

Resolution No: 771  
ADOPTED: November 5, 2019

**BOARD OF COUNTY COMMISSIONERS  
DOUGLAS COUNTY, NEBRASKA**

**RESOLVED**

**WHEREAS**, Douglas County has a labor contract with the Fraternal Order of Police, Lodge #8 ('F.O.P. 8', 'union'), representing covered employees within the Douglas County Department of Corrections; and,

**WHEREAS**, that contract expired on June 30, 2018, and the parties have negotiated a new five-year contract for the term effective July 1, 2018 through June 30, 2023; and,

**NOW THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS, DOUGLAS COUNTY, NEBRASKA**, that the attached labor contract with the F.O.P. 8, is hereby approved and adopted, and the Chair of this Board is authorized to execute said contract on behalf of Douglas County.

DATED this 5<sup>th</sup> day of November, 2019.

Motion by Boyle, second by Duda to approve. I move the adoption of the resolution.  
Adopted: November 5, 2019  
Yeas: Borgeson, Boyle, Cavanaugh, Duda, Kraft, Morgan, Rodgers

(CERTIFIED COPY)



Daniel A. Esch  
Douglas County Clerk

Resolution No: 771  
ADOPTED: November 5, 2019

**CONTRACT**  
**DOUGLAS COUNTY, NEBRASKA**  
**AND**  
**CORRECTIONS BARGAINING UNIT**  
**F.O.P. LODGE NO. 8**  
**July 1, 2018 – June 30, 2023**

**COUNTY OF DOUGLAS - OFFICIAL RECORD**

INDEX

|                   |  |                |
|-------------------|--|----------------|
| ARTICLE 1         | RECOGNITION  | Page 3         |
| ARTICLE 2         | MANAGEMENT RIGHTS  | Page 3         |
| ARTICLE 3         | CHECK-OFF  | Page 3         |
| ARTICLE 4         | BULLETIN BOARDS  | Page 4         |
| ARTICLE 5         | NO STRIKES AND LOCKOUTS  | Page 4         |
| ARTICLE 6         | GRIEVANCE PROCEDURE  | Page 5         |
| ARTICLE 7         | UNION STEWARDS   | Page 6         |
| ARTICLE 8         | PROBATIONARY & TRIAL PERIODS                                   | Page 7         |
| ARTICLE 9         | HOURS OF WORK  | Page 8         |
| ARTICLE 10        | OVERTIME AND CALL IN PAY                                       | Page 10        |
| ARTICLE 11        | SICK LEAVE   | Page 13        |
| ARTICLE 12        | VACATION LEAVE   | Page 15        |
| ARTICLE 13        | HOLIDAYS   | Page 17        |
| ARTICLE 14        | OTHER PAID LEAVES  | Page 19        |
| ARTICLE 15        | ALLOWANCE FOR UNIFORMS   | Page 20        |
| ARTICLE 16        | SENIORITY  | Page 21        |
| ARTICLE 17        | PROMOTIONS OR VACANCIES IN RANK                                | Page 22        |
| ARTICLE 18        | ASSUMPTION OF DUTIES ABOVE CLASSIFICATIONS                     | Page 24        |
| ARTICLE 19        | SAVINGS CLAUSE   | Page 25        |
| ARTICLE 20        | MISCELLANEOUS PROVISIONS                                       | Page 25        |
| ARTICLE 21        | INSURANCE AND PENSION PROGRAMS                                 | Page 26        |
| ARTICLE 22        | NON-DISCRIMINATION   | Page 27        |
| ARTICLE 23        | DRUG TESTING PROGRAM   | Page 28        |
| ARTICLE 24        | INJURED ON DUTY POLICY   | Page 28        |
| ARTICLE 25        | TEMPORARY LIGHT DUTY   | Page 29        |
| ARTICLE 26        | DISCIPLINE   | Page 31        |
| ARTICLE 27        | BILL OF RIGHTS   | Page 31        |
| ARTICLE 28        | TUITION REIMBURSEMENT  | Page 33        |
| ARTICLE 29        | LONGEVITY  | Page 34        |
| ARTICLE 30        | BILINGUAL PAY  | Page 34        |
| ARTICLE 31        | WAGES  | Page 35        |
| ARTICLE 32        | DURATION OF AGREEMENT  | Page 38        |
| <i>APPENDIX A</i> | <i>AUTHORIZATION FOR PAYROLL DEDUCTIONS</i>                    | <i>Page 39</i> |
| <i>APPENDIX B</i> | <i>AUTHORIZATION CANCELLATION</i>                              | <i>Page 40</i> |
| <i>APPENDIX C</i> | <i>CONSENT FORM FOR DRUG AND<br/>ILLICIT SUBSTANCE TESTING</i> | <i>Page 41</i> |

## ARTICLE 1 - RECOGNITION

**Section 1.** The County recognizes the Fraternal Order of Police, Lodge 8, also referred to herein as both "the union" and "the F.O.P.", as the sole and exclusive representative for the following employees of the Corrections Department: Corrections Officer I, Corrections Officer II, Corrections Officer III, Corrections Officer IV, and the Classification Department employees, excluding all part-time, seasonal and temporary employees.

**Section 2.** Full-time employees of the Correction Department will include uniformed and non-uniformed personnel exercising the authority of a Corrections Officer.

## ARTICLE 2 - MANAGEMENT RIGHTS

**Section 1.** Except where limited by express provisions of this Agreement, nothing herein will be construed or interpreted to restrict, limit or impair the right, powers and authority of the County heretofore possessed and hereafter granted by virtue of law, regulations or resolution. These rights, powers and authority include, but are not limited to, the right to manage and supervise all of its operations and establish work rules, regulations and other terms and conditions of employment not inconsistent with the specific terms of this Agreement.

## ARTICLE 3 - CHECK-OFF

**Section 1.** The County will, in accordance with the provision of this Article, deduct certified regular monthly union dues from the pay of each employee, provided that at the time of such deduction the County has in its possession written authorization, executed by the employee, in the form attached hereto marked Appendix A.

**Section 2.** Such written authorization may be canceled or revoked by the employee by written notification thereof to the F.O.P. and County on the form prescribed in Appendix B. Employees will be responsible for submitting the withdrawal form to payroll.

**Section 3.** The effective date of written authorization or written cancellations or revocations will be the first day of the check-off payroll period immediately following receipt by the County and F.O.P.

**Section 4.** The County will, within ten (10) days from the pay date of such payroll deductions, remit to the Treasurer of the F.O.P. the amounts thereof showing the names of the employees.

**Section 5.** The F.O.P. agrees to indemnify and hold the County harmless against any and all claims, suits, orders or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this Article.

**Section 6.** Notwithstanding the terminology of any written authorization executed by an employee prior to the date of this Agreement and in the possession of the County, it will be effective in accordance with the terms of this Article.

**Section 7.** The County will check-off only certified monthly dues for the payroll period involved. If the pay of the employee is insufficient to permit such check-off, such dues will not be deducted from subsequent pay periods. In such event, it will be the F.O.P.'s responsibility to collect these dues from the employee.

If the County deducts dues pursuant to the provisions of this Agreement and the employee has made a duplicate payment to the F.O.P. directly, it will be the responsibility of the employee to collect such duplicate payment from the F.O.P.

**Section 8.** The F.O.P. will provide the County thirty (30) days written notice of any certified change in the amount of monthly F.O.P. dues.

#### **ARTICLE 4 - BULLETIN BOARDS**

**Section 1.** The County will provide the F.O.P. with reasonable bulletin board space at locations reasonably calculated to reach bargaining unit employees.

**Section 2.** Posted notices will not contain anything political, anything personal, or anything reflecting adversely upon the County or any of its employees. Any and all posted notices will be signed by the President of the F.O.P. or his/her designee.

**Section 3.** Any authorized violation of this Article will entitle the County to immediately cancel the provisions of this Article and to prohibit the F.O.P. from further use of the Bulletin Boards.

**Section 4.** All posted notices will be on F.O.P. stationery.

#### **ARTICLE 5 - NO STRIKES AND LOCKOUTS**

**Section 1.** It is understood that there will be no strike or any other concerted work stoppage during the life of this Agreement. The F.O.P. agrees not to sanction any such strike or concerted work stoppage during the life of this Agreement.

**Section 2.** Upon written notification of any alleged strike or concerted work stoppage, the F.O.P. will advise the employee of this provision of the contract and the appropriate provisions of Nebraska law. Such notifications will not constitute an admission that a strike or concerted work stoppage is in progress or that any particular employee has violated these provisions. The F.O.P. may provide legal representation for the employees.

**Section 3.** The County agrees not to lockout any employees during the life of this Agreement.

**Section 4.** The F.O.P. will not be in breach of contract where the acts or actions herein before enumerated are not caused or sanctioned by the F.O.P.

**Section 5.** The County agrees not to lock the employees in at the end of their shift for the purpose of requiring overtime.

**Section 6.** No employee will suffer loss of wages due to building shutdown, to include natural disasters, fire or mechanical failure.

## ARTICLE 6 - GRIEVANCE PROCEDURES

**Section 1.** "Grievance", as defined in this Agreement, is a claim of an employee arising during the term of this Agreement, which is limited to matters of interpretation or application of express provisions of this Agreement, excluding, however, verbal reprimands.

The County and the Union agree to develop a grievance form, and that form will be made available from the Director or Union Officers. That form will be recognized as the only form acceptable in filing a grievance.

**Section 2.** The Douglas County Civil Service Regulations and the Department of Corrections Standard Operating Procedures will be considered a part of this agreement, except where in conflict with the terms thereof. Additionally, the Director shall issue no departmental policies that are in conflict with the terms of this agreement.

**Section 3.** Any grievance submitted under the provisions of this Article may be presented and processed individually by the employee, by the employee and the Union, or by a representative of the employee's choice. Where an employee processes grievances individually, or through a representative in the Union, the Union will have the right to intervene at any step of the grievance procedure.

**Section 4.** Any written grievance will designate the specific Article(s) and Section(s) of this Agreement or the written Douglas County Civil Service Regulation(s) or Department of Corrections Standard Operating Procedures upon which the grievance is based together with the reason therefore.

**Section 5.** The term "days" as used in this Article will mean calendar days.

**Section 6.** A Labor Management Committee will be established. Membership will be comprised of two Union members selected by the FOP President; two Non-Union members selected by the Director of Corrections and one mutual pick agreed to by the FOP President and the Director of Corrections. For the purpose of this Article, the Labor Management Committee will review Step 2 grievances and make a recommendation to the Director of Corrections as to their disposition.

**Section 7.** The following procedure will be used in the submission of a grievance, as defined in Section 1 hereof.

**Step 1.** The employee will present, in writing, his/her grievance to the F.O.P. Grievance Review Board within ten (10) calendar days from the date on which the employee became aware of such grievance. The F.O.P. Grievance Review Board will review the matter and will respond in writing to the employee presenting the grievance within ten (10) calendar days from its presentation as to the merits of the grievance. If, in the written opinion of the F.O.P., the employee's grievance is without merit, the F.O.P. may preclude itself from representation of the grievance.

**Step 2.** If the employee wishes to pursue his/her grievance, he/she will present, in writing, his/her grievance to the Labor Management Committee within ten (10) calendar days from the date on which the employee was given the written response from F.O.P. Grievance Review Board. A copy of the correspondence between the employee and the F.O.P. Grievance Review Board will be presented to the Labor Management Committee. The Labor Management Committee will address the merits of the grievance and make its recommendation(s) to the Director of Corrections or his/her designee. The Labor Management Committee will respond in writing to the

employee presenting the grievance within ten (10) calendar days from its presentation. If the Labor Management Committee finds that the grievance does not have merit, it must provide in writing the reason(s) why it found the grievance to have no merit.

**Step 3.** If the employee wishes to pursue his/her grievance, he/she must present the grievance in writing to the Director or his/her designee within ten (10) calendar days from the date on which the employee was given written response from the Labor Management Committee.

