AGREEMENT

between

County of Lancaster

and

Fraternal Order of Police, Lodge 77

2015-2017

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PREAMBLE

This Agreement entered into by the County of Lancaster, hereinafter referred to as the County, and Fraternal Order of Police, Lodge 77, hereinafter referred to as the FOP, has as its purpose the promotion of harmonious relations between the County and the FOP; 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 1 - RECOGNITION

Section 1. The County hereby recognizes the FOP as the exclusive representative of all Juvenile Detention Officers employed in Lancaster County, excluding all non-guard employees employed by Lancaster County. The FOP 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 FOP, or which is in conflict with this Agreement.

ARTICLE 2 – 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 Youth Services Center.

B. EMPLOYEE shall mean all fulltime Juvenile Detention Officers in the Youth Services Center.

C. DEPARTMENT HEAD shall mean the duly appointed Youth Services Center Director of the Youth Services Center.

D. HUMAN RESOURCES DEPARTMENT shall mean the Human Resources Department 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 #77.

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.

I. ANNIVERSARY DATE shall mean the date an employee begins full-time employment with Lancaster County Youth Detention Center.

J. EMERGENCY is a sudden or unexpected happening, demanding immediate action.

K. RECOGNIZED HOLIDAY the twenty-four (24) hour period beginning at 12:01 a.m. and ending 11:59 p.m. on the day so designated by the calendar.

L. A DAY is construed as a work day unless otherwise stated. Work days are Monday thru Friday.

ARTICLE 3 - UNION ACTIVITIES AND STEWARDS

Section 1. The Union recognizes its responsibilities as a bargaining agent and agrees to represent all employees in the job classification 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 Youth Services Center 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 County shall permit the FOP to use two (2) bulletin boards, one for each break room, designated by the Employer, for posting of FOP meetings and elections, reports of FOP committees and other notices or announcements that would be of benefit or interest to the employee.

Posted materials shall not contain anything political or discriminatory or reflect adversely upon the County or any of its employees and is not derogatory, defamatory or contrary to the mission of the Youth Services Center.

The bulletin board provided shall be for the exclusive use of the FOP, only the FOP President or his designee shall be allowed to post items on the bulletin board.

The County shall permit the FOP to use their own ballot box in FOP elections. Employees shall be allowed to vote during break times.

Section 5. 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 fifty (50) work hours. All employee work time must have prior Department Head approval in order to be eligible for reimbursement as a Union negotiation representative. In addition, employees shall be granted leave from duty without pay for the purpose of negotiations.

Section 6. 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, their assigned areas, telephone number where they may be contacted 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. A maximum of five (5) stewards shall be allowed.

Section 7. When requested by an employee, either a steward or a Union Executive Board member 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 8 of this Article upon notification and approval of the Department Head or their designated representative.

Section 8. Stewards or Union Officers will be granted up to three (3) hours per pay period to conduct Union business. Such hours shall not accumulate towards the calculation of overtime. Total union hours shall not exceed forty (40) hours per year.

ARTICLE 4 - CHECK OFF

Section 1. The County shall deduct regular monthly FOP 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) calendar 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 two payroll period of each calendar month and will be remitted to the duly designated FOP official within ten (10) working days following the issuance of pay warrants for that pay period. The FOP 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 FOP shall advise the Human Resources Director in writing the exact amount of regular monthly FOP dues to be deducted from each member's paycheck. If the FOP requests the County to deduct additional monthly FOP dues, such request shall be effective only upon written assurance by the FOP to the Human Resources Director that the amounts are regular FOP dues duly approved in accordance with the FOP'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 FOP dues are normally deducted after written notification to the Human Resources Director of the error. If the County makes an overpayment to the FOP, the County will deduct that amount from the next remittance to the FOP. 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 FOP agrees to refund said deduction to the affected employee. The FOP 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 5 - 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.

L. The right to contract and subcontract.

ARTICLE 6 - DEPARTMENT WORK RULES

Section 1. Department rules and regulations shall be posted on department bulletin boards ten (10) working days prior to their effective date, except in emergency situations where the County shall make a reasonable effort to notify employees. The department regulations and policies must be exercised consistent with the other provisions of this Agreement. Where provisions of this agreement conflict with the rules, regulations, and policies of the County of Lancaster or the department, the agreement shall control.

