

November 24, 2021

**TO:** County Personnel Policy Board Members

**SUBJECT:** Personnel Policy Board Meeting  
Thursday, December 2, 2021  
1:30 p.m., Commissioners Hearing Room  
County-City Building, Room 112

## **A G E N D A**

- ITEM 1: Approval of Minutes from the September 2, 2021 meeting
- ITEM 2: Request to create County Rule 17.24 – Education Loan Forgiveness
- ITEM 3: Request for grievance hearing – Logan Weir – Corrections
- ITEM 4: Miscellaneous Discussion
- PC: Department Heads  
Jenifer Holloway  
Tom McCarty  
Logan Weir

## 17.24 Education Loan Forgiveness

Effective December 7, 2021, the County will provide education loan forgiveness (“ELF”) to full-time Mental Health Crisis Center Registered Nurses and Nursing Supervisors as an incentive to become and remain County employees. The amount of the loan will be forgiven over a 3-year or 5-year period of full-time employment. This ELF program is subject to the following conditions:

- (a) The outstanding educational loan must not be older than 5 years.
- (b) The County will provide up to Seventy-Five Thousand Dollars (\$75,000) in loan forgiveness.
- (c) The ELF program shall only apply to those degree programs directly related to the nursing licensure.
- (d) The 3-year or 5-year period for the ELF program shall begin on the employee’s eligibility date which will be determined after the employee successfully completes the probationary period as provided in Lancaster County Personnel Rule 8.2.
- (e) The employee shall sign a promissory note prior to any payments being made to the loan institution.
- (f) The County will make payments directly to the loan institution.
- (g) In the case of resignation or termination prior to the completion of the 3-year or 5-year term, any remaining balance on the loan will be deducted from the employee’s final pay in accordance with the Nebraska Wage Payment and Collection Act and the Fair Labor Standards Act. After such deduction, any remaining balance on the loan, which will include the prevailing interest rate of the original lender, will be reimbursed to the County by the former employee.

The procedure to enroll in the ELF program is as follows:

- (a) The employee shall submit documentation detailing the loan institution and any outstanding amount owed to the City of Lincoln-Lancaster County Human Resources Department. The amount owed shall not include any amount previously paid by the employee or covered by scholarships, grants or other means.
- (b) Upon receipt of the loan information, the employee will be required to sign a promissory note to Lancaster County for the full amount of the loan prior to payment to the loan institution. Lancaster County will amortize the promissory note over the 3-year or 5-year period according to the following schedule:
  - 1. \$1 to \$45,000 – 3-year promissory note
  - 2. \$45,001 to \$75,000 – 5-year promissory note
- (c) After the promissory note has been signed, the County will then distribute payment to the loan institution for the established amount.

# KEATING | O'GARA

---

Gary J. Nedved            Joel Bacon  
Paul J. Peter             Thomas P. McCarty  
Anne E. Winner         Tara L. Gardner-Williams  
Jefferson Downing     Brenna M. Grasz  
Gary L. Young          Braden W. Storer  
Joel D. Nelson

EMERITI:  
Con M. Keating  
Robert M. O'Gara

October 11, 2021

Douglas McDaniel  
Lancaster County Human Resources Director  
555 South 10<sup>th</sup> Street  
Lincoln, NE 68508  
[dmcdaniel@lincoln.ne.gov](mailto:dmcdaniel@lincoln.ne.gov)

RE: FOP #32 Appeal of Grievance Denial (Officer Logan Weir)

Dear Mr. McDaniel:

On September 20, 2021, FOP #32 filed a grievance on behalf of all bargaining unit members, including Officer Logan Weir. A true and correct copy of the Grievance is attached hereto. On or about October 6, 2021, Director Brad Johnson denied the grievance. A true and correct copy of Director Johnson's Grievance denial is attached hereto.

FOP #32 hereby appeals Director Johnson's denial of said Grievance to the Lancaster County Personnel Policy Board in accordance with Step 2 of the grievance procedure set forth in the bargaining agreement between FOP #32 and Lancaster County and the Lancaster County Personnel Rules.