**Step 4.** If satisfactory settlement is not reached under Step 3, the grievance may be appealed to the Civil Service Commission. The appeal shall be made within ten (10) calendar days from the date of the response provided in Step 3. If possible, a public hearing will be held within fourteen (14) days from receipt of said grievance. The Civil Service Commission will issue its finding and decision within ten (10) calendar days of said hearing.

**Section 8.** Any time limitation provided herein may be waived or extended in writing by mutual agreement of the parties involved. Any grievance not processed within the time limitations provided herein will constitute withdrawal of the same.

**Section 9.** Any grievance filed which resulted from disciplinary action will be appealed directly to Step 4 of Section 6 within ten (10) days after the employee receives notification of the disciplinary action.

**Section 10.** The employee may withdraw his/her grievance at any step in the procedure.

**Section 11.** If the County determines that it will miss a deadline at Steps 2 or 3 of *Section 7*, the County will be granted an extension of up to 30 days, provided that the Director or his/her designee gives the employee who filed the grievance prior written notice of the need for an extension. Failure to respond to a grievance by the end of the 30-day extension will constitute a settlement of the grievance in the employee's favor.

## ARTICLE 7 - UNION STEWARDS

**Section 1.** The County shall recognize the union stewards that are designated in writing to the Director of Corrections by the Union President.

**Section 2.** The designated steward for the contract period may, at the employee's option, be present at any and all meetings that result from a grievance filed by the employee, or from disciplinary action against the employee, at the steward's regular rate of pay. This provision will also include any and all matters paramount to an employee in any meeting, or in any action, brought either personally or before the Civil Service Commission. Steward time spent performing the duties of this section will not count toward the total union time specified in Section 4.

**Section 3.** Union representatives, not to exceed four (4) in number, will be paid regular pay for time in actual negotiations at the table when negotiating with the county negotiator(s). These hours will not be included in computation of overtime at any corrections unit. Time spent performing the duties of this section will not count toward the total union time specified in Section 4.

**Section 4.** The Union president and/or two of his/her appointed union members may be excused to attend regular and emergency meetings, as well as State and National F.O.P meetings, and will suffer no loss of pay, provided that they are excused only for the actual time of the meeting and that no overtime hours will be incurred by the necessity of someone needing to cover the respective officer's shift and/or absence for said meeting. The schedule of these meetings will be provided to administration as soon as the F.O.P. is so advised. Travel time to and from out of town meetings will be counted as hours worked. For purposes of this section, the collective total amount of excused, paid time off will not exceed five-hundred twenty-eight (528) hours per contract year.

**Section 5.** The County will assign the Union president to "B" shift without regard to seniority during the duration of his/her presidency.

## **ARTICLE 8 - PROBATIONARY & TRIAL PERIODS**

**Section 1.** All newly hired employees will serve a probationary period of twelve (12) months from the date of hire. In the event a probationary employee is absent for any reason in excess of six (6) consecutive working days, not including approved compensatory time, his/her probationary period will be extended by the number of days the employee was absent.

**Section 2.** All newly hired probationary employees are prohibited from using the grievance procedure for any disciplinary action including discharge until the completion of the first twelve (12) months of employment.

**Section 2A.** The newly hired employee will not be allowed to use any paid vacation or sick leave benefits during the first six (6) months of probation. However, newly hired employees are eligible to use earned compensatory time during probation. When a newly hired employee has completed the first six (6) months of probation, the employee will become eligible to utilize vacation, and sick leave benefits, in relation to the amount of vacation, and sick leave earned by the employee.

**Section 2B.** Employees who transfer from another County Department to Corrections are eligible to use sick and vacation leave prior to completion of their probationary period, if the employee has worked for Douglas County for a minimum of one year.

**Section 3.** Promoted employees will serve a ninety (90) day trial period from the date of promotion. The purpose of the trial period is to determine the employee's ability and desire to perform the work. If the County is not satisfied with the employee's performance during the trial period, or if the employee desires to return to his/her former position, such employee will be reinstated to his/her former position, or one similar thereto, without loss of seniority and at a salary not lower than that received by the employee in such former position at the time of promotion. In the event an employee, during their promotional trial period, is absent for any reason in excess of six (6) consecutive working days, not including approved compensatory time, his/her trial period will be extended by the number of days the employee was absent.

**Section 4.** When the employee is reinstated to his/her former position at the insistence of the County during the trial period, the employee will be advised in writing by the County as to the reasons therefore. Such action is not subject to the grievance procedure, but may be appealed to the Douglas County Civil Service Commission pursuant to the Commission's rules and regulations.

**Section 5.** Employees will not be eligible for promotion during a probationary period as provided in this Article.

## ARTICLE 9 - HOURS OF WORK

**Section 1.** Each regular scheduled work shift will have a regular starting and quitting time. Such hours will be consecutive and not split.

**Section 1A.** The employees may be required to attend a pre-shift briefing, for up to fifteen minutes, immediately prior to the start of each shift. Such briefings shall be excluded from the overtime provisions of Article 10 of this Agreement and shall be paid at straight time for time in attendance.

- a. The first five minutes of each pre-shift briefing shall be used by the employees to check out their equipment and proceed to the briefing.
- b. If an employee is currently at work, and is either scheduled, held over or volunteers to work a consecutive shift, which prevents him/her from being able to leave his/her post to attend the pre-shift briefing, the Director or his/her designee may excuse that employee from attending that briefing.
- c. If an employee is currently at work, and is either scheduled, held over or volunteers to work a consecutive shift, and the employee actually attends the pre-shift briefing for the second shift, the pre-shift briefing time shall be considered as hours worked for the purposes of computing overtime.
- d. If an employee is called into work pursuant to the provisions of Article 10, Section 2 (call-in pay), the employee shall be paid time and-one half for the time spent in the pre-shift briefing.

**Section 2.** The bidding for shift and days off will be based on classification seniority (Classification Officer, COI, COII, COIII and COIV). The bidding for vacation will be based on department seniority, which means length of continuous service with the Department of Corrections, regardless of classification. The minimum staffing requirement for COI and COII female officers assigned to each shift will be determined by the staffing needs of the department prior to the beginning of each shift bid.

Female staffing requirements for each shift may be modified to meet the needs of the facility. In the event the number of female bidders (COI and COII) fails to satisfy the minimum female staffing requirements, any combination of female COI and COII volunteers shall have preference filling the vacant positions based on departmental seniority. If the minimum female officer staffing requirements are not filled by volunteers, the minimum requirement will be filled by inverse seniority from within the COI female officer classification list, then to inverse seniority from the COII female officer classification. The least senior CO I officer(s) shall be removed to meet female staffing requirements regardless of female CO I or CO II seniority classification.

**Section 2A.** Bid Board Procedures for determining shifts and days-off will be developed jointly by Corrections Administration and the FOP. A seniority list will be maintained by the County and will be posted for membership review on or before the first Monday in April and in October of each year. Each list will remain posted until the conclusion of each bidding process for shifts and days-off. The bid selection process will begin on the first Tuesday in May and in November of each year.

The FOP President plus two (2) of his/her appointed union members will be included as participants in the 'Bid Board Procedure' (bid selection process). Preliminary results of the bid selection will be posted within 48 hours of the conclusion of the overall bidding process.

The date upon which the shift will start will be determined by mutual agreement between the Director and the FOP 8 President.

All shift bidding and days off bidding will be controlled by classification seniority, except where Nebraska State Law and Nebraska Jail Standards dictate the staffing of female officers.

**Section 2B.** Corrections Officers (I, II, III, IV) who are absent from their regular duty post for an extended period of time (over 90 days) will not take part in the bidding process. Upon that employee's return to regular duty, they will be awarded the shift, days off and vacation that they are entitled to, based on his/her seniority. Such officers must comply in all other respects (time the bid is due, etc.) with all other bid requirements.

**Section 2C.** If a vacancy occurs in a C/O III or C/O IV position, which has two or more months left on its shift bid, and management determines to promote someone to fill that position/shift/days off, current employees in that classification shall be allowed to bid for that vacant shift and the bid shall be awarded based on seniority. Any newly promoted employee will be assigned to the shift vacated through such bidding process for the remainder of that bid period.

**Section 2D.** The following positions shall be considered non-bid positions:

- Case Management Supervisor
- Key and Tool Supervisor
- Key and Tool Officer
- Supply and Inventory Officer(s)
- Sanitation Officer
- OPR Office of Professional Responsibility
- Projects Coordinator
- Community Corrections
- ACA Compliance Officer
- Training Division Personnel: up to 1 Lieutenant, 2 Sergeants and 1 COII assigned to this Division is within the Director's discretion. Any addition to this list requires the mutual consent of the Director of Corrections and the FOP 8 President.

These positions shall be filled utilizing an interview process and shall serve at the pleasure of the Director of Corrections. The ranking order of eligible candidates shall be maintained to fill future vacancies and overtime needs for these positions for one year from the date of the interview. If one of these positions becomes vacant after one year, the interview process will be conducted again and a new ranking list created.

Any additions or deletions to this list of approved non-bid positions will require the mutual consent of the Director of Corrections and FOP 8 President.

The Department shall conduct a staffing analysis on an annual basis. The Department shall allow the FOP 8 President or his/her designee to participate in a meeting to discuss the findings of the staffing analysis report.

**Section 3.** The Department of Corrections' workweek is defined as a period of seven (7) consecutive days commencing at 2300 hours on a Saturday and continuing through 2300 hours on the subsequent Saturday. The normal workweek for full time employees will consist of eight (8) hours a day and forty (40) hours within the payroll workweek.

Each workday is defined by three shifts: 'A', 'B', and 'C' shift. Normal (standard) workday shift times include: 'A' shift 2300 hours to 0700 hours ; 'B' shift 0700 hours to 1500 hours ; 'C' shift 1500 hours to 2300 hours. The 'A' shift workweek begins on a Saturday, however, the workday itself is defined and/or referred to by the calendar date on which the time of the shift ends (0700 hours).

**Section 4. Shift Trades.** Trading of shifts will be allowed pursuant to Departmental policy, provided that trades do not adversely impact the operational needs of the Department. This provision will sunset on June 30, 2023, unless extended through a written agreement of both the County and the Union.

**Section 5.** The employee work period within any twenty-four (24) hour period will constitute the regular workday.

**Section 6.** A lieutenant will be on duty at all times. For the purposes of this section the term "lieutenant" will refer to all personnel holding the classification of COIV or COIII assigned as provided for in *Article 18, Section 3*.

If more than one lieutenant is scheduled to work a shift and their absence will not incur any additional overtime, then the vacation will not be denied based on *Article 12, Section 12* of this agreement. This vacation time can be taken without regard for the 24 hour notification rule.

In the event that a shift has more than one lieutenant and another shift has none, a lieutenant can elect to voluntarily report to the vacant shift for all or part of the absence. This will be done in lieu of their regular shift.

If there is more than one lieutenant requesting the open shift then the opening will be filled based on classification seniority.

If no volunteers are found then *Article 10, Section 5, Paragraph (a)* will be utilized regarding ordered overtime.

In the event that no lieutenant is available for duty then the Director or designated representative will make the necessary determination to fill the opening.

The Director or his/her designee will ensure that there are three lieutenants assigned to each shift.

## **ARTICLE 10 - OVERTIME AND CALL IN PAY**

**Section 1.** Overtime will be paid to employees in the bargaining unit at a rate of one and one-half (1 ½) times the normal regular rate for the employee for all hours worked in excess of eighty (80) in a fourteen (14) day work period.

**Section 2.** Where an employee is called to duty during his/her off duty time and such time does not merge with his/her regularly scheduled duty shift, such employee will be paid for a minimum of two (2) hours at the rate of one and one-half (1 ½) times or the actual number of hours worked at the rate of one and one half (1 ½) times, whichever is greater.