ARTICLE 7 - 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) is hereby established. This Committee shall consist of three (3) members of the FOP, designated by the FOP, and three (3) persons designated by the County. Either the County or the Union may designate or 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 be convened at the request of either party. The party requesting such meeting will submit an agenda for the meeting, prior to said meeting.

Section 4. The meetings shall be jointly chaired by a member of the FOP 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 member.

ARTICLE 8 - SAFETY COMMITTEE

Section 1. The FOP may designate one representative to serve on the County wide Safety Committee.

Section 2. The final or prime responsibility for programs relating to safety lies with the Department Head or his designated representatives.

ARTICLE 9 - NON-DISCRIMINATION

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

ARTICLE 10 - STRIKES AND OTHER DISRUPTIONS OF NORMAL WORK ROUTINE

Section 1. The protection of the public health, safety, and welfare demands that neither the FOP, 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, sit-down, 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. The County agrees that it shall not lock out any employee because of a labor dispute.

ARTICLE 11 - 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 12 - PERSONNEL FILE

Section 1. An employee or his designated representative with written authorization shall upon request be permitted to examine his personnel file in the Human Resources Department in the County-City Building. Any copies employees or representatives ask for shall be provided by the County at cost to the employee. Documents shall be available within two (2) business days to the requesting employee.

Section 2. Written reprimands and rebuttals or explanations thereof shall be removed from an employee's personnel file, including such files within a Department, one year after the filing thereof provided there is a written request for removal from the affected employee and further provided there have been no additional disciplinary actions taken against the employee for the same or similar violations.

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

ARTICLE 13 - SENIORITY

Section 1. Seniority means the total months of continuous service with the County as a Juvenile Detention 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) month 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) consecutive calendar days or longer without pay shall be deducted from an employee's continuous service record and seniority, excluding FMLA leave.

Section 4. In case of layoff, if any elected FOP Officers are affected by such layoff, they will be allowed to continue to function in their official FOP 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 FOP.

ARTICLE 14 - 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 layoff shall be by seniority. The employee with the least seniority shall be the first laid off.

Section 2. No full-time status employees shall be laid off as long as there are provisional, part-time, temporary, seasonal, intermittent, emergency or probationary employees working in the affected classifications. Furthermore, when an employee in a classification in a Department has been laid off, the Department shall not hire any provisional, part-time, temporary, seasonal, intermittent, emergency or probationary employees to conduct any work that was previously conducted in that classification for a one (1) year period from the date of layoff unless the County has first attempted to recall all laid off employees in such class, pursuant to this Article.

Section 3. The names of status employees who have been laid off shall be placed on a layoff list, and shall be eligible for recall for a period of one (1) year, and the County shall rehire in the reverse order of layoff. A laid off employee subject to recall who is employed elsewhere shall not be required by the County to report until after the expiration of two (2) weeks from the date of the notice. If such employee is not employed elsewhere, he shall be required to report to work at the beginning of the next pay period following recall. The County shall provide employees subject to recall with written certified notice of recall mailed to their last known address on record in the Human Resources Department. Employees on the layoff list shall be responsible for making their current address available to the City-County Human Resources Department. The County shall present the Union with the layoff list and any changes as soon as possible.

Section 4. An employee subject to layoff shall be provided with notice of layoff in writing at least fifteen (15) calendar days prior to the layoff.

Section 5. No new employees shall be hired into a classification in the Department where employees have been laid off from that classification until all employees on layoff status in that Department and classification desiring to return to work have been notified of vacancies.

Section 6. (a) In the event of a recall of a laid off employee within one (1) year of a layoff, the recalled employee shall have his/her service time computed from the employee's original date of employment to the date of layoff.

(b) An employee who is laid off, and is later recalled within one (1) year, shall have available upon his/her return such unused sick leave accrual as he/she may have earned up to the time of his/her departure (Article 21, § 1. K). Further, accrual rates for vacation and sick leave will be established at the level based upon the revised service time set forth in subsection (a) above. An employee who is recalled, is eligible for enrollment in the health, dental and life insurance programs without waiting periods and reinstatement in the retirement plan at the percentage of vesting at the time of layoff.

