thirty minutes to return the call and make their selection. After thirty minutes has passed, the Department will move on to the next name on the seniority list. Messages left on answering machines, voice mail or electronic messaging systems will constitute a contact.

Section 7. Once the bid process is completed and the new schedule approved, it will be posted until it goes into effect.

Section 8. Officers may request to change shifts and/or days off as positions become available. Each officer will be allowed only one change between each bid. When a vacancy occurs in a position filled by a probationary employee, the Department Head or his/her designee may, in his/her discretion: fill the vacancy with a probationary employee or new hire; leave the position vacant; or treat the vacancy as a non-probationary vacancy. A maximum of two (2) Officers per shift may change shifts per non-probationary vacancy. Where more than one officer requests an opening, seniority and male/female positions will be the determining factor. This change of days off will not require a two (2) week notice.

ARTICLE 20 - PRODUCTIVITY

Section 1. The union and the County recognize that the delivery of essential County services in the most efficient and effective manner is a common goal of both the County and the union. The union shall support and assist in the implementation of methods increasing department productivity and maintaining a safe work place. The County will endeavor to develop policies with union assistance to increase department productivity, maintain a safe work place, and otherwise increase and maintain the morale of employees.

Section 2. Upon request of the employee, the employee's supervisor shall, within a reasonable period of time, inform the employee in writing, of his strengths and/or weaknesses in relationship to the employee's job performance.

ARTICLE 21 - LABOR MANAGEMENT COMMITTEE

Section 1. To insure continued harmonious relations and bring about a better understanding with regard to the County's policies and activities, a Labor Management Committee (LMC) will be established. This committee shall consist of three (3) members of the union, designated by the union, and three (3) persons designated by the County. Either the union or the County may change the membership of its committee.

Section 2. The purpose of this committee shall be to identify and attempt to resolve through meaningful discussion, those matters of general interest to employees and management. It will not be within the province of the committee to deal with individual grievances or with amendments to, or interpretation of contractual provisions.

Section 3. The LMC will hold periodic meetings, and may convene at the request of either party. The party requesting such a meeting will submit an agenda for the meeting, prior to said meeting.

Section 4. The meeting shall be jointly chaired by a member of the union and a representative of the County. The committee shall keep minutes of each meeting which shall be signed by each party involved. These minutes shall be maintained by the County and shall be available upon request, to any committee members.

Section 5. In order to resolve issues of management and labor, the following informal process will be followed. A designee from management and a designee from Lodge 32, FOP shall meet every other month commencing on the third Tuesday after the effective date of this agreement and shall meet every other month thereafter. After the first meeting, all other monthly meetings will be set by the two designees.

ARTICLE 22 – ATTENDANCE IN COURT, CONFERENCES AND OTHER MEETINGS

If an employee is required to attend a court hearing or other meeting directly related to official duties, other than Union activities, during off-duty periods, he shall be compensated at a minimum of two (2) hours at straight time or one and one-half (1½) times the number of hours for actual time in attendance, whichever is greater.

ARTICLE 23 - UNIFORMS AND EQUIPMENT

Section 1. The County shall provide and replace sufficient uniforms for employees. The County shall provide all authorized equipment for uniformed employees. Regular replacement articles shall be provided as necessary for wear, damage, or loss of uniform and equipment occurring while in the performance of duties.

Section 2. Costs for the replacement of required personal equipment that is damaged or broken, beyond the scope of normal wear, while in the course of employment will be reimbursed by the County as provided below:

- a. Prescription eyeglasses or contact lenses will be reimbursed up to a replacement value of one hundred (\$100.00) dollars.
- b. Watches will be reimbursed up to a replacement value of twenty-five (\$25.00) dollars.

ARTICLE 24 - STRIKES AND OTHER DISRUPTIONS OF NORMAL WORK ROUTINE

Section 1. The protection of the public health, safety, and welfare demands that neither the Union, nor any individual County employee in the bargaining unit, or any person acting in concert with them will cause, sanction, or take part in any strike, walkout, sitdown, slowdown, stoppage of work, retarding of work, abnormal absenteeism, withholding of services, or any other interference with the normal work routine. The provisions of this Section 1 of this Article apply as long as this Agreement, or during any renewal or extension thereof, is in effect.

Section 2. Violation of any provision of this Article by the Union will be cause for the County to terminate this Agreement upon the giving of written notice to this effect to the President of the Fraternal Order of Police, Lodge 32, in addition to whatever other remedies may be available to the County at law or in equity.