**Section 2A.** The following will be constituted as hours worked: Holidays, jury duty, funeral leave, compensatory time and vacation. The following will not be constituted as hours worked: Sick leave and FMLA leave (paid or unpaid).

### Section 3. Voluntary Overtime

- (a) Staff at the Correctional Center and Community Corrections who are interested in working overtime will sign up for overtime using the department's computer-generated staffing software. It is the employee's responsibility to check to see if they have been awarded overtime. Employees who fail to report for an awarded overtime may face disciplinary action.

Correctional officer classifications may volunteer to work up to twenty-four (24) hours of overtime in a workweek (Sunday-Saturday). Correctional Officer classifications will not work more than two (2) consecutive overtime workdays. An overtime workday is defined as a combination of regular hours and/or overtime hours in excess of 12-hours within a 24-hour period. This includes one workweek to the next. No employee shall work more than 16 hours in any 24 hour period.

- (b) When awarding overtime within classification preference will be given based on classification seniority. When awarding overtime outside of classification, preference will be given based on bargaining unit seniority.
- (c) Employees will be allowed to work one classification step up or one classification step down. However, Sergeants will not be allowed to work for Lieutenants. There must be a Lieutenant working at all times.
- (d) The employee can designate a preference of location to work and management will try to accommodate that request. Management retains the right to schedule personnel according to the needs of the department.
- (e) Employees who wish to cancel previously awarded overtime must do so using the computer generated staffing program or by contacting the Staffing Coordinator at least four (4) hours prior to the start of the shift in which the overtime is to occur. Only the Staffing Coordinator can reissue the cancelled overtime. Employees may not give or trade awarded overtime to other employees. Employees who cancel their voluntary overtime will not be eligible to work another employee's overtime on the day of the cancelled overtime.
- (f) The Staffing Coordinator will award overtime at least 48-hours prior to the start of the overtime shift. A record of awarded overtime shall be maintained in the Computer Generated Staffing Program. Employees who opt to split their overtime must notify the Staffing Coordinator at least 48 hours in advance of the overtime shift. Failure to notify the Staffing Coordinator of the desire to split the shift will require the employee to work the full 8-hour overtime if it is still needed.
- (g) If overtime becomes available within the eight (8) hours prior to the start of a shift, on-duty employees in the main facility or Criminal Justice Center working the preceding shift who have signed up for overtime in the Computer Generated Staffing Program will have priority.
- (h) Any errors in awarding of overtime shall be identified, remedied, and tracked as outlined in the Department of Corrections' Overtime Policy. Under no circumstances is the Department obligated to compensate employees for hours not worked.

**Section 4. Ordered Overtime.**

- (a) If staff requirements are not met by volunteers, and if overtime is required for the succeeding shift, ordered overtimes will be done from the least senior employee to the most senior employee, from the available employees within classification working the preceding shift. For purposes of this section only (Section 4), the separate classifications of 'Correctional Officer I' and 'Correctional Officer II' will be considered as a single classification. A single combined list of these classifications will be used for the purposes of this section.
- (b) All bargaining unit classifications may only be ordered to work three (3) ordered overtimes in one workweek. Bargaining unit classifications shall not be ordered to work more than two (2) consecutive sixteen (16) hour work days. This includes one workweek to the next.
- (c) After an employee has been ordered to work overtime, his/her name will be placed at the bottom of the ordered overtime list maintained in the Computer General Staffing Program within his/her assigned shift until all others have been ordered to work. This same process will be followed until all employees have met the three (3) ordered overtimes worked within the employee's scheduled work week.
- (d) Where an employee has been ordered to work overtime once, he/she will not be ordered to work a 2nd overtime until all other employees on duty within their assigned shift and by classification and inverse seniority have been ordered to work once.
- (e) If an employee is working overtime on a shift that is not their assigned shift, that employee will not be considered available to be ordered for overtime.
- (f) Employees cannot be ordered to work overtime on their final shift in a five day work cycle. Lieutenants (COIV) can be ordered on their final shift when there is no other lieutenant available.
- (g) Failure to respond to an ordered overtime will be considered an insubordinate act.

**Section 5. Compensatory Time.**

- (a) Employees may opt to take compensatory time in lieu of overtime pay. Compensatory time will be computed in the same manner as overtime hours. Compensatory time will be available for employee use 48 hours after it is worked.
- (b) Employees will choose at the time they sign up for overtime in the Computer Generated Staffing Program whether they want to be paid for their overtime or accrue compensatory time. Once the overtime has been awarded employees may only change their election (pay or compensatory time) by contacting the Administrative Sergeant. Once the overtime has been worked, no change in election is allowed.
- (c) Employees who work a holiday may opt to take compensatory time in lieu of money; however, the employee is required to make this election to the Administrative Sergeant prior to the start of their shift. Once the holiday shift has been worked, no change in election is allowed. Compensatory leave will be computed the same as holiday pay.

- (d) Accumulated compensatory leave time will not exceed 240 hours at any given time. Once 240 hours of compensatory leave time has been accrued, employees will be paid for any additional overtime hours worked at the normal overtime rate of pay, as specified in this contract.
- (e) Compensatory leave will be granted the same as vacation leave on a first come, first served basis without regard to classification or seniority unless there is more than one applicant for the same compensatory leave dates. In this case, departmental seniority will take precedence.
- (f) Upon termination, resignation or retirement, the employee will be paid for all accrued compensatory leave time, at the regular rate, as specified in this contract.
- (g) Compensatory leave will not be deducted from the employee until it has been used. The employer will not hold compensatory leave after the employee submits a slip for said leave.
- (h) Subject to the approval of the Director, employees may elect to voluntarily cash in all or any portion of their accumulated compensatory time, STO accrual, and Holiday leave accrual, except during the months of May and June.

**Section 6.** Employees working overtime will be entitled to a one half-hour (1/2) paid break within the hours listed below:

- "A" shift-between 6 am and 10 am;
- "B" shift between the hours of 2 pm and 6 pm;
- "C" shift between the hours of 10 pm and 2 am.

Lieutenants will also be allowed to take a one-half (1/2) hour break as long as they remain in radio contact with the facility.

## **ARTICLE 11 - SICK LEAVE**

**Section 1.** Full time employees will earn sick leave at the rate of the fourteen days per year pro-rated over the number of pay periods in each year.

**Section 2.** An employee using sick leave may be asked to provide medical certification to the Sick Leave Committee if there is an indication of sick leave abuse. For sick leave of five (5) or more consecutive working days, the employee must submit to the Director of Corrections medical certification (verification of being seen by a health provider and clearance to attend/perform work). Failure to provide a medical certification, if requested, could result in the denial of sick leave and/or discipline.

**Section 3.** If an employee has been absent for a period of ten (10) working days or longer, it will be necessary to see the County's doctor at the County's expense, if requested by the Sick Leave Committee, in addition to bringing a certified release from the employee's doctor. Failure to observe this regulation will exempt an employee from the active payroll.

**Section 4.** When an employee is absent because of injury or sickness covered by the Nebraska Workers' Compensation Act, such employee may utilize earned sick leave to the extent that when added to the compensation payable under Workers' Compensation it will equal the employee's regular rate of pay.

**Section 5.** When an employee has exhausted earned sick leave or where under the circumstances is not eligible to utilize earned sick leave, the employee may apply to the Director of Corrections for unpaid medical leave pursuant to *Civil Service Personnel Policy Manual, Article 16*.

**Section 6.** The employee will be entitled to unlimited accrual of earned unused sick leave; however, one-hundred eighty (180) days of sick leave only will be paid at the rate of regular pay, payable at times of illness or injury where the employee is unable to work according to terms set forth elsewhere in this contract, defining sickness or injury.

**Section 6A.** Accumulated unused sick leave will be applied to pension benefits at the time of retirement on a one (1) for one (1) basis.

**Section 6B.** There will be no retroactive credits to be applied prior to the effective date of this contract.

**Section 7.** An employee who, because of outside employment, becomes sick or injured as a result of such outside employment will not be eligible to use sick leave under the terms and conditions of this contract.

**Section 8.** If an employee is unable to report to work because of illness or accident, the employee will call in and advise the Watch Commander two (2) hours in advance of his/her shift; officers assigned to community corrections will call-in two (2) hours in advance pursuant to Department policy. A violation of the two-hour call-in work rule could lead to disciplinary action.

**Section 8A.** For purposes of computing overtimes, sick leave does not count as hours worked.

**Section 8B.** When an employee resigns, sick leave will not be paid for the period of time between date of resignation and the last day of employment. An exception to this would be made in cases involving employees on workers' compensation leave.

**Section 9. Sick Leave Committee.** There is hereby created a sick leave committee consisting of five (5) members, two (2) appointed by the Union, two (2) appointed by Management, and one (1) member mutually agreed upon by the parties. The sick leave committee will meet as needed to review the records of employees' sick leave usage. In the event that the committee believes than an employee is abusing sick leave, the committee will interview the employee and, after said interview will make recommendations to the Administration in writing if the committee believes disciplinary action is necessary. In determining whether or not the committee believes that a particular employee's sick leave usage constitutes abuse, the committee shall follow the departmental policy on sick leave usage.

**Section 10.** Calling in sick on a holiday will cause the employee to lose both holiday pay and sick leave hours used.

**Section 11.** Employees shall be entitled to use up to five (5) of their earned sick days per year to care for an immediate family member (parent, spouse or children) for non-FMLA qualifying events. This allotment will be considered as part of the eighty (80) hours per year that employees may use annually for FMLA qualifying events pursuant to *Douglas County Civil Service Personnel Policy Manual Article 17*.

**Section 12.** In the event of an on-duty death, the employee's beneficiary shall be paid for any sick leave not applied to pension benefits. Pay shall be based on the member's hourly pay at the time of death. The amount paid for unused sick leave shall not exceed twenty thousand dollars (\$20,000).

**ARTICLE 12 - VACATION LEAVE**

**Section 1.** For full time employees, vacation leave will be earned each payroll period where the employee has worked or been on paid leave fifty percent (50%) or more of his/her regularly scheduled hours for such payroll period at a rate equivalent to the schedule shown below:

| YEARS OF CONTINUOUS SERVICE | VACATION LEAVE   |
|-----------------------------|------------------|
| 1 through 4 years           | 12 days per year |
| 5 through 9 years           | 15 days per year |
| 10 through 14 years         | 20 days per year |
| 15 or more years            | 25 days per year |

**Section 2.** Vacation leave may be used by an employee who has satisfactorily completed six (6) full months of his/her probationary period, in accordance with the provisions of this Article.

**Section 3.** Vacation leave bidding takes place twice each year and immediately following the shift and days off bidding process. Vacation leave bidding will be based on an employee's length of continuous service with Douglas County. Vacation bidding will consist of two (2) rounds of bidding. Following the two (2) rounds, all other vacation requests will be awarded as available (see Section 4). A 'first round' of vacation bidding will begin on the third Sunday of May and of November (0001 hrs) in each year and will end the following Friday (1600 hrs). A 'second round' will begin a week from the following Sunday (0001 hrs), and will end Friday (1600 hrs). Employees must have the time accrued when submitting time off slips during the vacation bidding process.

**Section 4.** After the conclusion of a 'second round' of vacation bidding, employees may submit his/her remainder vacation preferences using their bid form. With respect to vacation leave preference other than provided in Section 3, above, seniority will not be considered, but will be granted in sequence of application.

**Section 5.** Requests for time off shall be submitted at least twenty-four (24) hours in advance of the date and time of the requested vacation, unless vacation is being requested for an emergency situation. In emergency situations, the employee must detail the nature of the emergency and any time off will be subject to the Director of Corrections' approval. For non-emergencies, an employee may call and request time off inside the twenty-four (24) hour time window, however, these requests may or may not be granted at the discretion of the watch commander in accordance with administrative policy. No request will be granted that incurs overtime or results in a shift to run short, unless approved by the Director of Corrections.