ARTICLE 15 - DISCHARGE AND DISCIPLINE

Section 1. Disciplinary action shall consist of written reprimand, suspension, and dismissal. A Department Head may suspend, or dismiss an employee for just cause. Provisions for disciplinary actions should be limited to those listed above. Other solutions may be obtained through mutual consent by management, the FOP 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 give a written reprimand to any employee for just cause. Such reprimand shall be in writing and addressed and presented to the employee who will initial receipt and may attach a written rebuttal. The employee may appeal the reprimand only directly to the Human Resources Director or his designated representative. The employee may present a written rebuttal to the final decision regarding the appeal which shall be attached to and become part of the file pertaining to the appeal. 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.

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. 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. An employee may appeal the suspension in accordance with the Grievance Article contained in this contract.

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, pursuant to the Grievance and Appeal Procedure Article within ten (10) working days of notice of 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 fourteen (14) calendar days for the purpose of investigation of the accusation. 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 16 – EMPLOYEE RIGHTS

Section 1. Whenever a Department Head has substantiated information that is just 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 schedule a meeting 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 17 - GRIEVANCE AND APPEAL PROCEDURE

The County and the FOP 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 or his representative 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 concerning a grievance shall be made within fifteen (15) working days of the final hearing and reduced to writing, and it shall be filed with the Human Resources Director with a copy to the Department Head, the subject employee and the Union President.

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 just cause, reduction in classification resulting in loss of pay, and dismissal.

The appeal shall be processed in the following manner:

Within ten (10) working days of the notice of the third written reprimand, suspension, reduction in classification resulting in loss of pay, or dismissal, the employee may request to appeal the action to the Board.

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. 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 within ten (10) working days of the final hearing and reduced to writing, and it shall be filed with the Human Resources Director with a copy to the Department Head, the subject employee and the Union President.

ARTICLE 18 - 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. Eight (8) 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. Employees will be paid overtime in accordance with FLSA.

The County may implement the 207(k) exemption set forth in the Fair Labor Standards Act, 29 U.S.C. section 207(k) and 29 C.F.R. part 533 as follows: The Department may create a maximum of six (6) shifts of 12 hour duration. The employees who bid for those shifts and days off would be paid overtime on a fourteen (14) day, eighty (80) hour basis. Participation in a 12 hour shift shall be voluntary. In the event that an employee shall not have any bid slot available other than 12 hour shift, the department shall convert available 12 hour shifts to 8 hour or 10 hour shifts and an employee shall be permitted to bid either an eight (8) or ten (10) hour shift. All holiday, vacation hours and other accrued benefits are treated the same as all 8 hour shifts.

Section 3. All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (½) shift. All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift.

Section 4. Work schedules showing the employee's shifts, work days, and hours shall be available.

Section 5. No employee's work schedule will be changed without at least two (2) weeks' notice unless an emergency exists.

ARTICLE 19 - OVERTIME

Section 1. No overtime work or compensation will be allowed without prior approval by the Department Head or his designee.

Section 2. All paid leaves of absence shall be counted as hours worked in computing overtime with the exception of sick leave 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 (1 ½) or one and one-half (1 ½) times the actual number of hours worked, whichever is greater.

Section 3. In lieu of payment for overtime hours worked, the employee may request to take compensatory time off. If the request is approved by the Department Head, one and one-half (1 ½) hours of compensatory time shall be credited for each overtime hour worked. An employee shall not accumulate more than forty (40) hours of compensatory time. Any requests to use compensatory time shall be handled in the same manner as vacation requests.

If an employee makes a request to receive pay for time in his/her compensatory bank, the County shall pay the employee the following pay period from the date of the request.

An employee, upon separation from County service, shall be compensated for accrued compensatory time in cash.

