

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**FRATERNAL ORDER OF POLICE, LODGE #2,**

**DOUGLAS COUNTY, NEBRASKA AND**

**THE DOUGLAS COUNTY SHERIFF**

**JANUARY 1, 2015 – DECEMBER 31, 2018**

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## **PREAMBLE**

This Agreement, by and between the County of Douglas, Nebraska, hereinafter referred to as the County, the Fraternal Order of Police Lodge No. 2, or its legal successor, hereinafter referred to as the Union, and the Douglas County Sheriff, hereinafter referred to as the Sheriff, is designed to promote and strive to maintain a working agreement between the County and the Union.

## **ARTICLE 1 - UNION RECOGNITION**

**Section 1.** The County recognizes the Union as the sole and exclusive representative of all full-time employees occupying the ranks of Deputy Sheriff, Sergeant and Lieutenant of the Sheriff's Department, excluding all other full-time, part-time, seasonal and temporary employees.

**Section 2.** Full-time employees of the Sheriff's Department shall include uniformed personnel and persons exercising the authority of a Deputy Sheriff.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

**Section 1.** Except where limited by express provisions of this Agreement, nothing herein shall be construed or interpreted to restrict, limit or impair the rights, powers and authority of the employer 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 shall deduct regular monthly Union dues from the pay of each employee covered by this Agreement, provided that at the time of such deduction there is in the possession of the County Clerk a current, unrevoked written agreement, executed by the employee. Such authorization may be revoked by the employee at any time by giving written notice to the County Clerk.

**Section 2.** Previously signed and unrevoked written authorizations shall continue to be effective as to employees reinstated following lay-off, leave of absence or suspension not exceeding sixty (60) days. Previous authorizations of other employees rehired or reinstated shall not be considered to be effective.

**Section 3.** Such authorized deductions shall be made over the course of twenty four pay periods each calendar year, and will, within ten (10) days, be remitted to the duly designated Union official. The Union shall advise the County Clerk in writing of the name of such official.

**Section 4.** If an employee has no pay coming for the first payroll period of the calendar month, or if such pay period is the first pay period of a new employee, or if the employee has signed an authorization form during such pay period, no dues shall be deducted until the first pay period of the subsequent month, which deductions shall be limited to the amount of the current regular monthly Union dues, and shall not include dues for prior months or any portions thereof.

**Section 5.** If the County Clerk receives an employee revocation of authorization the payroll deduction will be stopped beginning with the next payroll period.

**Section 6.** At the time of the execution of the Agreement, the Union shall advise the County Clerk in writing of the exact amount of regular monthly dues. If, subsequently, the Union requests the County Clerk to deduct additional monthly Union dues, such request shall be effective only upon written assurance by the Union to the County Clerk that additional amounts are regular monthly Union dues duly approved in accordance with the Union's Constitution and By-Laws.

**Section 7.** The County shall not be liable for the remittance payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay period in which Union dues are normally deducted after written notification to the County Clerk of that error. If the County makes an overpayment to the Union, the County will deduct that amount from the remittance to the Union. The Union 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 8.** The Union agrees that it will not at any time solicit membership or collect Union dues, fees or assessments of any kind, or distribute literature or any other type of printed material on County time or County projects or in County buildings.

**Section 9.** The parties hereby agree that no officers, agents, representatives, members or anyone connected with either party shall in any manner intimidate, coerce, restrain or interfere with the rights of employees to form, join or assist labor organizations, or to restrain employees from any of these activities, specifically including the right of employees to withdraw, revoke or cancel Union membership.

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

**Section 1.** The County shall permit the Union to use one (1) bulletin board as designated by the Sheriff at each of the departments for posting notices of Union meetings and reports of Union committees.

**Section 2.** Posted notices shall not contain anything political or anything reflecting adversely upon the County or any of its employees. Any Union authorized violation of this Article shall entitle the County to immediately cancel the provisions of this Article and to prohibit the Union from further use of the bulletin boards.

**Section 3.** Posted notices shall be on Union stationery.

#### **ARTICLE 5 - PROHIBITION OF STRIKES**

**Section 1.** Neither the Union nor any employee shall engage in, assist, encourage or condone any work stoppage, slow down or other similar actions resulting in the absence from duty of any employee. Violation of any of the foregoing shall be grounds for immediate discharge as to any individual who participates in such activity or the cancellation of all check-off authority in the event of participation in such activity by the Union.

## ARTICLE 6 - DISCIPLINE

**Section 1.** An employee must be disciplined within 90 days of the Sheriff, Chief Deputy or Captain becoming aware of the incident surrounding such disciplinary action. The 90 day time period will begin when the Sheriff, Chief Deputy or Captain receives documentation of the allegation(s) and requests an investigation into the allegations and/or the complainant requests a formal investigation. The documentation of the allegation(s)/complaint must be dated and recorded on one or more of the following reports/forms: internal affairs report, crime against person/property, supplementary, or a signed citizen complaint form. No such disciplinary action may occur after the expiration of this 90 day period. However, if such disciplinary action involves a criminal accusation, there shall be no such time limit.

**Section 2.** No personnel advisory or written reprimand shall be considered final until or unless the employee receives a copy of such advisory or reprimand, wherein the Sheriff has indicated his approval of such advisory or reprimand. Within ten (10) working days after the employee has received such documentation, he/she may request, in writing, to meet with the Sheriff to discuss the facts underlying such advisory or reprimand. After such meeting is held, the Sheriff will promptly advise the employee on whether or not such advisory or reprimand is affirmed or withdrawn.

**Section 3.** Any disciplinary action that results in a written notation or reprimand shall be removed from the employee's personnel file after two (2) years upon request. Any disciplinary action that results in a suspension shall remain within the employee's personnel file. Disciplinary action that excludes the following offenses: (Use of Force, Use of/Carrying Weapons, Abuse of Authority, and Neglect of Duty) cannot be used against the employee regarding progressive discipline, consideration of specialty jobs, or consideration of promotions after five (5) years. The employee will be provided with originals of such documents. No copies or notations of such documents will be maintained in the employee's personnel file.

**Section 4.** Performance Evaluations will remain unchanged as part of an employee's personnel file. However, for purposes of consideration and selection to a specialty position(s) or promotion(s), employee Performance Evaluations older than two years (24 months) from the date of the position's posting may not be used in considering whether or not an employee is appropriate for selection.

## ARTICLE 7 - GRIEVANCE PROCEDURE

**Section 1.** The following procedure shall be used in the submission of grievance as defined in Step 1 of this section.

