

April 28, 2022

TO: County Personnel Policy Board Members

SUBJECT: Personnel Policy Board Meeting
Thursday, May 5, 2022
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 December 2, 2021 and April 7, 2022 meetings

ITEM 2: Request to create the following classification:

<u>CLASS</u> <u>CODE</u>	<u>CLASS</u> <u>TITLE</u>	<u>PAY GRADE</u>
5357	Crime Analyst	C14 (\$57,010.72 - \$73,024.64)

ITEM 3: Request to create County Rule 17.25 – Dog Handler Pay

ITEM 4: Request for grievance hearing – Jessica Cain - Corrections

ITEM 5: Miscellaneous Discussion

PC: Sarah Hoyle
Terry Wagner
Kristy Bauer
Ashley Bohnet
Jessica Cain
Dan Goodman

LANCASTER COUNTY CRIME ANALYST

NATURE OF WORK

This is responsible work applying principles of intelligence and crime analysis to interpret information regarding overall impact on the criminal investigative process.

Work involves intelligence gathering and distribution of information in order to conduct and assist with investigations. Work also involves data compilation and manipulation to analyze crime trends, develop predictive crime models, develop written threat assessments on crucial infrastructure and events based on intelligence; maintaining documents and statistics related to crime patterns and summarizing with analytical written reports. Work also involves the ability to work with a variety of software in order to gather information and data.

EXAMPLES OF WORK PERFORMED

Compile, maintain and manipulate databases of police reports using various computer software programs; review and troubleshoot data errors; inconsistencies, and file transfer problems.

Compile and disclose crime patterns, trends and evidence of criminal activity using various forms of data and computer systems; maintain spreadsheets, databases, and maps pertaining to crime activity.

Disseminate and assist investigators with the electronic evidence uncovered during the investigation and ensures the evidence is used to its fullest.

Utilize crime analysis techniques to detect and impact crime trends.

Coordinate investigations with investigators and provide assistance to ensure a high-quality investigation is completed.

Interpret electronic and data records for criminal violations; obtain electronic records using appropriate legal forms.

Gather information from a variety of sources in order to judge, classify, and distribute intelligence to the appropriate individuals.

Collect and preserve all evidence involved in an investigation by using proper procedures.

Perform related work as required.

DESIRABLE KNOWLEDGE, ABILITIES, AND SKILLS

Considerable knowledge of analytical and mapping software, windows programs and Microsoft outlook, Excel, and Word.

Considerable knowledge of formulas within Microsoft Excel.

Knowledge of GIS mapping software in order to plot crimes on maps.

Knowledge of cell phone analysis software.

Knowledge of link analysis software.

Knowledge regarding the elements of crimes, nature of criminal offense patterns and crime classification.

Knowledge of the geography of the county.

Ability to exercise independent judgement, prioritize projects and manage multiple requests for information.

Ability to maintain confidentiality of information.

Ability to communicate effectively both orally and in writing.

MINIMUM QUALIFICATIONS

Graduation from an accredited four-year college or university with major course work in computer science, research methods, statistics, criminal justice, public administration or related field and two years of experience in crime research, crime analysis, law enforcement or criminal records maintenance; or any equivalent combination of training and experience that provides the desirable knowledge, abilities and skills.

5/22

PS5357

17.25 Dog Handler Pay (Created 5/22)

Any employee who is the primary or main dog handler for an approved Lancaster County facility dog will be compensated at the rate of seven (7) hours at a premium rate of one and one half (1.5) times the employee's regular rate of pay per pay period. The primary or main dog handler will be the employee who has the dog residing at his or her home.