ARTICLE 20 - HOLIDAYS AND VACATION

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

(2015-2016)	(2016-2017)
Labor Day (Sept. 7)	Labor Day (Sept. 5)
Veterans Day (Nov. 11)	Veterans Day (Nov. 11)
Thanksgiving Day (Nov. 26)	Thanksgiving Day (Nov. 24)
Day after Thanksgiving (Nov. 27)	Day after Thanksgiving (Nov. 25)
Christmas Day (Dec. 25)	Christmas Day (Dec 25)
New Year's Day (Jan. 1)	New Year's Day (Jan. 1)
Martin Luther King, Jr. Birthday (Jan. 18)	Martin Luther King Jr. Birthday (Jan. 16)
Presidents Day (Feb. 15)	Presidents Day (Feb. 20)
Memorial Day (May 30)	Memorial Day (May 29)
Fourth of July (July 4)	Fourth of July (July 4)

In addition, the County will provide eighteen (18) noncumulative hours of personal holiday leave to all eligible employees the first pay period of the contract year. All personal holiday leave hours must be taken during the payroll fiscal year or be forfeited and shall not be unreasonably denied. 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.

Section 2. Qualification for Holiday Pay. In order to qualify for holiday pay, an employee must be in a pay status for their scheduled number of hours 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. Leave on a Holiday. Employees who are scheduled to work on a legal holiday and request leave on the holiday will be charged with the applicable leave for their scheduled number of hours. Prior to the schedule being posted, the employer is responsible for making a good faith effort for finding a replacement when the employee requests a day off. If the employer cannot find a replacement, then the employee shall find his or her own replacement.

Section 4. 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 5. Vacation Leave. Employees shall earn vacation leave with pay according to the following schedule:

A. Less than five (5) years of service — At the factored hourly equivalent of eighty (80) hours per year.

B. After five (5) years of service — At the factored hourly equivalent of one hundred twenty (120) hours per year.

C. After ten (10) years of service — At the factored hourly equivalent of one hundred fifty-two (152) hours per year.

D. After fifteen (15) years of service — At the factored hourly equivalent of one hundred sixty-four (164) hours per year.

E. After twenty (20) years of service — At the factored hourly equivalent of one hundred ninety-eight (198) hours per year.

Vacation shall be earned but not granted during the first six (6) months of employment.

Vacation time shall not be unreasonably denied.

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 forty (240) hours.

ARTICLE 21 - SICK LEAVE AND INJURY LEAVE

Section 1. Sick Leave.

A. Sick Leave shall be earned at the factored hourly equivalent of four (4) hours per pay period of service. Accumulation of sick leave credit shall not exceed two thousand eighty (2080) hours at any one time. Disability retirement shall not be effective until accumulated sick leave has been used. Upon retirement or death the employee shall receive fifty-five percent (55%) of accumulated sick leave (distributed into the employee's PEHP account). The payment will be at the regular hourly rate of the employee at the time of retirement. No refund of vacation shall be allowed due to illness incurred while on vacation leave. This payment will be made to those employees who have an active PEHP account.

B. An employee eligible for sick leave with pay may use such sick leave for absence due to sickness, family illness, personal and family medical appointments, disability, non-work related injury, exposure to contagious disease or funeral leave 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.

C. An employee may use up to forty (40) hours per calendar year from his sick leave balance for illness in the immediate family or family medical appointments. Immediate family is defined to be spouse, child, parent, stepparent, sister, brother, employee's grandparents and the parents of the employee's spouse. Immediate family will also include any other family member, whether it be by blood or marriage, or legal adoption or foster children, residing in the same household. Upon written request, the Personnel Director may waive the forty (40) hour limit after reviewing the individual circumstances in support of the request.

D. At the employee's discretion, he/she may supplement their Worker's Compensation payment to bring the total sum of the Worker's Compensation payment and sick leave to a figure equivalent to a full pay check.

E. An employee who is absent because of sickness shall first attempt to inform his immediate supervisor, if on duty, or any supervisor on duty at the employee's usual work location 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.

F. 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 the County may automatically deduct as necessary from any available paid leaves.

H. Disability retirement shall not be effective until accumulated sick leave has been used. Upon retirement or death the employee shall receive fifty-five percent (55%) of accumulated sick leave into the employee's PEHP account.

I. The County agrees to pay an employee who voluntarily separates from employment after fifteen (15) consecutive years of service with Lancaster County fifty percent (50%) of their sick leave balance which is greater than 1000 hours. The hours will be based on their current ~~eight (8) hours~~ hourly rate of pay. This pay out shall be distributed as one-third (⅓) cash and two-thirds (⅔) PEHP or total amount in cash to those that do not have a PEHP account.