**Step 1.** "Grievance" as used in this Agreement is defined as a complaint alleging a violation, misinterpretation or inequitable application of the provisions of this Agreement or of existing policy or regulations of the Sheriff's Department or the Douglas County Sheriff Merit Commission.

**Step 2.** Any employee who has a grievance shall (1) Submit the matter in writing to the Sheriff or his authorized representative within ten (10) working days, excluding weekends and holidays, from the date on which the employee became aware of his alleged grievance and (2) the Sheriff or his authorized representative shall respond in writing to the grievant within ten (10) working days, excluding weekends and holidays, from the presentation of the written grievance.

**Step 3.** Within the ten (10) working days, excluding weekends and holidays, an employee who files a grievance which is overruled by the Sheriff or his authorized representative may file an appeal of the action of the Sheriff or his authorized representative to the Douglas County Sheriff Merit Commission, which shall set a hearing on the matter at which time both parties may introduce evidence to support their positions, and the Commission shall rule on the matter before it.

**Section 2.** An aggrieved employee shall have the right to be represented either by counsel or by a Union representative during any step of the grievance procedure.

## **ARTICLE 8 - PROBATIONARY EMPLOYEES**

**Section 1.** The probationary period shall end upon completion of twelve (12) months of actual employment or upon successful completion of the Field Training Program, whichever is longer. All newly hired deputies shall not have seniority rights until they have successfully completed the probationary period. Upon successful completion of all required training, including the Field Training program, they will be assigned to the Road Patrol Division until completion of their probationary period or two (2) years of continuous service, whichever is longer.

**Section 2.** An employee who is transferred to another position in the same or different class in the same department prior to the completion of his probationary period shall complete that service period in the latter position by adding thereto his service in the former position. Verification of satisfactory employment in the new position by the department head will be deemed to constitute verification of satisfactory service also in the original position. The provisions of this section will not apply in any case of transfer from one department to another.

**Section 3.** At any time during the probationary period when the employee is about to be laid off because of reduction in force, the department head, with the consent of the employee, may demote such employee, in lieu of lay off, if he is otherwise eligible and work is available in a lower class. The name of such employee shall be restored to the lists from which it was removed at the time of employment. The probationary period of an employee demoted in lieu of lay off during that period shall include the period of probation in the higher class. No demotion of this kind shall be made if it will result in the separation of any other employees with greater length of service.

**Section 4.** At least seven (7) days prior to the expiration of an employee's probationary period, the bureau captain shall notify the Sheriff in writing whether the services of the employee will be continued in his position. A copy of this notice shall be given to the employee by the bureau captain. Upon receipt by the Sheriff of a favorable report, the appointment shall be deemed permanent.

**Section 5.** During such probationary period, an employee may be terminated for any reason without recourse hereunder.

## **ARTICLE 9 - HOURS OF WORK AND DUTY SHIFTS**

**Section 1.** Employees of the Douglas County Sheriff's Department covered by this agreement are governed by a work schedule of eighty (80) hours in a 14 day period. All employees shall be required to work a minimum of an eight (8) hour day, five calendar day forty (40) hour week. The computed rates of pay of hours worked in excess of eighty (80) hours in a 14 day work period are specified in *Article 15, Section 1.*

**Section 1A.** Optional Clause: The Douglas County Sheriff, at his/her discretion, may initiate optional hours of work for Douglas County Deputy Sheriffs. The optional hours of work which may be instituted consist of a ten (10) hour day and four (4) calendar days or a twelve (12) hour work day and seven (7) calendar days worked in a fourteen (14) day work cycle. All Douglas County Deputy Sheriffs covered by this agreement would be eligible for the special ten (10) or twelve (12) hour days. Overtime will be paid as specified in *Article 15*.

**Section 2.** Employees assigned to work an eight hour shift, and who work six (6) hours or more of that shift, shall be allowed a forty-five (45) minute break time with pay; employees assigned to work a ten hour shift, and who work seven and one-half (7 ½) hours or more of that shift, shall be allowed a sixty (60) minute break time with pay; employees assigned to work a twelve hour shift, and who work nine (9) hours or more of that shift, shall be allowed a ninety (90) minute break time with pay. All such time shall be considered as time worked.

**Section 3.** The Sheriff, at his discretion, may assign take home vehicles to Deputy Sheriffs for special assignments, special teams or task forces, or for other non-routine duties that would require or be obviously beneficial to the fulfillment of the assignment.

**Section 4.** The Patrol Division and the Court Divisions shall be staffed by employees at the rank of Deputy Sheriff on the basis of bids submitted by such employees to be at the start of the second payroll period in January and the second payroll period in July. In order to be eligible to participate in this bidding process, an employee must have more than four (4) years of continuous service. It is understood by and between the parties that the Sheriff shall have the sole and exclusive right of assignment:

1. For all employees in Specialty positions (not Patrol Division or Court Divisions);
2. For employees who have less than four (4) years of continuous service; and
3. For all ranks other than Deputy Sheriff.

Thirty (30) days prior to the official shift change, bid sheets will be posted indicating what positions (Courts or Patrol; shift and days off) may be bid upon by qualified employees. Employees will be allowed to bid in order of seniority. The bidding process will last until all bids have been received, however, no longer than a maximum of ten (10) days, allowing the final bids to be completed within twenty (20) days before the actual position change. All sworn personnel who are involved in the bidding process must place their bids in an expedited fashion. It is understood that this entire bidding process is for the benefit of the individual employee, not for the County or Sheriff, therefore, no compensation (overtime or compensatory time) will be given to any employee who is contacted about his/her bid or who has to bid during off-duty hours.

Deputies assigned to the Courthouse, under the Court Services Bureau, shall bid for their shift and hours of work and, at the same time, bid between the Douglas County Court and the 4<sup>th</sup> Judicial District Court Division, and both biddings shall be by seniority. The Union recognizes that a restructuring of the Court Divisions due to judicial reconfiguration may necessitate a renegotiation of the shift bid process within the Court Services Bureau.

All employees not affected by the above bidding process will be assigned positions after completion of the bidding process and shall then bid shifts and days off. It is understood that the Sheriff will have the sole and exclusive right to transfer employees in specialty positions to other specialty positions, and from a specialty position to the Patrol Division or Court Division, or vice versa.

The Sheriff may deny a job assignment bid in cases where:

1. Disciplinary action has indicated that allowing a job assignment bid would not be in the best interests of the Sheriff's Department;
2. Any situation where the effectiveness of either unit would be substantially compromised if a job assignment bid was allowed to stand.