**Section 6.** After employees have been given the opportunity to designate vacation leave preferences provided in Sections 3 and 4 above, the County will on or after August 1 of each year be permitted to schedule an employee for vacation leave to the extent that his/her unused leave at the end of the calendar year will not exceed 240 hours. In determining the amount of such scheduled leave, the County will presume that the employee would earn the amount of leave provided in Section 1, above, for the balance of the calendar year.

**Section 7.** The rate of vacation pay will be the employee's normal rate of pay at straight time in effect on the employee's day of work immediately preceding the employee's vacation period.

**Section 8.** Employees who are separated from the service of the County for any reason will be entitled to payment for their accumulated but unused vacation leave and compensatory time at the time of their separation.

**Section 9.** Vacation leave in excess of 240 hours will not be carried forward from one calendar year to the next calendar year.

**Section 10.** The term continuous employment as used herein means employment with Douglas County without a break or interruption; provided, however, that absence on approved leave, with or without pay, or lay-off for less than thirty (30) days will not constitute a break or interruption of employment within the meaning of this Section.

**Section 11.** An employee who becomes sick or injured during his/her regularly scheduled vacation and such illness or injury requires a visit to an emergency room or urgent care facility or in-hospital care treatment, the use of his/her vacation leave will cease and that employee will begin using his/her accrued sick leave. The employee must furnish certification of the hospital confinement, the emergency or urgent care facility visit, or in-hospital care treatment specifying the period of time directed to be off work. The provisions of *Article 11, Section 2* will also apply to these situations.

**Section 12.** Correctional Officers assigned to the Correctional Center will be allowed nine percent (9%) assigned to their shift to be off on vacation, holiday leave, special time off, and/or compensatory leave on a daily basis. Positions at the Criminal Justice Center that are required to be filled by a Correctional Officer from the Correctional Center will be considered part of the 9% referenced above. Positions for approved leave will be full '8-hour' positions that may be filled by any type and combination of leave hours to equal a full '8-hour' work shift, however, limited to increments of four (4) hours. Employees that are on leaves of absences of 30 days or longer will not be counted as assigned to the shift for vacation purposes. "Leaves of Absences" are defined as sick leave, Injured on Duty (IOD), Workers Compensation (W/C), or an unpaid leave of absence and/or military leave.

**Section 13.** Employees will take vacation leave increments of four (4) hours or more.

**Section 14.** When taking compensatory time off and/or vacation leave, the employee will not work the preceding shift or the succeeding shift that is in conjunction with the compensatory time off or vacation leave.

**Section 15.** All Vacation leave time will be available to an employee immediately and can be used as soon as it is earned. Vacation leave is not considered earned until the end of the pay period during which the leave accrues. To cancel vacation, compensatory or Special Time Off leave an employee must provide the administrative sergeant or his/her designee with 48 hours advance notice.

**Section 16.** Approved leave will not be deducted from an employee until it is actually used. With the exception of 'Sick Leave', if an employee does not have enough accrued leave time from the specific type of leave requested, Corrections' Payroll will automatically utilize any other type of leave available from the employee's balance(s), examples include, 'Vacation', 'Compensatory', 'Holiday', 'Scheduled Time Off (STO)', 'Floating Day Off/Holiday'.

## ARTICLE 13 - HOLIDAYS

**Section 1.** The following days will be recognized as paid holidays and observed on the dates established by the employer:

|                               |                        |
|-------------------------------|------------------------|
| New Year's Day                | Labor Day              |
| Martin Luther King's Birthday | Columbus Day           |
| President's Day               | Veterans Day           |
| Memorial Day                  | Thanksgiving Day       |
| Independence Day              | Day after Thanksgiving |
|                               | Christmas Day          |

Floating Day Off (1): With approval of Department Head; if employee is not able to use Floating Holiday, he/she will be paid one (1) duty shift. The floating day off shall not be carried over from one calendar year to the next.

**Section 2.** For the purpose of this contract, "custodial staff" shall be defined as those assigned to a shift responsible for the routine security of the facility on a 24 hour/7 days a week basis (regular work shift).

The holiday for "custodial staff" shall be the traditional day of the holiday (i.e. Christmas Day is December 25<sup>th</sup>, Independence Day is July 4<sup>th</sup>, etc.). "Custodial staff" must work the actual holiday, unless the holiday falls on their regular scheduled day off or they are granted leave pursuant to other provisions of this contract.

**Section 3.** For the purpose of this contract, "non-custodial staff" will include the position(s) within the divisions or programs listed below:

- Office of Professional Responsibility
- Training Division Personnel: up to 1 Lieutenant, 2 Sergeants and 1 COII assigned to this Division is within the Director's discretion. Any addition to this list requires the mutual consent of the Director of Corrections and the FOP 8 President.
- Tool and Key
- Emergency Specialist
- Programs Officer(s)
- Case Management
- Supply and Inventory Officer(s)
- Court Security
- Paint Detail
- Reentry Assistance Program
- Projects Coordinator
- ACA Compliance Officer

"Non-custodial staff", with the exception of Training, Court Security and Paint Detail, shall not work the traditional holiday unless otherwise instructed by the Director of Corrections or designee. Training, Court Security and Paint Detail, will be required to report to the designated watch commander for appropriate work assignments on the day of the traditional holiday, unless otherwise instructed by the Director of Corrections or designee.

**Section 4.** Newly hired probationary employees will not utilize a floating holiday during the first six months of their probationary period.

**Section 5.** Full-time employees will be eligible for holiday pay if they are on active payroll on the date of the holiday and if they work or are on an approved absence their last scheduled workday before and first scheduled workday after the holiday.

**Section 6.** Eligible full-time employees will receive as holiday pay their normal daily rate of pay, at straight time.

**Section 7.** When a holiday falls on a full-time employee's day off and no other day is celebrated per mutual agreement between the employee and the County for that holiday, such employee will receive an additional amount of pay equal to his/her normal daily rate of pay. This shall be known as "Holiday Pay". Alternatively, these employees may opt to take "Holiday Leave" in lieu of receiving holiday pay.

- Holiday Leave will be computed the same as holiday pay, and will be placed in a "holiday leave bank" for each employee. Holiday leave will be available for employees to use 96 hours after the holiday.
- Employees will notify the Administrative Sergeant no later than 24 hours in advance of the holiday if the employee desires Holiday Leave in lieu of Holiday Pay.
- Holiday Leave shall not exceed 60 hours at any given time for each employee. Once 60 hours of Holiday Leave has been accrued, employees will be paid for any additional Holiday Pay as specified in this contract.
- Requests to take Holiday Leave will be granted on a first come, first served basis without regard to classification or seniority unless there is more than one applicant for the same leave dates. In this case departmental seniority will take precedence.
- At any time, at his/her discretion, the Director or his/her designee may direct that all or part of an employee's Holiday Leave be converted to monetary compensation and paid to the employee. Once the employee has elected to be paid for the Holiday in the form of Holiday Leave, he/she may not elect to change their option and be paid monetary compensation.
- Upon termination, resignation or retirement, the employee will be paid for all accrued holiday leave time at the employee's normal daily rate of pay.

**Section 8.** If an observed holiday falls during a full-time employee's vacation period, such observed holiday will not be charged against the employee's vacation leave.

**Section 9.** Holiday pay will be defined as time worked for purposes of computing overtime pay which may result from holiday pay when it falls within the employee's regularly scheduled work week.

**Section 10.** Full-time employees required to work on the day in which any holiday listed in Section 1 is observed, will in addition to holiday pay provided in *Section 6* hereof for each shift worked, receive compensation at the rate of one and one half (1 ½) times the actual number of hours worked. Ordered overtime on Thanksgiving and Christmas shall result in compensation at two and one-half (2 ½) times the actual number of hours worked.

**Section 11.** Employees who want to take a holiday off will follow the same procedure as taking a vacation day off.

#### **ARTICLE 14 - OTHER PAID LEAVES**

**Section 1.** The County will comply with all laws and regulations covered by the Uniformed Services Employment and Reemployment Rights Act (USERRA).

**Section 2.** The County will provide employees with military leave with pay for a maximum of fifteen (15) work days in a calendar year. Military leave with pay pursuant to the provisions of this Section will be in addition to any other paid leave to which an employee is entitled. If used for weekend drill or a two-week drill, the employee shall designate on the leave request form the days that he/she will be at drill.

**Section 3.** Any employee who is on ordered and required active military duty for more than fifteen (15) work days per calendar year shall, for the period of active duty beyond fifteen (15) working days, receive such portion of his/her regular rate of County pay as will equal the loss he/she suffers while in the active service of the State or the United States.

**Section 4.** Where an employee is required by the County or is subpoenaed to testify in connection with his/her official duties in a matter pending before a Court or other administrative tribunal, such time will be considered hours of work. Any witness fee received by the employee will be paid to the County.

**Section 5.** Where an employee's attendance is required for Jury or Election Board duty, and the employee is scheduled to work that day, the employee shall be granted leave with pay to attend the Jury or Election Board duty, provided that:

- (1) The employee provides his/her immediate non-bargaining unit supervisor with at least one (1) week's advance notice of the required attendance for the Jury or Election Board duty; and,
- (2) The employee provides to Corrections administration a copy of the notice requiring his/her attendance at the Jury or Election Board duty; and,
- (3) The employee turns over to the County any check that they receive as compensation for attending the Jury or Election Board duty. However, the employee shall not be required to turn over any compensation they received for time in attendance at Jury or Election Board duty beyond eight hours in a particular day or if they are required to attend the jury or election board duty on their day off.

**Section 6. Funeral Leave.** Funeral leave will be granted to employees in the following manner:

- (1) Where there is a death of the employee's spouse, employee's children, step-children, (minor child with legal rights), or employee's parents the employee may utilize funeral leave not to exceed five (5) working days.
- (2) Where there is a death of an employee's current stepmother, current stepfather, current mother-in-law, current father-in-law, daughter/son-in-law, grandparents, brother, sister, stepbrother, stepsister, half brother or half sister, or grandchildren an employee may utilize funeral leave not to exceed three (3) days.

- (3) Where there is a death of a brother-in-law or sister-in-law not to exceed two (2) days.
- (4) Where there is a death of any person related by blood or marriage who is not more distant than a 2nd cousin, great aunt or great uncle or any person who at the time of death was a resident in the household of the employee, the employee may utilize up to one (1) day of funeral leave.
- (5) Vacation leave may be utilized by employees for funeral attendance and handling arrangements for non-blood relatives.
- (6) Funeral leave will be used by employees to attend the funeral and if needed, assist with arrangements.

**Section 7.** When extenuating circumstances are involved, the Director of Corrections or his/her designee may grant vacation leave to extend funeral leave. Staffing requirements must take precedence over the employee's request.

#### **ARTICLE 15 - ALLOWANCE FOR UNIFORMS**

**Section 1.** Corrections Officer(s) I, II, III, and IV, will receive a quarterly allowance of \$200.00 (to be paid the first pay period in January, April, July and October) for the purpose of purchasing and maintaining uniforms as described by the Director of Corrections.

In the event an employee resigns, is terminated or is absent for thirty consecutive working days prior to the completion of the quarter for which he/she or she was paid a uniform allowance, the employee will reimburse Douglas County at the rate of \$2.19 per day for each day remaining in the quarter.

**Section 2.** The County will require Classification Officers to wear a required uniform consisting of a shirt with Corrections insignia embroidered thereon. Classification Officer(s) shall receive an annual allowance of \$150.00 each year of their employment as Classification Officer for uniform maintenance/replacement.

Employees who are hired into the position of Classification Officer shall be provided with a one-time uniform allowance of \$150.00 to purchase the required uniform shirts at the time of hire and will thereafter receive the same annual allowance as all other Classification Officers in each subsequent year of their employment for uniform maintenance/replacement.

The uniform allowance shall be paid to the employee at the end of the first full pay period in January of each calendar year.

In the event a Classification Officer resigns, is terminated, or is absent for thirty consecutive working days prior to the completion of the year for which he/she received a uniform allowance, the employee shall reimburse Douglas County at the rate of \$0.41 per day for each day remaining in the calendar year.