J. Any employee who is laid off, and is later recalled within one (1) year, shall have available upon his return such unused sick leave accrual as he may have earned up to the time of his departure.

K. The Union and County agree to comply with the rules and regulations of the Family and Medical Leave Act of 1993 and the County's policy governing the application of the Act.

Section 2. 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 a period not to exceed ten (10) working days. 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.

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 22 - FUNERAL LEAVE

A. Funeral Leave. In the case of the death of the employee's spouse, child, step-child, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother, sister, grandfather, grandmother or grandchild. A full-time employee shall be allowed twenty-four (24) hours funeral leave with regular pay to attend the funeral.

B. 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, or the grandparents of an employee's spouse, the full-time employee shall be allowed sixteen (16) hours funeral leave with regular pay to attend the funeral.

ARTICLE 23 - 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 FOP activities, during off-duty periods, he shall be compensated at a minimum of two (2) hours at straight time or one and one-half (1 ½) times the number of hours for actual time in attendance, whichever is greater.

ARTICLE 24 - 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 (Reissue 2007).

Section 1. The scale of wages for the classification of Juvenile Detention 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" and "B". Wages as set forth in Appendix "A" become effective August 20, 2015 and reflect a two and one half percent (2.5%) increase. Wages as set forth in Appendix "B" become effective August 18, 2016 and reflect a two and one half percent (2.5%) 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.

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

A. Each status 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 (1.5) times the employee contribution.

B. Each status employee who was hired after August 31, 2014 and is eligible to make contributions to the retirement plan will contribute six and one-half percent (6.5%) of his wages and the County will match with one hundred percent (1.0) times the employee contribution.

Section 5. All employees who are regularly assigned to second and third shifts shall be paid an additional forty-five (45) 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" and "B", 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.

ARTICLE 25 - ASSUMPTION OF DUTIES ABOVE CLASSIFICATION

Section 1. An employee may be temporarily assigned, in writing, to work in an existing position in a class with a higher maximum salary than the maximum salary of his regularly assigned class, when said position is temporarily vacant due to termination, resignation, leave of absence, or initial creation.

Section 2. Compensation for being temporarily assigned to a higher class shall be at the next higher rate of pay in the higher class above the employee's regular rate, or the first step minimum rate of the higher class he is temporarily filling, whichever is greater.

Section 3. The employee assuming the higher classification will perform all duties of the classification with the exception of disciplining an employee working in a bargaining unit position. However, the employee will notify the Director or the Director's Designee of a disciplinary matter if it occurs.

ARTICLE 26 - INSURANCE

Section 1. Health Insurance. The County shall maintain a group health insurance policy. The County shall have the sole discretion to contract annually with one or more carriers on any terms of this coverage.

The County shall contribute ninety-five percent (95%) of the carrier single premium cost, eighty-five percent (85%) of the carrier 2/4 premium cost, and eighty-five percent (85%) of the carrier family premium cost.

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 agrees to provide a comprehensive dental program. The County will pay seventy-five percent (75%) of the monthly premium for Dental Insurance. The employee will pay the remaining twenty-five percent (25%) of the premium. This applies to the single, 2/4 party and family plans.

Section 3. Life Insurance. The County will pay the full premium on $30,000 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. The cost of the disability policy will be the County's responsibility. It is understood that the approval of claims is up to the insurance carrier.

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 - UNIFORMS AND EQUIPMENT

Section 1. The County shall provide and replace sufficient uniforms and all authorized equipment for 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. The following list of equipment shall be provided for by the County.

a. Belt
b. Radio case
c. Pouch for rubber gloves, and rubber gloves.

Section 2. Costs for the replacement of personal items that are damaged or broken 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 fifty ($150) dollars with receipt.

b. Watches will be reimbursed up to a replacement value of fifty ($50) dollars with receipt.

ARTICLE 29 - TRAINING

The Employer shall annually provide correction based training in compliance of Nebraska Jail Standards.

ARTICLE 30 - SHIFT BID

Section 1. All shifts and days off held by Juvenile Detention Officers will be open for bid on a semi-annual basis. Schedules that are bid will take effect beginning the first pay period in April and October of each year. This process will exclude the position (shift/days off) of Transport assignments.