**Section 4A.** The normal duty shift shall be staffed from bids submitted by employees and shall be bid by seniority within the month of December, to be effective at the beginning of the second pay period in January; and within the month of June, effective at the beginning of the second pay period in July. An employee may bid by seniority for normal days off. Bids will be allowed in the employee's regular division. In the event of a transfer from one division to another after the shift commences, the employee's bid request shall apply by seniority. However, if an employee requests a transfer from one division to another division and the request is granted, the employee waives his shift bid privilege until the next regular shift bid takes place. If two or more employees are working as a team, the most senior employee's bid for regular days off and shift will constitute the bid for the entire team.

**Section 5.** A Special Duty Shift is an assignment that has a duration of thirty (30) calendar days or more, consisting of working hours other than normal hours for the area the deputy is assigned. Special Duty Shifts shall be staffed by volunteers on the basis of their seniority as defined in *Section 1 of Article 19*, provided, however, that if the number of volunteers is insufficient to staff the Special Duty Shift, such duty shift shall be staffed by employees in inverse order of their seniority as provided in *Section 1 of Article 19*.

**Section 6.** Employees whose regularly scheduled shift is "A", "C" or "D" shift shall be paid a shift differential of sixty cents (.60c) per hour for all hours worked during that shift. The employee may also elect to be paid in special time off at a rate of 0.15 hours per day. Effective beginning January 1, 2016, employees whose regularly scheduled shift is "A", "C" or "D" shift shall be paid a shift differential of eighty cents (.80c) per hour for all hours worked during that shift. The employee may also elect to be paid in special time off (STO) at a rate of 0.20 hours per day.

For example, an employee whose regularly scheduled shift is "B" shift and who volunteers or is ordered to work overtime on "A", "C" or "D" shift, would not receive shift differential for that overtime work.

**Section 7.** Each Patrol Division Deputy working the twelve (12) hour shift schedule shall be scheduled to take four hours off of one (1) of his/her scheduled work days in each work cycle so that the scheduled number of hours worked in each cycle equals eighty (80) hours. These four (4) hours off can be taken at the beginning or the end of the twelve (12) hour work day. These four (4) hours off are to be bid for by seniority prior to each fourteen (14) day work cycle, and must be approved by the deputy's supervisor. Also, these four (4) hours off can be subject to change as needed by the department, or by the deputy if approved by his/her supervisor. If the deputy is unable to take off these four (4) hours, the four (4) hours can be carried over into the next fourteen (14) day work cycle, but must be taken off within that next cycle.

**Section 8.** At the discretion of the Sheriff or his designee and in lieu of overtime, sworn employees may be temporarily assigned outside of their regular duties and shifts in order to attend pre-scheduled mandatory annual in-service training, scheduled specialty position training and/or meetings, and work related committee meetings the employee may volunteer to sit on.



**Section 9. Daylight Savings Time Adjustments.** All bargaining unit members that as the result of an autumn Daylight Savings Time change actually work one (1) additional hour, shall be paid for the additional hour within the affected pay period. The additional hour actually worked shall be counted toward the calculation of overtime. All bargaining unit members that as the result of a spring Daylight Savings Time change actually work one (1) less hour, shall be paid for actual hours worked. Should an employee affected by a spring Daylight Savings Time change desire to be paid for the lost work hour, he or she may elect to use one (1) additional hour of accrued vacation leave, compensatory time, or special time off (STO). The employee has the responsibility to submit the appropriate leave-use request to the Sheriff or his/her designee within the affected pay period in order to remedy the lost work hour.

**ARTICLE 10 -  
ATTENDANCE IN COURT, CONFERENCES AND OTHER MEETINGS**

**Section 1.** Attendance in court or before an administrative tribunal in connection with an employee's officially assigned duties in connection with County business or authorized attendance at a trade or professional meeting or training course which relates directly to official County business shall not be considered leave of absence. Any employee who is officially authorized to attend such functions shall be paid at his regular rate of pay for the period of attendance.

**Section 2.** If an employee is required to attend court or attend an administrative tribunal and the scheduled start time is more than two hours outside of the employee's regularly scheduled shift he/she shall be compensated at the higher of a minimum of three (3) hours straight time or at the applicable overtime rate specified by *Article 15, Section 1*. The employee may also elect to be compensated at the applicable compensatory time. If the court assignment is within two hours, either prior to or following an employee's regularly scheduled shift, the rate of overtime pay shall be computed at the applicable overtime rate specified by *Article 15, Section 1*.

**ARTICLE 11 - SICK LEAVE, LIGHT DUTY,  
INJURED ON DUTY AND LINE OF DUTY DEATH**

**Section 1. Sick Leave Purpose and Prohibition.** The purpose of paid sick leave is to reimburse employees, other than seasonal, temporary or probationary, for those occasional instances when daily absences are necessitated because of illness and to provide some measure of income protection for extended illnesses or disability for those employees who have demonstrated their loyalty to the citizens of Douglas County by reason of their long years of active County employment. Sick leave is not designed or intended to provide additional remuneration by allowing employees to be paid for their accumulated and unused sick leave days at retirement or termination of employment.

**Section 1A.** Sick leave with pay should be requested and granted only in cases of absence necessitated because of illness which incapacitates the employee from the performance of his duties as defined in Section 2.

**Section 2. Definition of Sick Leave.** A leave of absence granted for any one of the following reasons shall be sick leave:

- Absence necessitated because of bona fide illness or injury other than illness or injury arising out of and in the course of County employment, provided that employees who become injured as a result of and while engaged in secondary employment outside of County service shall not be entitled to sick leave with pay for such injury. Absence due

to illness or injury arising out of and in the course of employment is referred to as a "disability leave." Such disability leave may be supplemented by sick leave.

- Absence because of medical or dental appointments.
- Absence due to quarantine established and declared by the Department of Public Health or other competent authority, but only for the period of such quarantine.
- Absence due to alcoholism or drugs if medically diagnosed by a licensed physician and the employee is receiving assistance, or has agreed to an approved cause of treatment, approved by the Sheriff.
- Absence due to pregnancy.

**Section 2A. Definition of Immediate Family.** For purposes of this Article, an employee's 'immediate family' shall be defined as the employee's parent(s), spouse, child(ren) by blood, adoption, or marriage; and the employee's sibling(s).

**Section 3. Sick Leave Eligibility.** Employees subject to this contract and who have been employed in a permanent position continuously for at least ninety (90) days, and who are absent because of illness or injury as defined in Sections 1 and 2 above, shall be entitled to sick leave with full pay. Sick leave because of absences due to a quarantine as defined in Section 2 of this Article may be granted without the necessity of occupying a position for any period of time.

Employees covered by this agreement may utilize up to forty-eight (48) hours of sick leave in a calendar year for an illness of an immediate family member.