Very truly yours,

/s/Thomas P. McCarty  
Thomas P. McCarty  
FOR THE FIRM

CC: Jenifer Holloway, Deputy Lancaster County Attorney

2021 OCT 11 PM 3:11

2021 OCT 11 PM 3:11

# Lancaster County

## Department of Corrections

---

3801 West O Street  
Lincoln, NE 68528  
(402) 441-1900  
Fax: 441-8946

Brad Johnson, Director

October 6, 2021

Tom McCarty  
Keating, O'Gara, Nedved & Peter, P.C.  
530 South 13<sup>th</sup> Street, Suite 100  
Lincoln, NE 68508

Re: Officer Logan Weir and FOP Lodge #32 Grievance received September 20, 2021

Dear Mr. McCarty:

This letter will serve as a response to a grievance dated September 20, 2021, regarding an alleged violation of Article 18, Section 5 of the FOP #32 Bargaining Agreement (the "Agreement"). Specifically, the grievance alleges that the Corrections Department accidentally signed Officer Weir up to work a four (4) hour shift on the morning of September 19, 2021, instead of on the morning of September 17, 2021, as he has allegedly volunteered for. The grievance further states because he wasn't scheduled for the voluntary overtime on the morning of September 17, 2021, he was required to work a mandatory overtime shift after his regularly scheduled shift on September 17, 2021.

The facts that form the basis of Officer Weir's grievance are as follows: On or about the afternoon of Thursday, September 16, 2021, Officer Weir contacted Sgt. Andrew Holsing via telephone to volunteer for an open overtime slot available from 2:45 a.m. to 7:15 a.m. on the morning of Friday, September 17, 2021. Officer Weir planned to work that shift and then work his regular shift from 7:15 a.m. to 3:15 p.m. Officer Weir understood that Sgt. Holsing signed Officer Weir up for the overtime shift, and he planned his off-duty hours accordingly. On the morning of September 17, 2021, Officer Weir called to see where he would be working his overtime shift; however, Sgt. Lengel informed Officer Weir he was not on the schedule. Sgt. Lengel then checked to see if Officer Weir was placed in a different overtime slot and told Officer Weir he didn't appear on any of the schedules. Officer Weir did not report to the overtime shift he had signed up for. When Officer Weir arrived for his regular shift, he was required to work a mandatory overtime shift from 3:15 p.m. to 7:15 p.m. If Officer Weir had been scheduled for the overtime shift he volunteered for, he wouldn't have had to work the mandatory overtime shift. On September 19, 2021, a supervisor informed Officer Weir he had failed to work a voluntary overtime shift on September 19, 2021 and would receive written counseling. Officer Weir believes Sgt. Holsing signed Officer Weir up to work the wrong morning overtime shift.

As a point of clarification, the Department utilizes three forms of overtime, Advanced Voluntary Overtime (AVOT), Voluntary Overtime (VOT) and Mandatory Overtime (MOT). The Agreement also references these three types of overtime. Article 18, Section 5(B) addresses advanced voluntary overtime (AVOT) and states in full:

When an overtime requirement is identified in advanced, 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.

AVOT are openings that are identified ten to fourteen days in advance. These openings are often the result of military leave, pre-planned vacations, open slots and so forth. AVOT openings are placed in the AVOT book fourteen days in advance and officers are allowed to sign up. Approximately 10 days in advanced of the shift coverage needed, Sgt. Jaimie Cartwright reviews the AVOT Sign-up Sheet and awards the overtime based on seniority and the hours the officer is requesting to work. Once the correctional officer has been awarded the advanced overtime, the Department must allow the officer to work a minimum of four (4) hours pursuant to Article 18, Section 7, which states, "if any overtime is offered as advanced 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 7 is specific to advanced voluntary overtime.

Article 18, Section 5(A) addresses voluntary overtime (VOT) and states in full:

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.

The Department utilizes VOT for openings that haven't been covered by AVOT, either because a correctional officer did not sign up in advance or the opening is short term. These openings are often the result of needed coverage for a hospital post, funeral leave, short-notice vacation requests and so forth. With this type of overtime, the shift supervisors advertise an opening for the next shift or in some cases, advertise the opening one to three days out asking officers to contact a supervisor if the officer is interested in the opening. If a correctional officer volunteers for a VOT slot, the supervisor signs that officer up in the schedule book. There are no requirements concerning seniority, it is simply first come first serve. This VOT practice has been utilized by the Department since the late 1990's.

Article 18, Section 5(E) addresses mandatory overtime (MOT) and states in full:

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.

The Department utilizes MOT when an open slot has not been covered voluntarily. These openings are mainly the result of a last-minute sick call or when a correctional officer doesn't show up for a shift. Pursuant to Article 18, Section 5(E-G), the Department maintains a mandatory overtime list and the correctional officer at the bottom of the list who is currently working is held over to cover the open spot for the next shift. After working, the correctional officer's name is moved to the top of the list.