**Section 3.** New employees as defined in *Article 8, Section 1*, who are required to wear a uniform must be in uniform after completion of two normal workweeks.

**Section 4.** The County will bear the expense of uniform replacement in case of destruction due to an on-duty action.

**Section 5.** Only approved outerwear, clothing and accessories, including headwear (with the exception of religious), may be worn while in uniform.

## ARTICLE 16 - SENIORITY

**Section 1.** "Bargaining unit seniority" is defined as the most recent date the employee started working at the Department of Corrections in a position covered by this bargaining unit. Labor and Management will assign a unique "Opportunity Number" to each employee covered by this bargaining unit and the opportunity number shall be a reflection of the employee's bargaining unit seniority. The lowest opportunity number shall be assigned to the employee with the earliest bargaining unit seniority date.

When two or more employees share the same bargaining unit seniority date, the employee with the earliest date of application for employment at the Department of Corrections in a position covered by this bargaining unit is the most senior.

When two or more employees share the same bargaining unit seniority date and the same date/time of application, the FOP Lodge 8 President or designee shall meet with the employees and a representative from management to resolve the ties and assign opportunity numbers. Ties shall be resolved by drawing lots.

"Classification seniority" is herein defined as an employee's continuous service within job classifications without a break or interruption except as provided in *Section 3* and *4* of this Article.

When two or more employees share the same date of classification, the employee with the earliest bargaining unit seniority date is the most senior. When two or more employees share the same date of classification and the same bargaining unit seniority date, the employee with the lowest opportunity number shall be the most senior.

**Section 2.** "Countywide seniority" is herein defined as an employee's continuous service with Douglas County without a break or interruption except as provided in *Sections 3* and *4* of this Article.

**Section 3.** The following will not constitute a break or interruption of service and seniority will continue to accumulate during the period(s) of time covered:

1. Unpaid leaves of absence or County layoffs of less than thirty (30) calendar days.
2. Absence due to injury or illness covered by Nebraska Workers' Compensation laws not to exceed one (1) year.
3. Military leave in accordance with applicable Federal and State Law.

**Section 4.** Employees will not accumulate seniority during periods of unpaid leaves of absence or layoff of thirty (30) calendar days or more. Upon the return of an employee from an unpaid leave of absence or layoff of thirty (30) calendar days or more, such employee will receive credit for service prior to such leave or layoff. An employee who is disciplined for 30 calendar days or more, which on appeal results in a reversal or modification of the discipline by the Civil Service Commission, will not lose seniority based on the incident.

**Section 5.** New employees will be added to the seniority list as of the date of their employment.

**Section 6.** Seniority lists covering bargaining unit employees will be posted in a conspicuous place within a reasonable time after the effective date of this Agreement and such seniority lists will be brought up to date and posted on May 1 and November 1 each year thereafter. If an error in seniority lists is noted by an employee, such error must be called to the attention of the Human Resources Director within thirty (30) days of posting. In the event there is no objection by the employee within the thirty (30) day period, his/her seniority as posted will stand. Employees on paid leave for the entire (30) days posting period will have seven (7) days after returning from said paid leave in which to object to the posted seniority list.

**Section 6A.** A copy of the seniority list will be given to the F.O.P. President and F.O.P. Secretary for record keeping purposes.

**Section 7.** Seniority will not in any manner affect or change the current practices and policies relative to retirement, disability and insurance benefits and plans unless otherwise modified by this Agreement.

**Section 8.** An employee's employment status as of the effective date of this Agreement will control for purposes of determining classification seniority. Where two or more employees have the same date of classification seniority, total county corrections seniority will be applied within that group as opposed to having an alphabetical listing prevail.

**Section 9.** An employee, in order to obtain a position on another shift, may exercise his/her seniority in obtaining said shift position. If it has been determined that a shift opening exists in his/her classification, it will be posted. If the top seniority employee within the classification does not elect to bid for the shift opening, the next employee in line has the right to bid for the shift opening. If second employee does not elect to bid for the shift opening, then the Director of Corrections will make the appointment.

**Section 10.** If an employee resigns, in writing, their position with the Department or retires, that employee loses all rights to rank and seniority as of their last working day, regardless of re-employment with the Department.

**Section 11.** If an employee is demoted for any reason, that employee will be returned to the seniority date they previously held in the lesser classification and their pay will be on the pay scale consistent with the step previously held in the lesser classification.

## **ARTICLE 17 - PROMOTIONS OR VACANCIES IN RANK**

**Section 1.** Promotional testing will take place once per year according to the following schedule: 'Sergeant/Correctional Officer III' will be scheduled during February and 'Lieutenant/Correctional Officer IV' will be scheduled during April.

A notice will be posted at the Department of Corrections advising employees of the promotional testing. The notice will be posted for a minimum of seven (7) days, during which time, interested employees must complete and submit an online application. Interested candidates must meet all applicable testing and eligibility requirements on or before the last day of the posting period.

**Section 2.** For the purpose of promotions to the rank of CO II, CO III and CO IV, the following experience requirements are applicable and will be based on the employee's most recent DCDC date of hire:

- In order to be eligible for promotion to Corrections Officer II, an employee must have a minimum of two (2) years experience as Corrections Officer I and have successfully completed the required CO II training.

Promotion is not compulsory and an eligible employee may elect to delay his/her advancement. The employee will remain as a Correctional Officer I, however will have the opportunity to promote to Corrections Officer II every year on their classification anniversary. Employees who have the same classification date and who choose to advance to Corrections Officer II will be promoted in order of opportunity number. The promotions will be spaced one (1) day apart so each employee has their own effective promotion date. It will be the employee's responsibility to inform the Director of Corrections or designee in writing of his/her desire to promote to Corrections Officer II as early as 30 calendar days before their classification anniversary date, however, no more than 30 calendar days after his/her classification anniversary date. An election by the employee to promote within the 30-day window after the date of his/her classification date will result in a new classification date (actual date of promotion).

One (1) year of Corrections Officer I experience may be substituted for prior Corrections Officer experience at another agency/entity as long as this verified experience was served within a three (3) year period prior to the employee's hire date at Douglas County Corrections. This provision is applicable solely to individuals with a hire date on or after November 1, 2020.

- In order to be eligible for promotion to CO III an employee must have a minimum of two (2) years in the Department as a CO II, pass the promotional test as prescribed by the Department of Corrections, have a satisfactory or better current performance evaluation and have had no discipline of any kind in the 365 days prior to the effective date of his/her promotion.
- In order to be eligible for promotion to CO IV an employee must have a minimum of five (5) years in the Department and two (2) years as a CO III, pass the promotional test as prescribed by the Department of Corrections, have a satisfactory or better current performance evaluation and have had no discipline of any kind in the 365 days prior to the effective date of his/her promotion.

**Section 3.** The promotional testing process will be administered by Douglas County Civil Service/Human Resources (HR) or an external entity. After the testing process is complete, the Douglas County Civil Service/Human Resources (HR) will review and compile a register of certified candidates for the position(s) and submit the list to the Director of Corrections.

The first phase of the promotional process shall consist of a written test, of which 75% or higher is needed to pass. Candidates for CO III and CO IV who pass the written test are eligible to participate in the second phase of testing which may incorporate one or more of the following elements: panel interview(s) and/or other formal assessment(s). Score and ranking shall consist of adding the written test score to the scores accumulated in the second phase of testing and any other additional points. All applicants who participate in promotional testing will be provided a final score and ranking no later than ninety (90) days from the written test date.

Additional points (CO III and CO IV) may consist of a maximum of ten (10) points for seniority, with one (1) seniority point given for each year of service after the minimum qualifications for the position have been met, and a maximum of ten (10) points for a degree from an accredited college or university

(ten points for a bachelor's degree and five points for an associate's degree). Additional points (CO III and CO IV) may also consist of five (5) points for active or discharged/retired military service. An inactive service member will qualify for these points only if his/her discharge was no less than "General" or "Honorable". Therefore, a maximum of twenty (20) total points can be added to determine the final score.

If a candidate believes that an error in the calculation of additional seniority or educational points has occurred, he/she will have five (5) business days from the time he/she received their final score to make Civil Service/HR aware of the potential error. The employee must submit any documentation (i.e., educational transcripts) within the five (5) business days allotted and Civil Service/HR will review and determine whether a correction should be made to his/her final score and ranking.

**Section 4.** After receiving the register of certified candidates from Civil Service/HR, the Director of Corrections will review the register and interview candidates from the register prior to awarding a promotion. The Director of Corrections, per his/her discretion, will determine when and if any promotion is to be effectuated and, if so, will appoint his/her selection for the promotion from the register of certified candidates.

**Section 5.** Corrections Administration will maintain an 'active' promotional list for Lieutenants (CO IVs) and Sergeants (CO IIIs). Promotional lists will be valid for a period of twelve (12) months from the date the final score and ranking is released to the Department and applicants.

#### **ARTICLE 18 - ASSUMPTION OF DUTIES ABOVE CLASSIFICATION**

**Section 1.** Where an employee works a full shift in a classification higher than that to which he/she has been appointed in excess of ten (10) consecutive working days, he/she will be compensated at the then current rate of pay for such higher classification in excess of ten (10) consecutive working days except for normal vacations.

**Section 2.** Where assumption of duties occurs, the order of that assumption will be at the discretion of Management.

**Section 3.** Sergeants on the active Lieutenant promotional list may be used to fill a lieutenant position when no other lieutenant is available. The assignment will be for the shift on which the opening exists. The duration of the assignment will be for no more than ninety (90) days unless a longer period is mutually agreed upon, in writing, by the union and management. The Sergeant who is assigned shall be compensated at the Correctional Officer IV step that would be used if they were promoted to the position of Lieutenant.

Management shall maintain an active promotion list for Lieutenants, Sergeants and Corrections Officer IIs at all times. The promotion lists shall be valid for a period of twelve (12) months from the date the list is posted. The list may be extended for up to an additional twelve months by mutual written agreement of both the union and management.

**Section 4.** Corrections Administration shall maintain an active promotion list for Lieutenants and Sergeants at all times. The promotion lists shall be valid for a period of twelve (12) months from the date the final score and ranking is released to the Department and applicants. The list may be extended for up to an additional twelve months by mutual written agreement of both the union and management.

## ARTICLE 19 - SAVINGS CLAUSE

**Section 1.** 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 will 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 immediately to attempt negotiation of a substitute for the invalidated Article, Section or portion thereof.

## ARTICLE 20 - MISCELLANEOUS PROVISIONS

**Section 1.** Reasonable first aid supplies will be available to employees during working hours.

**Section 2.** An employee is entitled to information relating to accumulated sick leave and vacation, holidays, overtime and payroll deductions. All employees are responsible for knowing their own leave balances. Supervisors cannot keep track of each employee's balances and will grant or deny leave based upon sound business reasons without regard as to whether or not the employee has the leave balance to cover the requested leave. Accordingly, employees may be disciplined for requesting leave that they do not have.

**Section 3.** Employees will not be required to contribute any political campaign funds or services to any candidate for political office.

**Section 4.** Any provisions of this Agreement which cannot be put into effect due to Legislation, Executive Order, or other regulations dealing with wage and price stabilization will become effective at such time, at such amount, and for such period as will be permitted by law during the life of this Agreement.

**Section 5.** With the sanction and approval by the Director of Corrections, employees required to use their personal car in the course of their employment will be reimbursed at the rate established by the statutes of the State of Nebraska.

**Section 6.** Any request to be absent without pay will have to be approved by the Director of Corrections. Such requests will be made in writing at least three (3) working days in advance. The sole discretion for granting a request to be absent without pay will be the decision of the Director of Corrections.

**Section 7.** Any employee who fails to report for work and does not notify his/her supervisor/command officer will be subjected to disciplinary action.