The use of sick leave may be used in time increments of one-fourth (1/4) hour. Use of this time is to be within the contract guidelines and with the approval of the immediate supervisor.

**Section 4. Calculation of Sick Leave Credits.** Sick leave shall be earned each month by full-time employees at the rate of fourteen (14) days per year pro-rated over twenty-six (26) pay periods, 4,308 hours per pay period.

**Section 4A. Optional Clause:** In the event that the Douglas County Sheriff would institute a ten (10) hour, four (4) day work week, Sheriff Deputies would be charged with an absence of ten (10) hours for every day of sick leave used due to sickness or injury.

**Section 4B. Optional Clause:** In the event that the Douglas County Sheriff would institute twelve (12) hour shifts, Sheriff Deputies would be charged with an absence of twelve (12) hours for every day of sick leave used due to sickness or injury.

**Section 5. Accumulation of Sick Leave.** An employee shall not accumulate usable sick leave in excess of one hundred eighty (180) work days.

**Section 5A.** A break in service, except by virtue of an approved leave of absence, will cause prior earned sick leave credits to be canceled.

**Section 5B.** 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 compensable 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 5C.** Accumulated unused sick leave will be applied to pension benefits at the time of retirement on a one (1) for one (1) basis.

**Section 5D.** There shall be no retroactive credits to be applied prior to the effective date of this contract.

**Section 6. Use of Sick Leave to Supplement Disability Leave.** Employees of the County who are absent because of disability arising out of and in the course of their employment are governed by the provisions of Workers' Compensation laws. At the option of said employee, salary may be paid and charged against earned and unused sick leave credits. Such paid sick leave shall be the amount which when added to the disability indemnity payable under the Workers' Compensation law will equal the salary, excluding shift premium and/or overtime, paid the employee in his County position at the commencement of disability. If partial sick leave is paid to supplement the disability indemnity payments, the employee's earned and unused sick leave credits shall be adjusted accordingly.

**Section 7. Application for Sick Leave.** Illness or non-compensable injury caused by the employee's own misconduct, intentional self-inflicted injury or gross negligence shall not be the basis of any paid sick leave.

Applications for sick leave of less than five (5) working days shall be made and approved by the employee's Department Head or his representative and reviewed, if deemed necessary, by the Sheriff. Upon request, the employee must submit proof of illness by furnishing a doctor's statement.

No sick leave exceeding five (5) working days shall be granted to any person unless the employee submits a physician's certificate. Such sick leave request shall be reviewed and approved by the employee's Department Head, with final approval by the Sheriff.

If an employee has been absent for a period of ten (10) working days or longer, it will be necessary to see the employer's doctor, if requested by management, 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.

In the event any application for sick leave is denied, the applicant may appeal to the Douglas County Merit Commission. The Commission shall investigate the facts of the case and render a decision which will be final and binding. Abuse of the sick leave policy is cause for disciplinary action.

**Section 8.** If an employee is absent due to illness, he must be available either at home, in a doctor's office, or in a hospital.

If an employee is absent due to injury, and/or is on sick leave or IOD leave, s/he is to keep his immediate supervisor advised of the location and phone number at which he/she can be reached.

**Section 9. Light Duty.** If a Deputy is required or has requested to be placed on light duty, every effort will be made to assign such Deputy to their current shift. In no event shall the Deputy be required to work on the "A" Shift. If the employee must be moved from the "B" Shift to the "C" Shift or from the "C" Shift to the "B" Shift, the Sheriff will consider adjusting the work hours for such shift based on the family considerations involved.

Unless approved by the Sheriff, employees are prohibited from engaging in secondary employment while on light duty or any type of paid or unpaid leave, other than vacation leave, comp time leave and special time off. Violation of this provision will be just cause for dismissal.

**Section 10. Injured on Duty Policy.** An employee shall be considered on “Injured on duty” (IOD) status when he/she is injured or acquires a disease or illness while performing duties within the scope of his or her legal authority as a Sheriff’s Deputy and said injury is a direct result of those duties. Furthermore, in order to be considered for IOD, an employee must have been following standard operating procedures, and the injury must not have occurred during off-duty employment, unless the employee is forced to assume his/her official law enforcement duties during such off-duty employment. In order to be granted such IOD status, a request for IOD must be submitted along with a detailed report describing the incident that caused the injuries. 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 prior to the end of the Deputy’s shift, unless he/she is physically incapable of doing so, in which case the report shall be submitted by the Deputy’s immediate supervisor.

The Sheriff, or his/her designee, will review each IOD request and make a determination as to whether the requirements for IOD, set forth above, have been met. The Sheriff, or his/her designee, will inform the employee in writing of his/her decision. If an employee fails to cooperate in providing the Sheriff, or his/her designee, with requested medical information, IOD status will be denied. Once a Deputy has been designated on IOD status, that status runs continuously, even during periods of light duty, until the employee is taken off IOD. The Sheriff, or his/her designee, may terminate IOD status when the Deputy is fit for duty and has been medically released; or has reached maximum medical improvement and is not fit for duty. The Sheriff, or his/her designee, will provide the employee with written documentation explaining the basis for terminating IOD status.

**Section 10A.** A Deputy may qualify for up to a maximum of three hundred and sixty-five (365) continuous calendar days of Injured on Duty status if the injury was sustained while performing “Law Enforcement Duties”, or a maximum of ninety (90) continuous calendar days of Injured on Duty status for non-law enforcement duties. Use of annual leave, compensatory leave or sick leave, or any type of available leave, including limited duty status, will have no effect on the start or finish times of Injured on Duty status.

The Sheriff, or his/her designee, will inform the employee in writing of his/her decision. An employee’s IOD status shall expire upon the Sheriff’s determination that the employee has reached maximum medical improvement. Such determination shall be based on competent medical evidence. The maximum period of time for IOD status based upon one injury shall not exceed 365 calendar days. However, the Sheriff may extend the 365-day time limit upon his/her determination that the employee will be able to return to duty within a reasonable amount of time.

“Law enforcement duties” are duties as defined in the Sheriff’s Merit Commission Rules and are job functions unique to law enforcement employees. Examples of law enforcement duties are, but are not limited to, traffic pursuits, stops or enforcement, service of warrants or arrests, interrogations of a criminal nature, attempts to make an arrest or detention, and altercations with prisoners. Non-law enforcement duties are injuries that occur during the performance of duties that are not unique to law enforcement.