Section 3. Violation of any of the provisions of this Article by any individual County employee in the bargaining unit shall be just cause for the immediate discharge of that employee in addition to whatever other remedies may be available to the County at law or in equity. No County employee in the bargaining unit shall receive any portion of his salary and/or other fringe benefits while engaging in activity in violation of this Article.

Section 4. The County agrees that it shall not lock out any employee because of a labor dispute or invoke Section 2 or Section 3 of the Article without just cause.

ARTICLE 25 - LAYOFF AND RECALL

Section 1. When it is determined that a reduction in force is necessary, the County shall notify the union as soon as possible. The order of the layoff shall be by seniority. The employee with the least seniority shall be the first laid off.

Section 2. No fulltime employees shall be laid off as long as there are provisional, part-time, temporary, seasonal, intermittent, emergency, on-call, or probationary employees still working.

Section 3. An employee subject to layoff shall be provided with notice of layoff in writing at least fifteen (15) calendar days prior to layoff.

Section 4. No new employees shall be hired as long as there are fulltime employees who are still in active layoff.

Section 5. Employees who have been laid off will be recalled in order of seniority, beginning with the most senior employee.

ARTICLE 26 - INFECTIOUS DISEASE

The County, through its Health Department, will establish a list of positions in the County which are at risk for exposure to Hepatitis B. Once risk is established, the County shall, at the County's expense, offer vaccinations for Hepatitis B to those employees in the positions identified as being at risk. The County will provide the employees with educational material and, after the employee has completed the education phase, the employee may accept or reject the vaccination. The employee must sign a waiver to reject the vaccination.

ARTICLE 27 - SAVINGS CLAUSE

Section 1. If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2. Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE 28 - UNION STEWARDS

Section 1. Employees within the bargaining unit shall be represented by stewards in the manner set forth in this Article. Employees, however, shall have the option of representing themselves. The Union shall furnish management a list of the stewards' names and their assigned areas and shall keep a list current at all times. Alternate stewards may be appointed by the Local Union President to serve in the absence of the regular stewards.

Section 2. When requested by an employee, either a steward, chief steward, or the president may investigate any alleged or actual grievance in his assigned work area and assist in its presentation. He shall be allowed time during working hours in accordance with Section 4 of this Article upon notification and approval of his Department Head or the Department Head's designated representative; provided however, the Department Head shall not unreasonably withhold approval. It is understood that the chief steward or the Union President may substitute for the shop steward at any hearing in the grievance procedure.

Section 3. When an employee presents his own grievance without intervention of a Union steward, the steward shall be given an opportunity to be present if requested by the employee who is processing his own grievance, and shall be allowed the time therefore, in accordance with Section 4 of this Article, upon notification and approval of his Department Head or the Department Head's designated representative; provided, however, the Department Head shall not unreasonably withhold approval.

In the event the employee waives his right in writing to have a Union representative present, it shall not be necessary that a Union representative be present. Upon being so advised, the Department Head shall immediately transmit a copy of the waiver to the Union President.

Section 4. The Union President, Vice President, Treasurer, Secretary and Stewards who use time during their regular shift hours for investigating grievances or attending grievance meetings will be paid their regular hourly rate not to exceed a combined total of twenty-six (26) hours per contract year. All employees in this section will be considered on a regular eight (8) hour shift as far as grievance pay is concerned. An employee in this section who presents a grievance for an employee at the Personnel Policy Board hearing shall be paid for time spent during his regular shift at his regular rate.

The Union president or his designated representative shall be allowed to attend meetings as requested by department heads. These meetings may be for the purpose of the supporting and implementation of increasing department productivity and maintaining safe work places. This time is in addition to any time already granted in this agreement.

Section 5. No steward, chief steward, or other Union Officer shall leave his regularly assigned work in order to investigate a grievance without first obtaining approval of his Department Head or the Department Head's designated representative, and,

provided further, such approval shall not be unreasonably withheld. A maximum of three (3) stewards shall be allowed. They shall be assigned as needed.

ARTICLE 29 - UNION ACTIVITIES

Section 1. The Union recognizes its responsibilities as a bargaining agent and agrees to represent all employees in the job classifications as set forth in Appendix "A" of this Agreement.

Section 2. The Union agrees that its members will not solicit membership in the Union or otherwise carry on Union activities during working hours.