Karen Eurich

Subject: FW: Appeal of Grievance Denial
Attachments: Cain_grievance_response_step2.pdf; Cain grievance response.pdf

From: Daniel Goodman <soy874@yahoo.com>
Sent: Thursday, March 17, 2022 5:39 PM
To: Lori S. Carnahan <LCarnahan@lincoln.ne.gov>; Candace L. Berens <CBerens@lanaster.ne.gov>
Subject: Appeal of Grievance Denial

Lori Carnahan
Interim Lancaster County Human Resources Director
555 South 10th Street
Lincoln, NE 68508

RE: FOP, Lodge 32 Appeal of Grievance Denial (Officer Jessica Cain)

Dear Mrs. Carnahan,

On January 28, 2022, FOP, Lodge 32 filed a grievance on behalf of all bargaining unit members, including Officer Jessica Cain. A true and correct copy of the grievance is included hereto. On or about February 18, 2022, Director Brad Johnson denied the grievance. A true and correct copy of the grievance is attached hereto.

FOP, Lodge 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, Lodge 32 and Lancaster County and the Lancaster County Personnel Rules.

Very Truly Yours,

/s/Daniel G. Goodman
Daniel G. Goodman
President, FOP, Lodge 32

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

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

NATURE OF GRIEVANCE AND ACTS OF COMMISSION OR OMISSION GRIEVED:

Corrections Officer Jessica Cain typically works 1st shift at the Lancaster County Department of Corrections ("Department"), from 0645-1515 hours. On or about 1100 hours on Saturday, January 15, 2022, Officer Cain volunteered to work (VOT) on Sunday, January 16, 2022, covering the first four hours of second shift, female only, from 1515-1915 hours. The remaining four hours of the shift, from 1915-2315, were "no coverage needed (NCN)." Her assigned hours were confirmed by Sergeant Andrew Holsing, and she was placed in the appropriate slot for second shift coverage.

Sometime after 1100 hours on Sunday, January 16, 2022, Officer Cain was told by Sergeant Holsing that she would be a mandatory hold (MOT) for all eight hours of second shift. Under the October 27, 2017 VOT County/FOP Agreement, which was revised in November of 2021, "when an officer agrees to work voluntary overtime (VOT), 24 hours or more prior to the shift that overtime is associated with, they will NOT have their VOT hours canceled and be mandated for

coverage of a different slot during the shift associated with that VOT slot. This includes instances where the individual has signed up to work VOT on either the first ½ or second ½ of a shift.” Sergeant Holsing explained that the MOT was for a different slot, and that he consulted with Lieutenant Jane Voboril, who ordered him to cancel Officer Cain’s VOT and hold her MOT for all eight hours of second shift.

Because Officer Cain met the qualifications for the protections afforded under the aforementioned memo, her VOT should not have been canceled, and she should not have been held MOT for a different slot. The next officer on the MOT list should have been held all eight hours of second shift to satisfy the coverage.

DATE OF ACTION GRIEVED: Officer Jessican Cain, and FOP, Lodge 32, became aware of this action on or about January 16, 2022.

IDENTITY OF GRIEVING PARTIES: FOP, Lodge 32, on behalf of all affected unit members, including Officer Jessica Cain.

IDENTITY OF PERSONS ALLEGED TO HAVE CAUSED THE GRIEVANCE: Sergeant Andrew Holsing, Lieutenant Jane Voboril, and any other unknown persons.

PROVISIONS OF AGREEMENT, COUNTY POLICY, OR CONDITIONS OF EMPLOYMENT THAT WERE VIOLATED: The October 2017 agreement between FOP, Lodge 32, and the Lancaster County Department of Corrections regarding VOT/MOT outlined herein; and Article 18, Section 5 (A), (C), (D), (E) and (F) of the CBA between FOP, Lodge 32, and Lancaster County, the terms of which remain the “status quo” under the Nebraska Industrial Relations Act following the expiration of the CBA.

REMEDY SOUGHT: The Department shall honor the October 2017 agreement and longstanding past practice of granting officers who work VOT protection against MOT as set forth in the memorandum. Officers who sign up for VOT more than 24 hours in advance of the start of the overtime for the corresponding shift shall be skipped, and then next officer required to work the MOT. Officer Cain should be afforded four hours of vacation and 1.5 times the hours that she would have worked VOT. To the extent that the Department desires to alter this longstanding past practice, it must give FOP, Lodge 32, notice of that desire before implementing any changes, and then bargain with FOP, Lodge 32, over any proposed changes. See *Employees United Labor Association v. Douglas County, Nebraska*, 284 Neb. 121, 816 N.W.2d 721 (2012).