**Section 10B.** There is hereby created an Injured on Duty Committee, which shall consist of two (2) members designated by the Sheriff, two (2) members designated by the Union and one person mutually agreed to by the Sheriff and the Union. This fifth member’s appointment shall be for one year,

commencing July 1<sup>st</sup> and terminating June 30<sup>th</sup> of each year. The IOD Committee will meet only when necessary and not on a regularly scheduled basis. The Committee will examine matters relating only to the determination of IOD status. The Committee shall have the right to request medical and departmental information directly related to the injury in question or IOD status and to interview the employee and any other persons who have direct knowledge of the incident which lead to the alleged injury. All information received by the Committee shall be deemed confidential, shall not be subject to disclosure, and shall not become part of the employee's personnel file.

A Deputy who is originally denied IOD, denied an extension, or whose IOD status has been terminated during the original period or extension, may request that the IOD Committee review his/her request. The Committee will review the case and make a recommendation to the Sheriff, or his/her designee, as to whether or not the IOD status should be granted or denied; whether or not an extension should be granted or denied; or whether or not an IOD status should be terminated.

The Committee will notify the employee and Sheriff, or his/her designee, in writing of its recommendation. Any decision made by the Sheriff, or his/her designee, adverse to the employee, may be appealed pursuant to the Grievance procedures of this agreement.

**Section 11. Line Of Duty Death.** In the event of a line-of-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-five thousand dollars (\$25,000).

In the event of a line-of-duty death, the Department shall pay the cost of reasonable funeral expenses up to a maximum of fifteen thousand dollars (\$15,000).

## ARTICLE 12 - VACATION LEAVE

**Section 1. Eligibility.** All employees, excluding temporary or seasonal employees, shall be eligible to earn vacation credits based on each full calendar month worked. Employees working less than a full calendar month will earn vacation credits on a pro-rata basis. Probationary employees shall earn vacation credits from their start date, but may not take vacation leave until the completion of six (6) months of service. Vacation leave may be used in increments of one-fourth (1/4) hour. No employee may take vacation leave unless such leave is approved by his supervisor. Supervisors shall endeavor to schedule the work so as to allow employees to take vacation at their requested time. Vacation scheduling shall be based, within the constraints of efficient operations, upon length of service.

**Section 2.** Vacation shall be earned on the basis of the following schedule:

YEARS OF CONTINUOUS SERVICE	VACATION LEAVE
Start 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 2A. Optional Clause:** In the event that the Douglas County Sheriff would institute a ten (10) hour, four (4) day work week for Douglas County Deputy Sheriffs assigned to road patrol duties, a day of vacation leave would result in the employee being charged with ten (10) hours of vacation leave time, rather than eight (8) hours, as shown in the vacation schedule as set out in *Article 12, Section 2*.

**Section 3.** Employees who are terminated and have unused but earned vacation leave shall be entitled to their earned vacation at the time of termination, payable in cash. However, employees with less than one (1) year of service must have passed their probationary period to earn any pro-rata vacation entitlement.

**Section 4.** Carry Over of Vacation Credits. An employee, with the approval of his supervisor, may elect to carry over vacation credits earned one year to the subsequent service year. However, no employee shall be permitted to carry over vacation credits which are the equivalent of more than thirty (30) working days.

**Section 5. Temporary Vacation Adjustments.** It is not the intention of this contract or the Sheriff's Office to disadvantage Douglas County employees covered under this contract with regard to earned but unused vacation credits. Consequently, employees who have accumulated vacation and carried the vacation days forward to the current year, shall maintain that entitlement, but shall endeavor with their supervisor's approval to take such entitlement within a reasonable length of time. Bureau captains shall submit to the Sheriff the names and vacation days carried forward of each employee in this category together with a schedule as to when these days are to be taken.

**Section 6.** An employee at his discretion may donate annual leave to another employee in increments of one day. The intent of this provision is to allow employees an opportunity to assist other employees who are sick or are caring for a sick family member and who have exhausted sick leave, annual leave and compensatory time. This provision is not intended as a means of extending ones vacation time or transferring unused vacation in excess of thirty (30) days for the use of another. The Sheriff may deny the transfer of annual leave if the spirit of this provision is violated.

**Section 7.** Where an employee's leave (vacation, compensatory, special time off, holiday and floating holiday) of forty (40) or more hours on consecutive days, scheduled pursuant to the provisions of this contract, is cancelled by the Sheriff or his representative with fourteen days notice or less, or any such leave of less than forty (40) hours on consecutive days is cancelled with 48 hours notice or less, such employee shall be paid one and one-half times his/her regular rate of pay for the number of hours worked during the cancelled vacation period and such time will not be charged against his/her accumulated vacation leave. (An employee's regularly scheduled days off do not count toward the "consecutive" requirement above, however, such regularly scheduled days off do not "break" the consecutive requirement). This provision shall not apply where an employee initiates the cancellation.

## **ARTICLE 13 - LEAVE OF ABSENCE**

**Section 1. Military Leave.** A regular employee, excluding seasonal or temporary employees, who is required to perform two (2) weeks of summer camp training under the National Armed Forces Reserves including Army, Navy or Marine Corps Reserves or State National Guard, shall be paid for the difference between his pay while performing such training and the compensation he would have received at his regular straight time salary. This provision does not apply to employees who perform such training duties during periods of lay off, vacation or during any other periods of recognized leaves of absence, nor does this provision apply unless the employee works or is excused on his last scheduled work day prior to the leave granted and his first scheduled work day thereafter.

**Section 1A.** In the event an employee is required by law to enter the Military Service of the United States (or in the event that he is subject to such requirement under the law and he enlists in the Military Service in anticipation of early induction), he shall have the right to be reinstated in accordance with the provisions of the Selective Service Act or such other legislation governing his reinstatement rights as may

be applicable. Such employee, upon being honorably discharged from Military Service and being otherwise eligible under said Act to be reinstated, shall have such length of service as he would have had, had he continued in the employ of the County during the period of service.

**Section 2. Funeral Leave.** Where there is a death of an employee's mother, father, step-mother, step-father, spouse, children, step-children, or a minor individual for whom the employee has assumed the legal rights, duties and responsibilities of a parent, the employee may utilize funeral leave not to exceed five (5) working days.

Where there is a death of an employee's grandparent, grandchild, brother, sister, stepbrother, stepsister, half-brother, half-sister, current mother-in-law, current father-in-law, current daughter-in-law or current son-in-law, an employee may utilize funeral leave not to exceed three (3) working days.

Where there is a death of a current brother-in-law, current sister-in-law, aunt, uncle or any person related by blood or marriage and who is not more distant than a 2nd cousin, great aunt, great uncle, or any person who at the time of death was a resident of the household of the employee, the employee may utilize up to one (1) working day of funeral leave.