The department reserves the right to assign or re-assign shift positions.

Section 2. The Department and jail standards require a minimum of two (2) male Juvenile Detention Officers and two (2) female Juvenile Detention Officers per shift per day.

Therefore, staff will be distributed in such a manner that at least two (2) male Juvenile Detention Officers and two (2) female Juvenile Detention Officers are scheduled on the official shift schedule each day of the week. Shifts requiring two (2) male and female detention officers will be designated on the shift bid sheet.

Section 3. Juvenile Detention Officers will be allowed to select shifts and days off. Shift bids will be based on seniority. The Department reserves the right to insure the necessary experience and skills are on each shift. Persons that are affected by an involuntary shift change shall be exempt from an involuntary shift change on the next bid. In such situations, the department will require the involuntary shift change to be made by the next least senior Juvenile Detention Officer(s) from the shift that has adequate coverage so that it will not create further shift transfers to fill the required shift.

Section 4. The schedule will be posted on the board one month prior to the bid process. Each Officer will have a date and time that they must call in and make their selection for shift and days off. They must make their selection at that time. An employee may notify the Director in writing of the name of a person who will call in and make the selection for the employee when the employee knows he/she will not be available during his/her call in time. The bid process will be in order of seniority, starting with the most senior officer, to select their shift and days off from the remaining openings. When an employee without a written designee does not call in during his/her time slot, the employee shall be moved down to the bottom of the bid list. If the employee fails to call at all, then the employee may be assigned any available remaining shift. Management will conduct the bid in 30 minute increments.

Section 5. During the period between bid processes, if a vacancy occurs, management will determine how the shift and days off are filled at its discretion.

ARTICLE 31 - DURATION

Section 1. This Agreement shall be effective as of the 20th day of August, 2015, and shall remain in full force and effect until August 30, 2017.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____, 2015.

FRATERNAL ORDER OF POLICE, LODGE 77

_____

_____

_____

_____

_____
WITNESSES

LANCASTER COUNTY, NEBRASKA

_____

_____

_____

_____

_____
COUNTY COMMISSIONERS

_____
COUNTY CLERK

APPROVED AS TO FORM THIS ____
DAY OF _____, 2015.

_____
LANCASTER COUNTY ATTORNEY

APPENDIX A

JUVENILE DETENTION OFFICER'S PAY PLAN

Reflects a 2.5% increase
Effective August 20, 2015
3.6% between steps

CLASS CODE	CLASSIFICATION TITLE	PAY GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
7860	JUVENILE DETENTION OFFICER	Y01	ANNUAL	39,642.72	41,069.60	42,550.56	44,079.36	45,668.48
			MONTHLY	3,303.56	3,422.47	3,545.88	3,673.28	3,805.71
			BIWEEKLY	1,524.72	1,579.60	1,636.56	1,695.36	1,756.48
			HOURLY	19.059	19.745	20.457	21.192	21.956

			STEP 6	STEP 7	STEP 8
	Y01	ANNUAL	47,309.60	49,013.12	50,776.96
		MONTHLY	3,942.47	4,084.43	4,231.41
		BIWEEKLY	1,819.60	1,885.12	1,952.96
		HOURLY	22.745	23.564	24.412

APPENDIX B

JUVENILE DETENTION OFFICER'S PAY PLAN

Reflects a 2.5% increase
Effective August 18, 2016
3.6% between steps

CLASS CODE	CLASSIFICATION TITLE	PAY GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
7860	JUVENILE DETENTION OFFICER	Y01	ANNUAL	40,632.80	42,097.12	43,613.44	45,181.76	46,810.40
			MONTHLY	3,386.07	3,508.09	3,634.45	3,765.15	3,900.87
			BIWEEKLY	1,562.80	1,619.12	1,677.44	1,737.76	1,800.40
			HOURLY	19.535	20.239	20.968	21.722	22.505

			STEP 6	STEP 7	STEP 8
	Y01	ANNUAL	48,493.12	50,238.24	52,045.76
		MONTHLY	4,041.09	4,186.52	4,337.15
		BIWEEKLY	1,865.12	1,932.24	2,001.76
		HOURLY	23.314	24.153	25.022