Section 3. The Union President or designated representative of the bargaining unit shall have access to the Corrections department at reasonable times during regular business hours, (8:00 a.m. — 4:30 p.m., Monday through Friday) to perform Union responsibilities outlined in this Agreement, provided they obtain prior approval from the Department Head or his designated representative. Such approval shall not be unreasonably denied.

Section 4. The Union shall be provided access to a Bulletin Board in each facility. The Union may post Notices on the County's designated bulletin board which are approved at the discretion of the Department Head. Notices which are preapproved are as follows: Union's recreational, educational, and social affairs, Union elections, appointments, results of Union elections and Union meetings.

If approved, the Notices shall have posting and removal dates and shall be removed by the same person who posted the notice.

Section 5. All Notices other than those listed above shall be presented to the Department Head or his designated representative for approval. Such Notices, if approved, shall indicate both positing and removal dates. The Union will be responsible for the posting and removal of all Notices. If the conditions of this Article are not adhered to, management may revoke the privilege set forth in this Article, provided the Union has been given an opportunity to correct the problem and has failed to do so in a timely manner.

Section 6. The Union President and/or the State Trustee may be allowed to absent themselves from work without pay for up to a combined total of six (6) working days per contract year in order to conduct union business, provided seven (7) calendar days notice is given in writing by the Union President or State Trustee and is approved by the Department Head.

Approval may be denied in the event the County would be required to replace the President or State Trustee with an employee at an overtime rate of pay. Such denial will be at the discretion of the Department Head.

Section 7. The County agrees to reimburse the wages of an employee or employees selected to represent Union members during the negotiation process up to a total maximum reimbursement of sixty-four (64) work hours. All employee work time must have prior Department Head approval in order to be eligible for reimbursement as a Union negotiation representative.

ARTICLE 30 - DISCHARGE AND DISCIPLINE

Section 1. The purpose of discipline is to correct employee behavior. Disciplinary action shall consist of written reprimand, suspension, demotion and dismissal. A Department Head may suspend, demote or dismiss an employee only for “just cause,” as that term is defined in Article 8, Section 2. Provisions for disciplinary actions should be limited to those listed above. Other solutions may be obtained through mutual consent by management, the Union and the employee. An action must be presented to the employee in writing within a reasonable time after the alleged incident or an investigation of the alleged incident has been completed. The employee will initial receipt of the same without implying agreement or admitting to the infraction or wrong doing.

Section 2. A Department Head may reprimand any employee for just cause. Such reprimand shall be in writing and addressed and presented to the employee who will initial receipt. The employee may grieve the reprimand directly to the Human Resources Director or his designated representative. The grievance procedure as outlined in Article 8 shall not apply to this Section. The employee may present a written rebuttal to the final decision regarding the grievance within ten (10) working days of date of decision which shall be attached to and become part of the file pertaining to the grievance. The rebuttal shall be delivered to the Human Resources Department and a copy transmitted by the Human Resources Department to the Department Head who wrote the reprimand. A probationary employee shall not have the right to grieve a reprimand.

Section 3. A Department Head may suspend an employee without pay for just cause for a period or periods not exceeding thirty (30) working days in any twelve (12) months; however, no single suspension shall be for more than fifteen (15) working days, except for the investigative suspension as defined in Section 5 of this Article. The Department Head shall notify the employee concerned and the Human Resources Director in writing no later than one (1) working day after the date of suspension is made effective. Such notice shall include the reasons for and the duration of the suspension. Any status employee who is suspended may appeal for a hearing, in writing, to the Board within ten (10) working days of notice of suspension. A probationary employee shall not have the right to appeal a suspension.

Section 4. A Department Head may dismiss any employee only for just cause at any time and at the time of dismissal shall furnish the employee with a written statement of other reasons for the dismissal and within one (1) working day of such action, furnish the Human Resources Director with a written statement of the reasons for the dismissal. Any employee who is dismissed may appeal, in writing, to the Board within ten (10) working days of notice of dismissal. A probationary employee shall not have the right to appeal a dismissal.

Section 5. Upon being informed that an employee has been accused of behavior which, if substantiated, would be just cause for dismissal, the Department Head shall have the option of suspending an employee without pay for a period not to exceed thirty (30) calendar days for the purpose of investigation of the accusation, provided that if after investigation the Department Head determines to dismiss the employee, he shall give written notice of the dismissal in accordance with Section 4, and if after investigation

the Department Head determines that the accusation cannot be substantiated or does not constitute cause for dismissal, the employee be reinstated and awarded back pay for any portion of the suspension time not imposed as disciplinary action.