Any funeral leave must be approved by the employee's supervisor prior to it being taken. However, it is agreed that there are times when it is not possible for the employee to obtain prior approval. In those instances, the employee shall notify his/her supervisor of the need to take funeral leave, and the number of days the employee needs to be absent from work. The funeral leave must contain the day of the funeral or memorial service that is held for the deceased. If working in a twenty four (24) hour operation, then the day off shall be determined by the elected official/department head or supervisor.

**Section 3. Other Leave of Absence Without Pay.** In addition to vacation, military or sick leave allowances, employees may be allowed to be absent from work without pay for a period not to extend beyond one (1) year on the basis for application for leave without pay approved by the respective department heads and the Sheriff or his designated representative. Such leave shall be granted only when it will not adversely affect the interests of the County. An application for leave of absence for travel, study or any other educational purpose which will equip the employee to render more effective services to the County shall be deemed as not to adversely affect the interests of the County. This section does not apply to probationary employees.

**Section 4. Cancellation of Leaves of Absence.** All leaves of absence shall be subject to the condition that the Department Head may cancel the leave at any time upon written notice to the employee and to the Sheriff specifying a reasonable date for the termination of the leave. The Sheriff or his designated representative upon prior notice to the employee and the Department Head may cancel an approved leave of absence at any time he finds the employee is using the leave for other than those specified at the time of approval. In case of emergency, a Department Head may cancel all leaves by verbal or written communication.

**Section 5. Leave of Absence - Length of Service.** As used in this Article, continuous employment or service means employment with the County without a break or interruption; provided that any suspension for disciplinary reason, any absence of authorized leave with pay, authorized absence on leave without pay, or lay off for thirty (30) calendar days or less shall not constitute a break or interruption of service or employment within the meaning of this Section. The provisions of the Section shall not apply to military leaves as provided in Section 1/1A hereof.

**Section 6. Authorization for Leave.** No payment for any leave of absence shall be made until leave has been properly approved. Notification of any leaves of absence without pay shall be submitted to the Sheriff prior to taking the leave.

**Section 7. Leave Computations.** For the purpose of calculations, leave absence shall be computed to the nearest one-fourth (1/4) hour, and leave accruals shall be credited on the same basis. Employees shall not have deductions made from leave accumulations for holidays that occur at the beginning, during or at the end of a period of leave with pay.

**Section 8. Absence Without Leave.** Any unauthorized absence of an employee from duty shall be deemed to be an absence without pay and may be grounds for disciplinary action by the Department Head. In the absence of such disciplinary action, any employee who is absent for three (3) days or more without authorized leave shall be deemed to have resigned. Such absence may be covered, however, by the Department Head by a subsequent grant of leave with or without pay where extenuating circumstances are found to have existed.

**Section 9.** The President of Fraternal Order of Police of Lodge 2 or his designated representative may request time off without pay to conduct F.O.P. business. This leave of absence will not alter the seniority of the F.O.P. President or his designated representative.

**Section 9A.** The President of the Fraternal Order of Police, Lodge #2 or his designated representative, and the deputy sheriff member of the Merit Commission will be allowed to attend Merit Commission meetings while on duty without loss of pay.

**Section 9B.** The Union president, or his/her designee, shall be allowed up to five days of legislative leave, with pay, per year to attend the Nebraska Legislature while it is in session.

## ARTICLE 14 - HOLIDAYS

**Section 1.** The following, in addition to any other days designated and observed by Douglas County, are holidays and shall be observed as follows:

- New Year's Day
- Martin Luther King's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day
- Floating Holiday (1).....With the approval of the Sheriff or designee

**Section 2.** All work performed on any observed holiday shall be compensated for at the rate of one and one-half (1-1/2) times in addition to eight (8), ten (10) or twelve (12) hours of holiday pay, depending on the deputies regularly scheduled hours of work.



**Section 2A.** The employee shall be able to determine the type of compensation allowed for work performed on the observed holiday (special time off or wage compensation).

**Section 3.** Whenever a holiday falls on a Sunday, the following Monday shall be observed as the holiday. Whenever the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. However, for employees assigned to Road Patrol, holidays shall be observed on the days on which they fall.

**Section 4.** Whenever a holiday occurs during an employee's regularly scheduled day off, such employee shall receive compensation for the holiday on the basis of eight (8), ten (10) or twelve (12) hours of pay at straight time, depending on the employee's regularly scheduled hours of work, at the employee's rate of pay at the time of the observed holiday.

**Section 4A.** The employee shall be able to determine the type of compensation allowed when the holiday occurs during the employee's regularly scheduled day off (special time off or wage compensation).

**Section 5.** Employees who are absent without leave on the work day immediately preceding or following the observed holiday shall not be entitled to holiday pay or other provisions of this Article. Any suspension made under the provisions of this Contract shall be treated as absent without leave under this Section.

## **ARTICLE 15 - OVERTIME AND CALL-IN PAY**

**Section 1.** Overtime will be paid to employees in the bargaining unit at the rate of one and one-half times (1-1/2) the normal rate of pay for all hours worked in excess of eighty (80) hours in a 14 day work period.

For new hires assigned to training at Grand Island, their overtime shall be paid at the rate of one and one-half times (1-1/2) the normal rate of pay for all hours worked in excess of eighty-six (86) hours in a 14 day work period.

**Section 1A. '48-Hour Rule'.** If an employee is approved for sick leave or funeral leave, up to forty-eight (48) hours before, or up to forty-eight (48) hours after receiving overtime, the rate of pay for the employee shall be paid at the normal (straight) rate of pay. If the employee receives overtime beyond this 'forty-eight (48) hour rule', then the employee shall be paid at the one and one-half (1 ½) times the normal rate of pay.

**Section 2.** Except for employees in the Criminal Investigations Division, if an employee is called to duty during his off-duty time with less than 24 hours notice, such employee shall be paid the higher of a minimum of four (4) hours at the rate of straight time or the actual time worked computed at the applicable overtime rate specified by Section 1 of this article. If the call-in is immediately prior to or immediately following a normal working day the rate of overtime pay shall be computed at the applicable overtime rate specified by Section 1.

When a member has at least 24 hours advance notice and is scheduled to report to duty for a work function, including meetings, grant assignments and/or training, personnel will be compensated for at least two hours of work or the overtime rate for actual number of hours worked, whichever is greater. For employees in the Criminal Investigations Division, if an employee is called to duty during his off-duty time such employee shall be paid the higher of a minimum of four (4) hours at the rate of straight time or the actual time worked computed at the applicable overtime rate specified by Section 1 of this

article. If the call-in is immediately prior to or immediately following a normal working day the rate of overtime pay shall be computed at the applicable overtime rate specified by Section 1.