Respectfully submitted this 28th day of January, 2021.

FOP, Lodge 32, on behalf of all affected members of the bargaining unit, including Officer Jessica Cain.

BY: /s/Daniel G. Goodman
President, FOP, Lodge 32
P.O. Box 23151
Lincoln, NE 68542

Int

Lancaster County

Department of Corrections

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

Brad Johnson, Director

February 18, 2022

Dan Goodman
President, FOP Lodge #32
7324 Lilee Lane
Lincoln, NE 68516

Re: Officer Jessica Cain and FOP Lodge #32 Grievance received January 28, 2022

Dear Mr. Goodman:

This letter will serve as a response to a grievance received January 28, 2022, regarding an alleged violation of a standing practice agreed upon by FOP #32 and the Department of Corrections. Specifically, in summary the grievance alleges that the Corrections Department violated Article 18, Sections 5(A), (C), (D), (E) and (F) by cancelling Officer Cain's VOT shift and holding Officer Cain over to work a full eight-hour MOT shift.

The facts alleged in Officer Cain's grievance are as follows: On or about Sunday, January 15, 2022, Officer Cain volunteered to work (VOT) the "front half" of 2nd Shift on January 16, 2022, from 1515 to 1915 hours. At that time, the "back half" of that 2nd shift position was a "no coverage needed" portion. Sometime after 1100 hours on January 16, 2022, Officer Cain was told by Sgt. Holsing that she would be held over to work (MOT) a full eight-hour shift at the conclusion of her 1st shift hours. Sgt. Holsing explained that the MOT was for a different slot, and that he consulted with Lieutenant Jane Voboril, who ordered him to cancel Officer Cain's VOT and hold her MOT for all eight hours of second shift.

Under the October 27, 2017, VOT County/FOP Agreement, which was revised in November of 2021, "when an officer agrees to work voluntary overtime (VOT), 24 hours or more prior to the shift that overtime is associated with, they will NOT have their VOT hours canceled and be mandatoried for coverage of a different slot during the shift associated with that VOT slot. This includes instances where the individual has signed up to work VOT on either the first ½ or second ½ of a shift." It is alleged that because Officer Cain met the qualifications for the protections afforded under the aforementioned memo, her VOT should not have been canceled, and she should not have been held MOT for a different slot. The next officer on the MOT list should have been held all eight hours of second shift to satisfy the coverage. However, the "Agreement" goes on to give an example of "Ofc. XYZ is assigned to 1st shift. He/she volunteers to work the front ½ of 2nd shift tomorrow. Officer XYZ may still be mandatoried for the back half of the slot he VOT'd for if it is not covered and he/she is at the bottom of the MOT list." The "Agreement" further states that "The use of the term "slot" is not meant to "tie" a VOT period to a particular officer position or "slot". As coverage needs change, VOT hours may be moved from position to position on the shift."

Article 19, Section 3 requires "staff will be distributed in such a manner that at least five (5) male Correctional Officers and five (5) female Correctional officers are scheduled on the official shift schedule each day of the week...". On January 16th, another officer called in sick for 2nd shift which created a shortage of female coverage. Six female officers worked the 1st shift, 4 of which had worked OT the

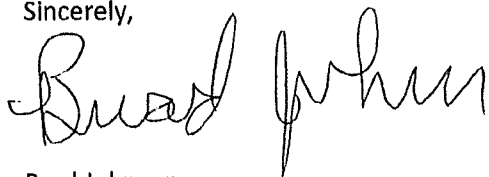
night before and were unavailable to cover the back half of the now vacant 2nd shift. This left another officer and Officer Cain, who had both volunteered to work the first half of the 2nd shift and the only two available to cover the back half. This other officer AVOT'd on January 3rd and the back half of her slot was covered by another officer who signed up that same day. This officer had also worked OT the day before. Officer Cain signed up that day before and was lower on the MOT list.