**Section 8.** Any and all outside employment for all employees of the Douglas County Department of Corrections will have to have the approval of the Director of Corrections. Failure to inform the Director of outside employment will be deemed just cause for disciplinary action.

**Section 9.** No Douglas County Corrections Officer may wear his/her Douglas County uniform while working for any employer other than Douglas County.

**Section 10.** If an employee does not report to work as scheduled because of inclement weather, the employee may be docked in pay for all hours not worked.

**Section 11.** It is the employees' responsibility to keep track of their accumulated benefit hours (sick, vacation, compensation time, etc).

**ARTICLE 21 - INSURANCE AND PENSION PROGRAMS**

**Section 1.** Medical plans, insurance and premium contributions shall be in accordance with those in effect for all other Douglas County employees. Douglas County reserves the right to make changes to insurance benefits and contributions. Any changes in such benefits or contributions shall apply to bargaining unit employees.

**Section 2.** Except as provided in Section 4, all bargaining unit members covered by this contract shall contribute 8.5% of their total compensation to the Douglas County Employees' Retirement Plan. Douglas County shall also contribute an amount equal to 8.5% of each member's total compensation to the Douglas County Employees' Retirement Plan.

**Section 3.** Pension benefits for employees covered by this contract hired before July 1, 2014, shall be those set out in the current Douglas County Employees' Retirement Plan and these employees shall continue to be subject to the 'Rule of 75' pension plan, including the 2% annual benefit factor.

**Section 4.** Effective the first pay period after January 1, 2020, pension benefits for employees covered by this contract hired on or after July 1, 2014, shall be the same as set forth in the current Douglas County Employees' Retirement Plan, except for the following items:

- Contributions to the pension plan by the COUNTY shall be as follows:

1-32 years of service.....8.5% of the employee's compensation as defined by the pension plan.  
 33 years of service .....7.5% of the employee's compensation as defined by the pension plan.  
 34 years of service.....6.5% of the employee's compensation as defined by the pension plan.  
 35 years of service and longer....5.5% of the employee's compensation as defined by the pension plan.

- Contributions to the pension plan by the EMPLOYEE shall be as follows:

1-32 years of service.....10.5% of the employee's compensation as defined by the pension plan.  
 33 years of service .....9.5% of the employee's compensation as defined by the pension plan.  
 34 years of service.....8.5% of the employee's compensation as defined by the pension plan.  
 35 years of service and longer.....7.5% of the employee's compensation as defined by the pension plan.

- An employee shall be eligible for normal retirement when he/she has attained the age of 55.
- An employee may retire under "early retirement" when they reach the age of 53. If the member elects to retire under "early retirement" then he/she shall receive an early retirement reduction of their monthly pension calculation by 0.4% each month (4.8% per year). If the member retires with 30 years of service then the "early retirement" reduction shall be waived.
- The percentage an employee receives towards their pension calculation will be applied as follows:

|                        |               |           |
|------------------------|---------------|-----------|
| Years of service 1-10  | 1% per year   | 10% total |
| Years of service 11-20 | 2% per year   | 20% total |
| Years of service 21-32 | 2.5% per year | 30% total |

- The maximum pension calculation an employee can receive is 60%.

Here is the pension breakdown:

Years of service

|          |          |            |
|----------|----------|------------|
| 1 = 1%   | 11 = 12% | 21 = 32.5% |
| 2 = 2%   | 12 = 14% | 22 = 35%   |
| 3 = 3%   | 13 = 16% | 23 = 37.5% |
| 4 = 4%   | 14 = 18% | 24 = 40%   |
| 5 = 5%   | 15 = 20% | 25 = 42.5% |
| 6 = 6%   | 16 = 22% | 26 = 45%   |
| 7 = 7%   | 17 = 24% | 27 = 47.5% |
| 8 = 8%   | 18 = 26% | 28 = 50%   |
| 9 = 9%   | 19 = 28% | 29 = 52.5% |
| 10 = 10% | 20 = 30% | 30 = 55%   |
|          |          | 31 = 57.5% |
|          |          | 32 = 60%   |

Upon an employee's separation or retirement, any accumulated compensatory time and/or special time off hours shall not be applied towards an employee's pension calculation.

Employees who receive the benefits established in Section 4, that is those hired on or after July 1, 2014, are contributing an additional 2.0% of pay over and above contributions made by employees eligible for pension benefits as a result of hire dates that pre-dated the July 1, 2014 date. This additional 2.0% of pay will be made to the pension system in order to fund the benefits provided for by this Section in line with the recommendation of the Actuary for the Douglas County Retirement Committee and the same is reflected in the contribution amounts identified in this Section. The contributions identified in this Section will be made on payroll amounts from the first payroll after January 1, 2020 going forward, but all applicable employees will receive service credit under this Section from his/her individual date of hire.

**Section 5.** Douglas County will furnish at no charge to the employee a \$15,000 life insurance policy. The employee, at his/her her option, may purchase at their own cost optional life insurance, and the benefits provided thereby will be in accordance with the terms and conditions of the current contract of life insurance.

**ARTICLE 22 - NON-DISCRIMINATION**

**Section 1.** The provisions of this Agreement will be applied to all employees in the bargaining unit without discrimination in violation of controlling Federal or State Law as to sex, race, color, creed, national origin, age, political affiliation, marital and handicapped status. The Union will share equally with the County the responsibility for applying this provision of the Agreement.

**Section 2.** The County and the Union agree not intimidate, coerce or in any manner interfere with the rights of employees to form, join or assist labor organizations, or to refrain from such activities.

**Section 3.** The County and Union agree not to violate the employee's right to privacy.

**Section 4.** The Union recognizes its responsibility as bargaining representative and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

**Section 5.** All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it will mean both sexes.

### **ARTICLE 23 - DRUG TESTING PROGRAM**

**Section 1.** All bargaining unit employees are subject to random drug and illicit substance testing. The random testing procedure will be under the control and administration of the Douglas County Human Resources Department. The consent form for drug and illicit substance testing is attached herein as "Appendix C".

**Section 2.** Douglas County Human Resources will create a list of employees subject to this program. This list shall contain the names of all employees covered by this contract. This list will be provided to the County's drug testing contractor who will randomly select the employees who are to be tested. Employees will be part of the drug testing pool using the method called 'Simple Random Selection with Replacement'. This means that once an employee has been selected for testing, their name will remain in the drug testing pool for future selection.

**Section 3.** Once Douglas County Human Resources receives the list of employees selected for testing, it will notify the management of Douglas County Corrections to arrange for the testing to be conducted. It will be the responsibility of the management of Douglas County Corrections to notify employees of their selection and information on where and when the test will take place and ensure selected employees will attend.

**Section 4.** The frequency of the testing shall be four (4) times during the calendar year. The total number of employees tested in a calendar year shall be approximately 1/3<sup>rd</sup> (approximately 34%) of the total number of FOP 8-covered employees in the department.

### **ARTICLE 24 - INJURED ON DUTY POLICY**

**Section 1.** Injured on duty will mean that a Corrections Officer, while in the employ of the Douglas County Corrections Department, is injured while performing high risk duty, including responding to a Code, and that said injury is a direct result of that high risk duty. "High risk duty" includes (1) responding to a Code and (2) interaction with an inmate while that inmate is engaged in an act of violence with the officer, another inmate or himself/herself. A Correction Officer so injured will not be required to use his/her sick leave while recovering from said injury for the first one hundred and eighty (180) working days of the recovery period or until he/she has reached maximum medical improvement, whichever comes first. The determination of whether an employee is entitled to I.O.D. benefits shall be made by the Director or his/her designee.

The Director, or his/her designee, may extend an employee's I.O.D. status for an additional 180 days beyond the initial 180 day period upon a determination that (1) the high-risk duty which caused the injury was a direct result of interaction with an inmate while that inmate was engaged in an act of violence with the officer, another inmate or himself/herself, and (2) the employee is expected to reach maximum medical improvement within that additional 180 day time frame.

**Section 2.** There is hereby created an Injured on Duty Committee which will consist of two (2) members designated by the Administration of the Department, two (2) members designated by the Union and one person mutually agreed to by the Administration and the Union, which appointment will be for a one year term, commencing July 1<sup>st</sup> and terminating June 30<sup>th</sup> of each year.

**Section 3.** In order to be granted injured on duty status the following conditions must be met:

- A. A request for I.O.D. must be submitted along with a detailed report describing the incident that caused the injury. The report must contain as much specific information as possible with respect to how the injury occurred and persons present at the time of the injury. The report must be submitted within seventy-two (72) hours of the incident unless he/she is physically incapable of doing so, in which case the Officer's Supervisor will submit the report.
- B. The Director or his/her designee will review each request and will either approve or deny such request. The decision of the Director or his/her designee will be forwarded to the Officer requesting I.O.D. within seven (7) calendar days from the date the request was submitted.
- C. A person who is denied I.O.D. or whose I.O.D. status has been terminated may request that his/her case be reviewed by the I.O.D. Committee. The Committee will review the case and make a recommendation to the Director, or his/her designee, as to whether or not I.O.D. should be granted and/or reinstated. The Committee will notify the employee in writing of its recommendation within thirty (30) calendar days from the date the request was submitted.

**Section 4.** The Committee will meet only when necessary and not on a regularly scheduled basis. The Committee will examine any matters relating to the claims of the person injured on duty and make a recommendation on the issue in question. The Committee will have the right to interview the employee and any other persons having direct knowledge of the incident which lead to the alleged injury and to request the return to work status of the employee as it relates to the injury in question. All information received by the Committee will be deemed confidential, will not be subject to disclosure, and will not become part of the employee's personnel file. If an employee fails to cooperate in providing the Committee with requested information, I.O.D. will be denied.

**Section 5.** If during a shift, an employee incurs an injury on duty that requires them to be seen immediately in an urgent/emergency care facility, the employee will continue to receive regular pay for any hours remaining in his/her shift, while being seen at an urgent/emergency care facility. Additional time spent at an urgent/emergency care facility, beyond the employees' scheduled shift hours, will also be compensated as hours worked with regular overtime rules to apply up to a maximum of eight (8) hours beyond his/her scheduled shift-end time. Compensated hours will max out either at eight (8) hours beyond his/her scheduled shift-end time or immediately upon discharge from the urgent/emergency care facility, whichever is less. An employee must provide a copy of the discharge papers showing the date and time of discharge in order to be compensated for any hours (up to 8) beyond their shift.

## **ARTICLE 25 - TEMPORARY LIGHT DUTY POLICY**

**Section 1.** The purpose of this policy is to establish temporary assignments that both union and nonunion personnel of the Corrections Department may participate in when they are unable to fully perform their assigned duties, due to temporary injuries or physical conditions. This policy is designed to allow

employees to return to work, rather than seriously reduce their sick leave bank, or in the case of an employee with limited sick leave, alleviate a possibly devastating financial problem.

**Section 2.** It will be the policy of the Department of Corrections to have available temporary light duty assignments for both union and non-union personnel. Employees may request such an assignment when they are unable to perform their assigned duties due to temporary injuries or physical conditions. Light duty requests will be filled on a first come basis, with priority given to personnel who have a work-related injury. Light duty assignments may be made for a period of up to ninety (90) calendar days. An additional ninety (90) days may be available by submitting a written request to the Director or his/her designee. After reviewing the request the Director or his/her designee will make the determination on whether to grant the extension, provided that in cases of work related injury or illness the Director or his/her designee may authorize an additional ninety (90) days without such a request. An employee who by virtue of accident, injury or illness, is unable to perform their regular assigned duties, and are on authorized sick leave or injured on duty status in excess of 5 working days, may be required by the Director or his/her designee to return to work to perform light duty for up to ninety (90) days; provided there is a physician's statement evidencing the employee's ability to perform the light duty assigned.