It is understood that an employee is not “called to duty” pursuant to the above contract language unless the employee actually must leave his residence and report to work for duty. If an employee receives a telephone call off duty and must make decisions, schedule or contact subordinates to come in, etc., this employee will be compensated at time and one-half (1 ½) for the actual number of hours on the telephone.

An employee who is required to participate in an Automatic License Revocation (ALR) telephonic hearing while he/she is off duty will be compensated at straight time for the first hour spent in the telephonic hearing and time and one-half for the actual numbers of hours spent thereafter. If the hearing lasts less than one hour, the employee shall be guaranteed one hour at straight time.

**Section 3.** All overtime pay earned shall be paid within a two (2) week time period.

**Section 4.** If requested, each employee shall receive from the Douglas County Sheriff all overtime slips presented by that employee.

**Section 5.** The following will be constituted as hours worked:

Holidays, Vacation, Compensatory Time, Special Time Off

The following will not be constituted as hours worked:

Sick Leave, Funeral Leave, Jury Duty

**Section 6.** At the option of the employer, employees may accrue compensatory time instead of overtime pay up to a total of four hundred eighty (480) hours of compensatory time. An employee who has accrued compensatory time may request the use of such compensatory time, and shall be permitted by employer to use such time within a reasonable period after making such requests if the use of such compensatory time does not unduly disrupt the operations of employer.

**Section 7. Compensatory “Cash In”.** At the discretion of the Sheriff, he/she may authorize the “cash in” of up to forty (40) hours of compensatory time per fiscal year. If offered, it will take place near the end of the fiscal year, between May 15<sup>th</sup> and June 15<sup>th</sup>. The compensatory “cash in” will be offered on a seniority basis (years of service with DCSO) and the Sheriff will determine the total number of employees that will have the ability to participate each year. This provision is not intended to limit the Sheriff’s authority to pay out compensatory time of more than 40 hours at any time.

**Section 8.** Upon an employee’s separation of employment with Douglas County the employee shall be entitled up to a maximum of 480 hours of pay by using a combination of paid compensatory time and special time off at the employee’s current rate of pay. The compensatory time hours shall be paid off first. If the employee has less than 480 hours but has sufficient hours in his/her special time off bank then the two can be combined to equal 480.

For employees hired prior to January 1, 2011, only compensatory time shall be used towards computation of pension. For employees hired after January 1, 2011, compensatory time shall not be used towards computation of pension. Special time off shall not be used towards computation of pension for any employee. If the employee still has special time off in his/her special time off bank the earned and unused special time off shall be forfeited.

**Section 9.** The following are eligible to be designated as Compensatory Time:

- 1) Overtime as defined in section 1
- 2) Overtime as defined in section 2
- 3) Court time

**Section 10.** The following are eligible to be designated as Special Time Off:

- 1) Shooting allowance
- 2) Assumption of duty above classification, i.e. acting supervisor.
- 3) Specialty pay
- 4) Shift differential
- 5) Holiday pay
- 6) On Call pay

## **ARTICLE 16 - ALLOWANCE FOR UNIFORMS**

**Section 1.** Each uniformed employee shall receive a uniform allowance of \$1,250.00 per year (payable quarterly) for the purchase and maintenance of uniforms and personal items of clothing and equipment as prescribed by the county as set forth in *Appendix A*, provided that the county shall furnish and maintain all other items of clothing and equipment.

**Section 2.** In the case of any probationary employee as defined in *Article 8, Section 1*, such employee shall be paid the whole amount of a total year's uniform allowance, as defined in Section 1 of this Article, at the time of his appointment; provided, however, such employee shall be required to spend that entire amount for the purchase of uniforms and equipment as prescribed by the County. In the event a probationary employee resigns or is terminated prior to the completion of their probationary period, the employee will reimburse Douglas County at the rate of \$3.42 per day for each day remaining in the probationary period.

**Section 3.** Each employee who is designated a regular Deputy Sheriff, Sergeant or Lieutenant, and who receives a uniform allowance, shall be required to maintain at least one (1) full uniform for winter and summer wear as prescribed by the County.

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

**Section 5.** Any employee receiving a uniform allowance who is absent from work for thirty (30) consecutive working days or more shall have their uniform allowance reduced by \$3.42 per day for each day of their absence.

**Section 6.** Douglas County will bear the expense of any uniform changes, unless otherwise agreed to between Douglas County and F.O.P. Lodge #2.

**Section 7.** In addition to any disciplinary action that may be imposed, any employee who does not meet the required uniform standards of inspection for those items listed in *Appendix A*, and after one week notice has not met the standard, shall have their uniform allowance reduced by \$3.42 per day for each day thereafter until the standard is met.

## **ARTICLE 17 - SAVINGS CLAUSE**

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

## **ARTICLE 18 - LEGAL ASSISTANCE**

**Section 1.** The County shall provide upon request and without charge of any kind, legal counsel for the defense of a Deputy Sheriff against whom an action for false arrest or imprisonment has been brought arising out of an arrest in the apparent performance of duty; however, a member of the Office of County Attorney may be furnished as such counsel and in such cases the County shall not pay for other counsel.

## **ARTICLE 19 - SENIORITY**

**Section 1.** Seniority shall be based on continuous length of service in classification without break or interruption; provided that any suspension for disciplinary purpose, absence on authorized leave with pay, absence on authorized leave without pay, or layoff for thirty (30) calendar days or less shall not constitute a break or interruption of service within the meaning of this Section.

**Section 2.** Seniority shall commence from the date on which the employee becomes a regular employee upon satisfactory completion of the probationary period.

**Section 3.** A list of employees arranged in order of seniority by classification shall be maintained and made available for examination by employees; provided that the seniority list shall be revised and updated at the end of each fiscal year. A copy of same shall be transmitted to the Union.

**Section 4.** Where two or more employees in the same classification were appointed on the same date, their seniority standing shall be determined in the order of their rank on the certified employee list from which their appointments were made.

**Section 5.** Shift bids and days off will be by seniority on continuous length of service.

## **ARTICLE 20 - ASSUMPTION OF DUTIES ABOVE CLASSIFICATION**

**Section 1.** When an employee works a majority of their shift in a classification higher than that to which he/she has been appointed, he/she shall be compensated with two (2) hours of special time off, or the employee may elect to be paid at straight time for hours actually worked at the step of the Sergeant pay scale that is next higher than the step that he/she is currently on in the Deputy classification (i.e. a deputy at step 4 of the deputy pay scale may elect to be paid at step 5 of the Sergeants' pay scale.)