ARTICLE 31 - EMPLOYEE RIGHTS

Section 1. Whenever a Department Head has substantiated information that is cause for dismissal or suspension without pay, the Department shall inform the employee as soon as possible, in writing, of the nature of the information against him/her and the Department Head's proposed disciplinary action.

Upon receipt of the written notification, the employee shall have five (5) working days in which to contact the Department Head and make an appointment to meet with the Department Head and present information regarding the allegations against him/her. The employee shall have the right to be represented by counsel or a union representative at the meeting.

Section 2. An interview of an employee shall be during regular business hours. Reasonable attempts shall be made to schedule interviews at other times when deemed necessary by the Department. Any employee interviewed off duty shall be entitled to compensation.

Section 3. Employees under investigation shall not be reassigned arbitrarily or as punishment, and reassignment shall only be made when necessary for the welfare of the employee, department or public.

ARTICLE 32 - THE NATURAL DISASTER LEAVE DONATION POLICY

Section 1. Introduction.

The County of Lancaster recognizes that there are instances in which an employee may personally suffer significant losses of property from a natural disaster requiring an employee to be absent from work. The County also recognizes that when these instances occur, co-workers of the employee who personally experienced a significant property loss as the result of a natural disaster desire to assist the employee until the employee can return to work. This policy bulletin is intended to establish guidelines for employees of Lancaster County to donate accrued vacation time and personal convenience holidays to another employee who personally suffered a significant property loss as a result of a natural disaster to be used as paid leave by the employee who personally suffered the significant property loss.

Section 2. Policy

In the event the Governor of the State of Nebraska declares a state of emergency as the result of a natural disaster, it shall be the policy of the County of Lancaster to allow employees the opportunity to donate accrued vacation leave and personal convenience holidays to the benefit of another County employee who personally suffered a significant property loss as the result of the natural disaster.

Section 3. Procedure

A. Employees Covered

All classified and unclassified employees who earn leave and have been employed a minimum of twelve consecutive months shall be eligible to participate in the Natural Disaster Leave Donation Program.

B. Recipient Employee Eligibility

To be eligible to receive leave donated pursuant to this policy, an employee must meet the following conditions:

1. The employee must have personally suffered a significant loss of property, as the result of a natural disaster, including but not limited to, the physical destruction of or a significant damage to the employee's personal residence.
2. The employee must provide a verification of the significant property loss or damage satisfactory to the County.
3. The employee must have a minimum of one year of service with the County.
4. The employee must not have offered anything of value to another employee in exchange for the leave donation.

5. No more than 80 hours of natural disaster leave may be received by the employee for any given state of emergency.
6. The employee must complete the Natural Disaster Donation Request Form and submit the form to the employee's department head, and the Human Resources Director, who will certify that the employee is eligible to participate in the leave donation program.

C. Donor Employee Eligibility

1. The employee must have an accrued vacation leave balance of at least forty hours subsequent to making a leave donation.
2. The employee must donate Personal Convenience Holidays in only eight-hour increments. Vacation may be donated in four-hour or eight-hour increments.
3. The employee must not have solicited nor accepted anything of value in exchange for the donation.
4. The employee must complete and have witnessed the Natural Disaster Donation Form.

D. How to Apply For or Donate Leave

1. An employee who qualifies for natural disaster leave shall complete the Natural Disaster Leave Donation Request Form and submit it to the department head who shall, in conjunction with the Human Resources Director, review it for approval or denial.
2. Upon approval, donor employees shall complete the Natural Disaster Donation Form indicating a willingness to donate vacation or Personal Convenience Holiday time and the amount of said time to be donated. This form shall also be signed by a witness to the donor's signature. The completed form should then be forwarded to the payroll person in the department of the requesting employee.
3. Employees donating their time are doing so strictly on a voluntary basis and will have their vacation or Personal Convenience Holiday leave balances irrevocably debited for the amount of time transferred to the recipient employee. The transferred time will be placed in the recipient employee's vacation leave account.
4. The Human Resources and County Payroll Departments will monitor hours donated. The time donated will be on an "hour-for-hour" basis to the recipient employee.