If an employee is assigned to light duty as the result of a work related injury and the employee has a concern with issues that are not being addressed to his/her satisfaction, the employee may request a hearing and/or review of their situation by the I.O.D Committee. The Committee shall make a recommendation to the Director of Corrections within thirty (30) days from the date of the request. The Director of Corrections shall notify the employee of his/her decision on the matter within fifteen (15) days from his/her receipt of the Committee's recommendation.

**Section 3.** Employees who wish to request a light duty assignment must submit a written request to the Director or his/her designee, with a letter from their physician specifically identifying the imposed restrictions and the estimated time frame for their return to full duty status. The selection of an assignment will be made by the Administration based on an evaluation of the employee's restrictions. Either the employee or the Administration may request that the assigned position be evaluated by the County's provider for appropriateness of the assignment in light of the employee's restrictions. Every reasonable effort will be made to accommodate restrictions imposed by the employee's physician when assignments are made.

In instances where all light duty assignments are filled, and an employee that has been injured at work is released to work with restrictions, the following procedure will be in force:

An employee who is assigned to light duty status with other than a work-related injury will be returned to sick leave status, thus allowing a position to become available for the employee with a work-related injury. The employee selected to be returned to sick leave status will be the employee that has been on light duty status the longest.

The Labor Management Committee will determine all possible future limited duty stations throughout the facility. Light duty assignments within the facility will be made with regard to rank and current practicing job descriptions.

While this policy is intended to benefit the employees of the Department during short-term illnesses and injuries, it is not intended for long-term or life long problems. Employees who request or are assigned light duty must have a reasonable expectation of returning to fully duty status as described in their respective job descriptions, within the maximum 180 days allowed under this policy.

## ARTICLE 26 - DISCIPLINE

**Section 1.** Written notification of a pre-disciplinary hearing and access to the evidence that will be used in the pre-disciplinary hearing will be provided to the employee or their representative at least five (5) administrative working days (Monday through Friday) prior to the pre-disciplinary hearing. The date of the Pre-Disciplinary hearing and observed county holidays do not count as one of the five administrative days.

If the employee or their representative would like to present evidence at the pre-disciplinary hearing, the said evidence must be provided to the Office of Professional Responsibility (OPR) at least 24 hours prior to the hearing. The employee will be given written notification of the outcome of the Pre-Disciplinary hearing within five (5) administrative days after the date of the hearing. The date of the Pre-Disciplinary hearing does not count as one of the five administrative days.

**Section 2.** The County must, upon being notified of a non-criminal complaint against an employee, take action to punish said employee within thirty (30) calendar days. The County must take action on a criminal complaint within thirty days of the disposition of the criminal matter.

**Section 3.** Letters of reprimand will not be used to enhance disciplinary action after a period of one (1) year. Letters of suspension will remain a part of the employee's file and may be used for purposes of enhancement in future disciplinary actions for up to three years.

**Section 4.** An employee may waive any time requirements of notification.

**Section 5.** An employee may not work any hours (regular or overtime) while such employee is serving a suspension. An employee shall not work the preceding shift or during the twenty four (24) hour period following the start of their scheduled suspension.

**Section 6.** The Director of Corrections shall establish an Office of Professional Responsibility and maintain a policy that specifically identifies the duties and responsibilities of the office.

**Section 7.** Administration will develop a policy for administering disciplinary procedures including written reprimands, demotions, suspensions and terminations. The written reprimand is the first level of discipline.

**Section 8.** Upon request of the Union, the County will supply a list of disciplinary actions within the bargaining unit, with names redacted. The County must ensure that all charges are explicitly documented on the Pre-Disciplinary Notification letter. Copies of the disposition of all disciplinary action shall be given to the FOP Lodge #8 President.

## ARTICLE 27 - BILL OF RIGHTS

1. Employees Have the right to engage in political activity, as long as it is done during the employee's off-duty time and out of uniform, and have the right to refuse to engage in political activity at any time.
2. If an employee is interviewed as part of an official Departmental Investigation by the Director of Corrections or his/her designee(s), the time spent in that interview will be considered time-worked, and the employee shall be paid for that time pursuant to the contract.

3. If an employee is called in to work to be interviewed by the Director of Corrections or his/her designee(s) as part of an official departmental investigation, said employee shall be compensated according to *Article 10, Section 2* of this contract (call-in pay).
4. At the onset of an interview, a member of the Office of Professional Responsibility (OPR) will inform the employee of the nature of the inquiry(ries) to be discussed during the interview session.
5. Employees who wish to review their personnel file will do so in accordance with Douglas County Civil Service Personnel Policy Manual. When an employee views his/her file, it shall be done during his/her off time and during administrative hours.
6. When an interview is conducted pursuant to an official Departmental Investigation, all parties in the interview will, at the request of the employee being interviewed, be identified at the commencement of the interview.
7. Employees have a right not to be subjected to punitive action, or be denied promotion or threatened with any such treatment, because of the lawful exercise of your rights granted by this Agreement or the exercise of any rights under any existing or future administrative grievance procedures.
8. Have a right to have all questions directed to you under interview of an internal matter through no more than two interviewers at one time.
9. Employees have a right to have the interview session limited to a reasonable period, taking into consideration the gravity and complexity of the issue being investigated.
10. Employees have a right, during Departmental Investigations, to be allowed to attend to personal physical necessities.
11. Employees have a right not to be subjected to offensive language or threatened with punitive action. An employee refusing to respond to questions or refusing to submit to internal investigation or interview shall be informed that failure to answer questions related to the investigation or interview may result in discipline. No promise or reward shall be made as an inducement to answer any questions.
12. Have a right to be provided a copy of tape recordings of any interviews only if disciplinary action will be taken.
13. Employees have a right to have a fellow employee present during questioning which could reasonably lead to disciplinary action being taken.
14. Employees have a right to refuse to inform the County of information regarding items of property, income, assets, source of income, debts or personal or domestic expenditures and those of their family, except such information as required by law or which is necessary for the Department to ascertain the desirability of assignment to any special unit in which there is a possibility that there is a conflict of interest or there is the possibility of bribes or other inducements being offered.
15. Employees have a right to file a written response to any adverse documents entered into their personnel file in accordance with the Douglas County Civil Service Personnel Policy Manual.

16. The employee shall be informed of the name and rank of the officer conducting the investigation.
17. Have the right to not be subjected to retaliation for the exercise of these or other rights under federal, state or local law.

## **ARTICLE 28 - TUITION REIMBURSEMENT**

**Section 1.** The County will pay up to \$1,000 per calendar year towards tuition and related fees, excluding books and parking, for those employees who succeed in accomplishing a "B" grade or above in a college level course. All hours must be semester or quarter hours in college level courses from an accredited college or university. The Director or his/her designee reserves the right not to recognize any hours, subject to the grievance procedure.

**Section 2.** Tuition Reimbursement is available for:

- Courses that are directly related to the employee's current job and would improve their skills on the job. Also, if the employee is pursuing an Associate's or Bachelor's degree in a program that is directly related to their current job and would improve their skills on the job, all required courses within that program are eligible for reimbursement.
- Courses within relevant Associate's, Bachelor's and Master's Degree programs. Acceptable degree programs are those that relate to County employment, functions or services.

**Section 3.** Employees are required to maintain employment with the County for at least three (3) years after course completion. If the employee does not remain employed for three (3) years, the employee must repay the financial assistance given for that course, on a prorated basis.

- If the employee leaves his/her employment with the County within one year after completing the course, he/she must repay the full amount of the assistance given for that course.
- If the employee leaves his/her employment with the County during the second year after completion of the course, he/she must repay two-thirds (2/3) of the assistance given for that course.
- If the employment leaves his/her employment with the County during the third year after completion of the course, he/she must repay one-third (1/3) of the assistance given for that course.

**Section 4.** All courses must be taken during other than the employee's regular work hours unless vacation or compensatory time is granted pursuant to the provisions of this contract that relate to those paid leaves.

**Section 5.** Reimbursement will not be made to an employee who does not complete the course.

**Section 6.** Workshops, seminars, conferences and in-service training are not part of the Tuition Reimbursement Program.

**ARTICLE 29 - LONGEVITY**

**Section 1.** Each full-time employee covered by this contract hired on or before June 23, 2014, will receive a percentage of gross annual salary based upon each employee's years of service within the Douglas County Corrections Department. Years of continuous service with the Douglas County Corrections Department will be determined and the wage increase will be computed in accordance with the chart below. Bargaining unit members hired in a classification covered by this agreement on or after June 24, 2014 shall not earn longevity pay.

|                                 |                           |
|---------------------------------|---------------------------|
| 5 <sup>th</sup> Year of Service | 1% of gross hourly salary |
| 6-12 Years of Service           | 2% of gross hourly salary |
| 13-20 Years of Service          | 3% of gross hourly salary |
| 21 Years of Service             | 5% of gross hourly salary |

**ARTICLE 30 - BILINGUAL PAY**

**Section 1.** The Director or his/her designee will create an official list of qualified bilingual employees, and shall determine how many employees will be on that list. The Director or his/her designee will have the discretion to determine how many bilingual employees he/she needs to have on duty for each shift and location.

**Section 2.** The languages that qualify for bilingual pay, including American Sign Language, will be determined by the County depending upon the needs of the Department of Corrections.

**Section 3.** A bilingual proficiency examination will be developed (or obtained) and administered by the Douglas County Human Resources Department. If the above-referenced list is full at the time an employee passes the bilingual proficiency exam, that employee will be placed on a waiting list to be maintained by the Director or his/her designee.

**Section 4.** Employees will be eligible to receive bilingual pay of \$50 per month if they are on the approved list, and they shall continue to receive the bilingual pay for as long as they remain on that list, regardless of whether they are actually required to use their bilingual skills. Bilingual pay will be effective upon implementation of the approved list, and will not be retroactive to the effective date of this contract.

**Section 5.** Employees on the approved list must demonstrate their continued bilingual proficiency on an annual basis, by taking an annual examination developed (or obtained) and administered by the Human Resources Department. Employees must pass this examination to remain on the approved list.

**Section 6.** If the Director or his/her designee decides to remove an employee from the approved list, the Director or his/her designee shall provide that employee with at least thirty (30) days advance written notice prior to such removal. However, if the employee fails to pass the annual follow-up examination, they will immediately be removed from the list.

**Section 7.** If the employee decides to remove him or herself from the approved list, they shall provide at least thirty (30) days advance written notice to the Director or his/her designee prior to such removal.

**Section 8.** Employees wishing to become proficient in any of the languages that qualify for bilingual pay must do so on their own time and at their own expense. However, the cost of tuition for language classes

may be reimbursable if the requirements of the Tuition Reimbursement article, set out elsewhere in this contract, are met.

**Section 9.** The County will pay for the cost to develop/purchase and administer the bilingual proficiency examination and the annual follow-up examinations.

**Section 10.** For employees wishing to take the exam, the County will schedule the date and time for the examination. If the exam is scheduled during the employee's on-duty time, the employee will be paid for that time (it will be considered hours worked).

### **ARTICLE 31 – WAGES**

For period July 1, 2018 - June 30, 2019, employees will receive a 1.0% wage increase to the previous pay scale of July 1, 2017 - June 30, 2018.

**July 1, 2018 – June 30, 2019 :**

| Occ. Code | Grade | Position       | Start | 1 Yrs. | 2 Yrs. | 3 Yrs. |        |        |        |        |        |
|-----------|-------|----------------|-------|--------|--------|--------|--------|--------|--------|--------|--------|
| 750       | CR5   | C/O I          | 21.46 | 21.72  | 22.22  | 22.73  |        |        |        |        |        |
| Occ. Code | Grade | Position       | Start | 1 Yr.  | 2 Yrs. | 3 Yrs. | 4 Yrs. | 5 Yrs. | 6 Yrs. | 7 Yrs. | 8 Yrs. |
| 751       | CR3   | C/O II         | 22.22 | 23.19  | 24.16  | 25.13  | 26.10  | 27.07  | 28.04  | 29.01  | 29.97  |
| 752       | CR2   | C/O III        | 25.28 | 26.41  | 27.60  | 28.84  | 30.13  | 31.96  | 33.38  | 34.90  | 36.44  |
| 753       | CR1   | C/O IV         | 29.62 | 30.94  | 32.35  | 33.79  | 35.32  | 37.47  | 39.16  | 40.92  | 42.75  |
| 785       | CR4   | Class. Officer | 23.23 | 24.17  | 25.12  | 26.13  | 27.17  | 28.24  | 29.39  | 30.57  | 31.80  |

For period July 1, 2019 - June 30, 2020, employees will receive a 2.0% wage increase to the previous pay scale of July 1, 2018 - June 30, 2019.