Additionally, the Department has no intention of changing the current practice as set forth in Lt. Voboril's 2017 memorandum. Accordingly, as Article 18, Section 5(E) states "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." It is not always the officer on the bottom, but as much as possible, normally the officer subject to overtime is that officer at the bottom of the list. There are times when due to staffing circumstances an officer not at the bottom of the list, but the officer working the preceding shift is held over instead. In this situation, Office Cain was not only an officer from the preceding shift, but also the officer at the bottom of the MOT list.

In fact, Article 18, Section 5(C), of the Agreement provides that "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." Additionally, pursuant to Article 4, Section 2, management has the right to "manage and supervise all operations and functions of the [Corrections Department]", "establish, allocate, schedule, assign, modify, change, and discontinue [Corrections Department] operations, work shifts, and working hours", and "establish, modify, change, and discontinue work standards." Implicit in these management rights is the Department's ability to hold over an officer when the requirement developments.

The cancellation of Officer Cain's overtime shift was based upon legitimate operating needs and minimum staffing needs determined by the Department. 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, flowing style.

Brad Johnson
Corrections Director

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

Karen Eurich

Subject: FW: Grievance Notice

From: Dan Goodman <nebraskagoodman@hotmail.com>
Sent: Friday, January 28, 2022 2:12 PM
To: Bradley L. Johnson <bjohnson@lancaster.ne.gov>
Cc: Jessica C. Pearson <JPearson@lancaster.ne.gov>; Dan G. Goodman <DGoodman@lancaster.ne.gov>
Subject: Grievance Notice

IN RE GRIEVANCE OF FOP 32 ON BEHALF OF ALL)
BARGAINING UNIT MEMBERS, INCLUDING
JESSICA CAIN.

January 27, 2022

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

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

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Respectfully submitted this 28th day of January, 2021.

FOP, Lodge 32, on behalf of all affected members of the bargaining unit, including Officer Jessica Cain.

BY: /s/Daniel G. Goodman
President, FOP, Lodge 32
P.O. Box 23151
Lincoln, NE 68542



Human Resources
555 South 10th Street, Suite 302 | Lincoln, NE 68508
402-441-7597 | F: 402-441-8748 | jobs@lincoln.ne.gov



March 28, 2022, revised March 29, 2022

Mr. Daniel G. Goodman
President, FOP, Lodge 32
7324 Lilee Lane
Lincoln, NE 68516

Re: Officer Jessica Cain and FOP Lodge #32 Grievance Appeal received March 17, 2022

Dear Mr. Goodman,

I am in receipt of your email dated March 17, 2022, 5:39pm appealing the response, dated February 18, 2022, from the Corrections Director, denying the Grievance filed by FOP, Lodge 32 on behalf of all bargaining unit members, including Officer Jessica Cain for an incident occurring on or about January 15, 2022.

The following is an excerpt of the grievance procedure contained in the applicable union contract between FOP, Lodge 32 and Lancaster County:

“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...”

Your appeal was not timely filed as it was received more than fifteen (15) working days after the grievance was initially denied. I was able to confirm with both you and Director of Corrections, Brad Johnson, on March 7, 2022, the two of you had mutually agreed to an extension in filing an appeal to Step 2.

In honor of our desire to work together for the mutual interest of allowing, Officer Jessica Cain, to access the full benefit of her contract, this appeal to the Lancaster County Personnel Board will proceed to Step 2 allowing for the mutually agreed upon extension of the prescribed deadline.

Respectfully,

Lori S. Carnahan, SPHR, SHRM-SPC
Interim Director, Human Resources

C: Brad Johnson, Corrections Director
Candace L. Berens, County Attorney
Eric Synowicki, County Attorney