5. Vacation hours transferred are done so in four-hour or eight-hour increments. Personal Convenience Holiday hours transferred are done so in eight-hour increments. All time donated must be used by the recipient for recovery from the property loss associated with the natural disaster. In no event shall the employee be allowed to utilize time donated pursuant to this policy as an addition to the employee's approved vacation balance.
6. Subsequent to the receipt of the leave donation forms, the Human Resources Department shall credit the recipient employee's vacation leave balance. An employee who is receiving natural disaster leave donated by other employees shall be allowed to accrue vacation and sick leave while in that status, however, all donated leave shall first be used prior to the use of the employee's accrued vacation leave time.

ARTICLE 33 - COLLEGE TUITION REIMBURSEMENT

Section 1. TUITION REIMBURSEMENT. All full-time employees shall be eligible for tuition reimbursement up to one thousand fifty dollars (\$1,050) per contract year in accordance with the following provisions:

A. Eligibility.

1. The employee must be a full-time employee who has completed one (1) year of service as of the date the course begins. Probationary employees are not eligible.
2. The employee must be actively working for the Corrections Department as of the date the course is completed.
3. The course schedule and study time must not be in conflict with the employee's work schedule.

B. Approved Courses. The coursework must be in a field related to the mission of the Corrections Department and pursued as part of an associate's, bachelor's, or master's degree-granting academic program through a recognized community college, accredited college or university. Approved coursework includes, but is not limited to the following:

Law Enforcement/Criminal Justice
Natural Science
Business or Public Administration
English
Foreign Language
Speech
Computer Science
Social Science
Humanities
Forensic Science

An employee requesting tuition reimbursement shall provide information concerning each course to the Department Head for approval prior to the registration for each course, including a copy of the course description, related course costs, and course dates.

C. Eligible Expenses. Only expenses actually incurred by the employee are eligible for reimbursement, including the cost of tuition, books, and class-associated fees. Tools, supplies, and other fees and charges will not be reimbursed. Tuition costs that are covered by grants, scholarships, or other waivers (and therefore not the financial obligation of the employee) are not eligible for reimbursement.

- D. To receive tuition reimbursement, the employee must submit to the Corrections Department the original official grade report for the course, or a copy certified by the registrar or other appropriate official for the educational institution, an original receipt of payment of tuition for the course, or a copy certified by the registrar or other appropriate official of the educational institution, and a request for reimbursement. The grade report, receipt of payment, and request for reimbursement must be presented to the Corrections Department within two (2) months after the ending date of the semester or quarter for the employee to receive reimbursement. Employees must successfully complete the course with grade "C" or higher, or a passing grade in courses that do not assign a letter grade, in order to receive reimbursement.
- E. Employees who voluntarily resign from the Corrections Department or are terminated for just cause, within 36 months after receiving any tuition reimbursement pursuant to this Article, shall repay the Corrections Department for all such reimbursements received in the prior 36 months.
- F. Amounts paid for tuition reimbursement from a plan meeting the requirements of Section 127 of the Internal Revenue 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 of an Educational Assistance Plan, or in any way modify its treatment, appropriate adjustments in Federal Income Tax withholding will be made from the effective date of the change.

ARTICLE 34 - DURATION

Section 1. This Agreement shall be effective as of the 13th day of August, 2020, and shall remain in full force and effect until August 31, 2021.

This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than April 1, 2021, that it desires to modify this Agreement in any part thereof. Prior to the first meeting, all proposals in completed form must be submitted to the County by the Union, and to the Union by the County.

Section 2. In the event either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date, which shall not be before the expiration date set forth above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____, 2020.

FRATERNAL ORDER OF POLICE,
LODGE #32

LANCASTER COUNTY, NEBRASKA

WITNESSES

COUNTY COMMISSIONERS

COUNTY CLERK

APPROVED AS TO FORM THIS _____
DAY OF _____, 2020.