**July 1, 2019 – June 30, 2020 :**

| Occ. Code | Grade | Position       | Start | 1 Yr. | 2 Yr.  | 3 Yrs. |        |        |        |        |        |
|-----------|-------|----------------|-------|-------|--------|--------|--------|--------|--------|--------|--------|
| 750       | CR5   | C/O I          | 21.89 | 22.15 | 22.66  | 23.18  |        |        |        |        |        |
| Occ. Code | Grade | Position       | Start | 1 Yr. | 2 Yrs. | 3 Yrs. | 4 Yrs. | 5 Yrs. | 6 Yrs. | 7 Yrs. | 8 Yrs. |
| 751       | CR3   | C/O II         | 22.66 | 23.65 | 24.64  | 25.63  | 26.62  | 27.61  | 28.60  | 29.59  | 30.57  |
| 752       | CR2   | C/O III        | 25.79 | 26.94 | 28.16  | 29.41  | 30.73  | 32.60  | 34.05  | 35.59  | 37.17  |
| 753       | CR1   | C/O IV         | 30.22 | 31.56 | 33.00  | 34.47  | 36.03  | 38.22  | 39.94  | 41.73  | 43.61  |
| 785       | CR4   | Class. Officer | 23.69 | 24.65 | 25.62  | 26.65  | 27.71  | 28.80  | 29.98  | 31.18  | 32.44  |

For period July 1, 2020 - June 30, 2021, employees will receive a 2.0% wage increase to the previous pay scale of July 1, 2019 - June 30, 2020.

**July 1, 2020 – June 30, 2021 :**

| Occ. Code | Grade | Position | Start | 1 Yr. | 2 Yrs. | 3 Yrs. |
|-----------|-------|----------|-------|-------|--------|--------|
| 750       | CR5   | C/O I    | 22.33 | 22.59 | 23.12  | 23.64  |

  

| Occ. Code | Grade | Position       | Start | 1 Yr. | 2 Yrs. | 3 Yrs. | 4 Yrs. | 5 Yrs. | 6 Yrs. | 7 Yrs. | 8 Yrs. |
|-----------|-------|----------------|-------|-------|--------|--------|--------|--------|--------|--------|--------|
| 751       | CR3   | C/O II         | 23.12 | 24.13 | 25.14  | 26.14  | 27.15  | 28.16  | 29.17  | 30.18  | 31.18  |
| 752       | CR2   | C/O III        | 26.30 | 27.48 | 28.72  | 30.00  | 31.35  | 33.25  | 34.73  | 36.31  | 37.91  |
| 753       | CR1   | C/O IV         | 30.82 | 32.19 | 33.66  | 35.16  | 36.75  | 38.98  | 40.74  | 42.57  | 44.48  |
| 785       | CR4   | Class. Officer | 24.17 | 25.15 | 26.13  | 27.18  | 28.27  | 29.38  | 30.58  | 31.81  | 33.09  |

For period July 1, 2021 - June 30, 2022, employees will receive a 2.0% wage increase to the previous pay scale of July 1, 2020 - June 30, 2021.

**July 1, 2021 – June 30, 2022 :**

| Occ. Code | Grade | Position | Start | 1 Yr. | 2 Yrs. | 3 Yrs. |
|-----------|-------|----------|-------|-------|--------|--------|
| 750       | CR5   | C/O I    | 22.78 | 23.04 | 23.58  | 24.12  |

  

| Occ. Code | Grade | Position       | Start | 1 Yr. | 2 Yrs. | 3 Yrs. | 4 Yrs. | 5 Yrs. | 6 Yrs. | 7 Yrs. | 8 Yrs. |
|-----------|-------|----------------|-------|-------|--------|--------|--------|--------|--------|--------|--------|
| 751       | CR3   | C/O II         | 23.58 | 24.61 | 25.64  | 26.67  | 27.70  | 28.72  | 29.75  | 30.78  | 31.80  |
| 752       | CR2   | C/O III        | 26.83 | 28.03 | 29.29  | 30.60  | 31.97  | 33.91  | 35.42  | 37.03  | 38.67  |
| 753       | CR1   | C/O IV         | 31.44 | 32.83 | 34.33  | 35.86  | 37.48  | 39.76  | 41.55  | 43.42  | 45.37  |
| 785       | CR4   | Class. Officer | 24.65 | 25.65 | 26.66  | 27.73  | 28.83  | 29.97  | 31.19  | 32.44  | 33.75  |

For period July 1, 2022 - June 30, 2023, employees will receive a 2.0% wage increase to the previous pay scale of July 1, 2021 - June 30, 2022.

**July 1, 2022 – June 30, 2023 :**

| Occ. Code | Grade | Position | Start | 1 Yr. | 2 Yrs. | 3 Yrs. |
|-----------|-------|----------|-------|-------|--------|--------|
| 750       | CR5   | C/O I    | 23.23 | 23.51 | 24.05  | 24.60  |

| Occ. Code | Grade | Position       | Start | 1 Yr. | 2 Yrs. | 3 Yrs. | 4 Yrs. | 5 Yrs. | 6 Yrs. | 7 Yrs. | 8 Yrs. |
|-----------|-------|----------------|-------|-------|--------|--------|--------|--------|--------|--------|--------|
| 751       | CR3   | C/O II         | 24.05 | 25.10 | 26.15  | 27.20  | 28.25  | 29.30  | 30.35  | 31.40  | 32.44  |
| 752       | CR2   | C/O III        | 27.36 | 28.59 | 29.88  | 31.21  | 32.61  | 34.59  | 36.13  | 37.77  | 39.44  |
| 753       | CR1   | C/O IV         | 32.07 | 33.49 | 35.02  | 36.58  | 38.23  | 40.56  | 42.39  | 44.29  | 46.28  |
| 785       | CR4   | Class. Officer | 25.14 | 26.16 | 27.19  | 28.28  | 29.41  | 30.57  | 31.81  | 33.09  | 34.43  |

Employees within pay lines advance to each step annually on anniversary date of their classification seniority. Classification Officers progress to each step annually on July 1<sup>st</sup>.

The Shift Differential pay for the "A" and "C" shifts will be \$.75 per hour.

Correction Officers assigned to Field Training and/or the Mentoring Program as defined by the Director, will receive an additional \$250.00 per quarter while serving in such capacity. If an Officer serves in both capacities, he/she will still only receive \$250.00 per quarter (not \$500.00) during any assignment period.

**ARTICLE 32 - DURATION OF AGREEMENT**

**Section 1.** This agreement commences July 1, 2018, for a five (5) year period and terminates June 30, 2023. This Agreement may not be modified in whole or in part without prior mutual written consent of the parties. The terms and conditions of this Agreement shall remain in full force and effect until such time as the next Agreement is approved and executed by both parties. Unless specifically stated in this Agreement, all provisions of this Agreement shall be effective upon the date this Agreement is signed by the parties.

**Section 2.** It is understood and agreed that the Union will have their demands for the contract period starting July 1, 2023, presented to the Douglas County Board of Commissioners by May 1, 2023. Douglas County will present their demands to the Union no later than May 1, 2023. Negotiations for the contract period starting July 1, 2023, will begin no later than May 1, 2023.

**DOUGLAS COUNTY, NEBRASKA**

**F.O.P. LODGE NO. 8**

DocuSigned by:  
*Chris Kalgons*  
By: \_\_\_\_\_  
4AF253E196A1417...

DocuSigned by:  
*Patrick Sullivan*  
By: \_\_\_\_\_  
AB16CA359F5E42A...

County Board Chair

Date: Nov 5, 2019

APPROVED AS TO FORM:

DocuSigned by:  
*Theresa M. Clark*  
By: \_\_\_\_\_ Nov 5, 2019  
FA4C79814874494  
Deputy County Attorney

Date: Nov 5, 2019

**APPENDIX "B"**

**FRATERNAL ORDER OF POLICE LODGE 8**

Please cancel and revoke my written authorization for the deduction of certified monthly F.O.P. dues. I understand that I must provide the County and F.O.P., through its officers, a copy of this form before it can be considered filed. I further understand that it will be effective on the first day of the check-off payroll period immediately following its filing.

---

Employee's Signature

---

Address

---

Department

**APPENDIX "C"**

**CONSENT FORM FOR DRUG AND ILLICIT SUBSTANCE TESTING**

I hereby give my consent for the County of Douglas to collect blood, urine, or saliva samples from me and to conduct other necessary medical tests to determine the presence or use of drugs or controlled substances.

Further, I give my consent for the release of the test result, and other relevant medical information to authorized County management for appropriate review. I also understand that, if I refuse to consent, I may be subject to disciplinary action, including termination of employment.

**AGREED TO:**

---

Signature \_\_\_\_\_ Date \_\_\_\_\_

---

Witness \_\_\_\_\_ Date \_\_\_\_\_

**REFUSED:**

---

Signature \_\_\_\_\_ Date \_\_\_\_\_

---

Witness \_\_\_\_\_ Date \_\_\_\_\_

Reasons for Refusal:

***NOTICE TO APPLICANTS / EMPLOYEES***

Consent to drug testing is a condition of employment. Failure to sign this consent form will result in loss of employment opportunity/termination.

II  
H

**AGENDA ITEM  
REQUEST/JUSTIFICATION FORM**

*(To be completed by requesting Department)*  
Forward all requests to Sharon Bourke, LC2 Civic Center  
**DEADLINE SUBMITTAL IS 3:00 P.M. WEDNESDAY  
BEFORE THE TUESDAY MEETING**

Agenda item: Board of County Commissioners – Consent Agenda  
(i.e. Consent/Recognition-Proclamation/Presentation/Public Hearing/Committee, etc.)  
Date to be on agenda: Nov 5 2019

Exact wording to be used for the agenda: Resolution approving labor agreement between Douglas County, Nebraska, and the F.O.P. Lodge No. 8 (representing covered Correctional and Classification Officers at the Douglas County Department of Corrections) for period July 1, 2018 through June 30, 2023

Action requested: Approval

Amount requested: \_\_\_\_\_ Object Code: \_\_\_\_\_

Is item in current year's budget? Yes X No \_\_\_\_\_

Does this item commit funds in future years? Yes X No \_\_\_\_\_

If yes, explain: Wage increase: 1% 2018-19 (retroactive pay to 7/1/2018 through 6/30/2019)  
2% 2019-20 (retroactive pay to 7/1/2019)  
2% 2020-21  
2% 2021-22  
2% 2022-23

If an agreement or contract, has the County Attorney reviewed and approved?  YES  NO

Previous action taken on this item, if any: \_\_\_\_\_

Recommendations and rationale or action: \_\_\_\_\_

Will anyone speak on behalf of this item, if so who? \_\_\_\_\_

If this is a rush agenda item, please explain why: \_\_\_\_\_

Submitted by (Name & Dept.): Marcos San Martin, County Administration Ext. \_\_\_\_\_

Date submitted: 10/31/19

List Attachments: Resolution + FOP 8 Contract July 1, 2018 - June 30, 2023  
(Attach resolution and all pertinent documentation; i.e. contract, agreement, memorandums, etc.)

Certified resolutions can be obtained at the County Clerk's website:  
<http://www.douglascountyclerk.org/county-board-records/search-for-resolutions>

Completed by receiving office  
Received in Administrative Office: Date 10/31/19 Time \_\_\_\_\_