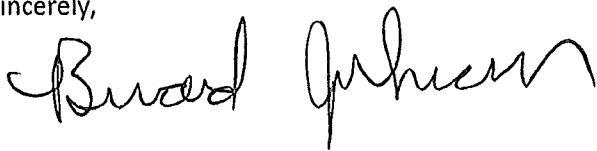
With respect to the facts that form the basis of Officer Weir's grievance, we apologize for the miscommunication and the inconvenience that took place. Based on our investigation and talking to the parties involved, it is not certain who made the mistake and where the miscommunication took place. Sgt. Holsing stated several dates with overtime shifts were discussed with Officer Weir and believed he had signed Officer Weir up for the correct voluntary overtime shift. Sgt. Holsing is unsure if he misheard Officer Weir, if Officer Weir accidentally said the incorrect date, or there was a system error in the

scheduling. Communication will take place with all supervisors to ensure they are diligent and confirm the dates they are entering into the scheduling book before hanging up with the requesting officer.

With respect to the remedy sought. In accordance with Article 18, no violations actually took place. Section 5(B) states only "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," Unfortunately, due to the error made by one of the parties, that overtime shift was not completed. Therefore, Officer Weir's name remained on the MOT list and the Department is unable to pay Officer Weir for time that was not worked.

For the foregoing reasons, I must deny the grievance.

Sincerely,

A handwritten signature in black ink, appearing to read "Brad Johnson". The signature is written in a cursive style with a large initial "B" and "J".

Brad Johnson  
Corrections Director

Cc: Doug McDaniel, Human Resources Director  
Jenifer Holloway, Deputy County Attorney  
Ken Prey, Jail Administrator  
Rick Gray, Jail Administrator  
Personnel File

IN RE GRIEVANCE OF FOP 32 ON BEHALF ) September 20, 2021  
OF ALL BARGAINING UNIT MEMBERS, INCLUDING )  
LOGAN WEIR. )

TO: Brad Johnson, or his designated representative  
FROM: Fraternal Order of Police Lodge #32, on behalf of all bargaining unit members impacted, including Officer Logan Weir

COMES NOW Fraternal Order of Police Lodge #32 on behalf of all bargaining unit members affected, including Officer Logan Weir, and for its grievance states as follows:

NATURE OF GRIEVANCE AND ACTS OF COMMISSION OR OMISSION GRIEVED:

On or about the afternoon of Thursday, September 16, 2021, Corrections Officer Logan Weir ("CO Weir") contacted Sgt. Andrew Holsing via telephone to volunteer for an open overtime slot available from 2:45 a.m. to 7:15 a.m. (the "back half" of Third Shift) on the morning of Friday, September 17, 2021. CO Weir planned to work the back-half of Third Shift and then work his regular shift, from 7:15 a.m. to 3:15 p.m. (First Shift). CO Weir understood that Sgt. Holsing signed CO Weir up for the overtime shift, and he planned his off-duty hours accordingly.

During the early morning hours of Friday, September 17, 2021, CO Weir called in to see where he would be working during his overtime shift. Sgt. Lengel took the call and informed CO Weir that he had not been placed on the schedule. CO Weir asked Sgt. Lengel to check the schedules to determine if Sgt. Holsing had accidentally placed him in a different overtime slot. Sgt. Lengel responded that CO Weir's name did not appear on any schedules. Therefore, CO Weir did not report to work the overtime shift he had volunteered to work on September 17, 2021.

CO Weir then reported to work his regular shift from 7:15 a.m. to 3:15 p.m. (First Shift) on September 17, 2021. At the conclusion of CO Weir's shift, he was required to work a mandatory overtime shift from 3:15 p.m. to 7:15 p.m. But for Sgt. Holsing's mistake, CO Weir would have been able to work the volunteer overtime slot that morning, had his name moved up the mandatory overtime hold list, and avoided being held for the mandatory overtime shift.

On or about the morning of Sunday, September 19, 2021, CO Weir was informed by a supervisor that he failed to work a voluntary overtime shift the morning of September 19, 2021. The supervisor indicated CO Weir would receive written counseling for this reason. CO Weir had not signed up for such a shift, however. Upon information and belief, Sgt. Holsing accidentally signed CO Weir up to work on the morning of September 19, 2021 instead of on the morning of September 17, 2021. Email communications from CO Weir to Sgt. Holsing regarding the September 17, 2021 overtime shift are attached hereto.