DEPUTY COUNTY ATTORNEY
FOR PATRICK CONDON
LANCASTER COUNTY ATTORNEY

CORRECTIONAL OFFICER'S PAY PLAN

Reflects a 2% increase
Effective August 13, 2020

CLASS CODE	CLASSIFICATION TITLE	PAY GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
5751	CORRECTIONAL OFFICER	J01	ANNUAL	44,578.56	46,839.52	49,094.24	51,353.12	53,607.84	55,866.72	58,121.44	60,380.32	62,635.04
			MONTHLY	3,714.88	3,903.29	4,091.19	4,279.43	4,467.32	4,655.56	4,843.45	5,031.69	5,219.59
			BIWEEKLY	1,714.56	1,801.52	1,888.24	1,975.12	2,061.84	2,148.72	2,235.44	2,322.32	2,409.04
			HOURLY	21.432	22.519	23.603	24.689	25.773	26.859	27.943	29.029	30.113
				<i>1 year</i>	<i>1 year</i>	<i>1 year</i>	<i>1 year</i>	<i>1 year</i>	<i>1 year</i>	<i>2 years</i>	<i>2 years</i>	<i>Maximum</i>
TIME ON STEP												

* This pay scale reflects the consolidation of previous steps 1 and 2 from the previous bargaining agreement's pay scale into corresponding new step 1 on the new pay scale. Therefore, effective August 13, 2020, employees' previous step will be renumbered on the corresponding new step on the new pay scale as follows:

Previous Step (As of August 12, 2020)	Corresponding New Step (As of August 13, 2020)
Step 1 (6 mo.)	Step 1 (1 year)
Step 2 (6 mo.)	
Step 3 (1 year)	Step 2 (1 year)
Step 4 (1 year)	Step 3 (1 year)
Step 5 (1 year)	Step 4 (1 year)
Step 6 (1 year)	Step 5 (1 year)
Step 7 (1 year)	Step 6 (1 year)
Step 8 (2 years)	Step 7 (2 years)
Step 9 (2 years)	Step 8 (2 years)
Step 10 (max)	Step 9 (max)

The employee's eligibility date for a merit increase will not change as a result of this change in the pay scale.

APPENDIX B

PROCEDURES FOR APPEALS FROM DISCIPLINARY ACTION BY THE DEPARTMENT HEAD

PRE-HEARING: Prior to the hearing, the parties may request that the other party to the matter provide copies of any documents that may be relevant to the parties' case, and the responding party shall provide copies of those documents in their possession within 10 working days of the request. If practicable, the parties shall make whatever witnesses they may call available for informal interviews by the other party within a reasonable time at least 10 calendar days prior to the hearing.

Three calendar days prior to the hearing, the parties shall provide to the opposing party and to the Board, a list of the witnesses that the party may call, and a list of exhibits that the party intends to offer. Parties shall provide copies of the exhibits to the opposing party at this time.

The Personnel Board shall have the power to issue subpoenas for documents or witnesses as needed, either on its own motion or at the request of either party.

CONDUCT OF THE HEARING: At the hearing, the County shall bear the burden to prove that the Department Head had "just cause" to take the disciplinary action that was taken. The term "just cause" shall mean cause that a reasonable employer, acting in good faith, would regard as good and sufficient reason for the level and amount of discipline imposed. The County shall be required to prove, by a preponderance of the evidence, that the employee committed the infraction that was accused, and that the level and amount of discipline imposed is supported by just cause. In reviewing the discipline imposed the Board shall consider the nature of the infraction, the employee's prior disciplinary record, other discipline issued by County Department Heads for similar infractions, and any mitigating circumstances offered by the employee. When comparing the amount of discipline to other discipline issued by County Department Heads, the Board will bear in mind that there are differences between Departments and their concerns regarding imposition of discipline.

The order of the hearing shall be as follows: (1) the parties shall provide opening arguments to the Board; (2) the County shall present its case in chief; (3) the Employee shall present its defense; (4) the County shall present its rebuttal, if any, and (5) the parties shall provide closing arguments to the Board. At any time, the Board shall have the authority to question any witness that is called and address questions to the parties and their counsel.

All witnesses shall be subject to an oath or affirmation that the witness shall testify truthfully.

Following the closing arguments, the Board shall deliberate in public regarding the matter, and shall make whatever motions and take whatever votes it may take in public. Any action of the Board shall require a majority of those present for the hearing voting in favor of the motion. In the interests of furthering the purposes of the personnel system, each member of the Board is encouraged to explain his or her view of the issues.

In the event the Personnel Board determines that the Department Head did not meet its burden of proof, or the discipline is not affirmed by motion of the Board, the Board shall reverse the discipline and reinstate the employee, provide for the return of back pay by the Department, and remove written disciplinary materials in the employee's personnel files as the case may require. The Board shall also have the power to reduce the amount of the discipline upon a majority of those present for the hearing voting in favor of the motion to reduce, and require the Department to provide back pay as the case may require.