DATE OF ACTION GRIEVED: The FOP became aware of this action on or about September 17, 2021.

IDENTITY OF GRIEVING PARTIES: FOP #32 on behalf of all affected unit members, including CO Weir.

IDENTITY OF PERSONS ALLEGED

TO HAVE CAUSED GRIEVANCE: Sgt. Andrew Holsing, and other unknown persons.

PROVISIONS OF AGREEMENT, COUNTY POLICY, OR CONDITIONS OF EMPLOYMENT THAT WERE VIOLATED: Under Article 18, Section 5, "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."

Under Article 18, Section 5(B), "Officers completing a minimum of four (4) consecutive hours of voluntary overtime beyond their regular shift time will have their name moved to the top of the mandatory hold list."

Under Article 18, Section 5(C), if overtime slots cannot be covered using AVOT and VOT procedures, "supervisors will use discretion in allocating the overtime in a fair and effective manner."

Under these provisions, "back half" of Third Shift overtime slot was not offered in the "most prudent and expedient manner," and it was not allocated in a "fair and effective manner." CO Weir volunteered to work the shift, and he was awarded that shift. Sgt. Holsing did not, however, write CO Weir's name down as having volunteered for this shift. As a result, CO Weir unnecessarily woke up early to prepare to work the overtime shift, was prevented from working the shift, and was then held to work a mandatory overtime at the conclusion of his regular shift. CO Weir should not have been held to work mandatory overtime under these circumstances.

REMEDY SOUGHT: The Department should be required to pay CO Weir for the back-half of Third Shift overtime slot that he volunteered to work. The Department should cease and desist requiring officers to work mandatory overtime that they would not have been required to work but for the scheduling mistake of a supervisor. The Department should take reasonable remedial steps to ensure similar mistakes do not recur, to include requiring all supervisors to write the names of volunteers on the appropriate schedule and send confirmation emails to COs who have volunteered to work overtime. CO Weir should be afforded any other remedy necessary to make him whole and to avoid a recurrence of the breaches set forth herein.

Respectfully submitted this 20<sup>th</sup> day of September, 2021.

FOP #32, on behalf of its all affected members of the bargaining unit, including Officer Weir.

BY: /s/Thomas P. McCarty  
Thomas P. McCarty, Esq. (#24171)  
*Keating, O'Gara, Nedved & Peter, P.C.*  
530 South 13<sup>th</sup> Street, Suite 100  
Lincoln, NE 68508  
Ph: (402) 475-8230  
Fax: (402) 475-8328  
Attorney for the Grievants



**From:** Logan T. Weir <[LWeir@lancaster.ne.gov](mailto:LWeir@lancaster.ne.gov)>  
**Sent:** Friday, September 17, 2021 5:15 PM  
**To:** Andrew J. Holsing <[AHolsing@lancaster.ne.gov](mailto:AHolsing@lancaster.ne.gov)>  
**Subject:** Re: Overtime

Hello Again,

I just wanted to inform you that because of this mistake, I was held tonight. I was only held for 4 hours, but it's still the same concept of getting held for a mistake that I did not make. I would really appreciate it if in the future, this didn't happen.

Thanks,  
Logan Weir

---

**From:** Logan T. Weir  
**Sent:** Friday, September 17, 2021 09:42  
**To:** Andrew J. Holsing <[AHolsing@lancaster.ne.gov](mailto:AHolsing@lancaster.ne.gov)>  
**Subject:** Overtime

Hello Sgt. Holsing,

I am emailing you in regard to the overtime you had signed me up for yesterday for a back half of third for Friday morning via our phone conversation. I woke up this morning to get ready for work, I called work to see where I was working and I was not placed on the schedule, per Sgt. Lengel. So I had Sgt. Lengel look to see if you had mistakenly signed up for any day this weekend and I was not on any schedule. So not only could I work overtime this morning, but I also had no proof to show that I was supposed to work so I was told not to come in. I just wanted to let you know that I will be extremely disappointed if I get held tonight because of this mistake. I am not trying to attack you in this email, but sometimes in these instances, it can make a big difference at home for those trying to schedule overtime and mistakes like this happen. Again, I appreciate you looking at overtime for me and I am not trying to degrade what you do, but I just would like to know when I schedule overtime through you, that it is put in the book. Also, an email confirmation would be appreciated to those you do sign up for this exact reason.

Thank you,

**Logan Weir #1156**