Earned special time off will be placed in a Special Time Off bank, and there is no limit on how much special time off an employee can accrue. Requests for use of earned special time off shall be granted in the same manner that per diem annual leave is granted. Special time off leave may be used in increments of one quarter (1/4) hour.

**Section 2.** Where the assumption of duties occurs, the order of that assumption will be the next ranking command officer assigned to that shift. If there is no Command Officer scheduled to work due to illness, vacation or other reasons, the duty of acting supervisor will be designated by a command officer at the rank of Lieutenant or above.

#### **ARTICLE 21 - LONGEVITY**

**Section 1.** Each full-time employee covered by this contract shall receive longevity pay based upon each employee's years of service within the Douglas County Sheriff's Department through December 31, 2015. The rate and years of service are effective as of July 1, 1978. Years of continuous service within the Douglas County Sheriff's Department shall be determined and longevity pay will be computed as follows:

5th 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

**Section 2.** Beginning on January 1, 2016, all members of the bargaining unit regardless of hire date shall no longer receive longevity pay.

#### **ARTICLE 22 - WAGES AND SPECIALTY PAY**

**Section 1. Wages.** The wage hourly scales in this section reflect the agreed to wage increases for the term of this contract. All step progression will occur at annual service intervals.

'Step 2' for newly hired Deputies shall be paid after six (6) months; this clause shall only apply to members with a start date prior to December 31, 2015.

For period January 1, 2015 – December 31, 2015:

A 'Step 10' for all classifications covered by this contract is created and effective starting in 2015. Bargaining unit members positioned on 'Step 9' and meeting the specified eligibility criteria set forth below will progress to 'Step 10' and will receive retroactive pay as follows:

- In order for a member to progress to 'Step 10' during 2015, the member must be positioned on 'Step 9' and achieve(ed) a minimum of 12 full months of service within the same classification upon 'Step 9'. Depending on what date the member achieved or will achieve a minimum of 12 full months of service upon 'Step 9', will determine whether the member progresses to 'Step 10' as of January 1, 2015, or as of some other date in 2015.
- Members meeting the progression criteria stated above, will receive retroactive pay at the 'Step 10' rate (less 'Step 9' rate) backdated either to the date occurring in 2015 upon which he/she satisfied their 12 full months of service requirement, or retroactive to January 1, 2015.
- Retroactive pay backdated to January 1, 2015, will only occur in cases where, prior to January 1, 2015, the member had already achieved more than 12 full months of service within the same classification from the date of his/her initial placement on 'Step 9'. In no

case will any member receive pay at the ‘Step 10’ rate (less ‘Step 9’ rate) retroactive to any date earlier in time than January 1, 2015, regardless of any member’s years of overall service.

<b>Deputy OCC1105</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
	20.95	21.98	23.09	24.26	25.45	26.72	28.10	29.48	30.67	32.20
<b>Sergeant OCC1240</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
	27.07	28.16	29.30	30.46	31.70	32.95	34.27	36.00	37.45	39.14
<b>Lieutenant OCC1295</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
	30.46	31.70	32.95	34.27	35.65	37.08	38.58	40.52	42.16	44.06

For period January 1, 2016 – December 31, 2016 (reflecting a 2.5% increase over the 2015 pay scale):

<b>Deputy OCC1105</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
	21.47	22.53	23.67	24.87	26.09	27.39	28.80	30.22	31.44	33.01
<b>Sergeant OCC1240</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
	27.75	28.86	30.03	31.22	32.49	33.77	35.13	36.90	38.39	40.12
<b>Lieutenant OCC1295</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
	31.22	32.49	33.77	35.13	36.54	38.01	39.54	41.53	43.21	45.16

For period January 1, 2017 – December 31, 2017 (reflecting a 2.5% increase over the 2016 pay scale):

<b>Deputy OCC1105</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
	22.01	23.09	24.26	25.49	26.74	28.07	29.52	30.98	32.23	33.84
<b>Sergeant OCC1240</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
	28.44	29.58	30.78	32.00	33.30	34.61	36.01	37.82	39.35	41.12
<b>Lieutenant OCC1295</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
	32.00	33.30	34.61	36.01	37.45	38.96	40.53	42.57	44.29	46.29

For period January 1, 2018 – December 31, 2018 (reflecting a 3.0% increase over the 2017 pay scale):

<b>Deputy OCC1105</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
	22.67	23.78	24.99	26.25	27.54	28.91	30.41	31.91	33.20	34.86
<b>Sergeant OCC1240</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
	29.29	30.47	31.70	32.96	34.30	35.65	37.09	38.95	40.53	42.35
<b>Lieutenant OCC1295</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
	32.96	34.30	35.65	37.09	38.57	40.13	41.75	43.85	45.62	47.68

**Section 2. Specialty Pay.** In addition to any other specialty pay provided by the Sheriff, all sworn employees covered by this contract, during the time they are assigned to the duties listed below, shall be paid the following specialty pay by the County.

A. Hostage Negotiators. Hostage negotiators shall receive specialty pay in an amount equal to one and one-half percent (1.5%) of the top step of the Deputy's pay scale. The employee may also elect to be compensated at 1.25 hours of special time off per pay period.

B. Employees in the following positions/units shall receive specialty pay in an amount equal to three percent (3%) of the top step of the Deputy's pay scale. The employee may also elect to be compensated at 2.5 hours of special time off per pay period.

- Emergency Services Unit (ESU)
- Polygraph Operator
- Cyber Crimes Investigator
- CLAN Lab Responders
- Sketch Artist

**Section 3. Bilingual Pay.** If an employee speaks a language other than English, including sign language for the deaf, with proficiency, as determined by a test administered by the County's Human Resource Department, and such employee is specifically assigned and required to use such skills in the performance of his/her duties, he/she shall receive specialty pay in an amount equal to one and one-half percent (1.5%) of the top step of the Deputy's pay scale, prorated equally over 26 pay periods. This pay is contingent upon the Sheriff specifically assigning and requiring the use of such skills; however, in so doing, the Sheriff may not force an employee to change shifts in violation of this contract. The employee may also elect to be compensated at 1.25 hours of special time off per pay period.

**Section 4. Promotions.** Promotions for 'Deputy to Sergeant' and 'Sergeant to Lieutenant' shall result in placing the promoted employee at the next highest promotional step, nearest in value to the current wage being earned. However, employees will earn no less than four percent (4%) above their base hourly wage that they were earning at the time immediately prior to promotion. If a four percent (4%) increase on an employee's base wage places them between a step they shall be placed on the next highest step. The promoted employee will progress to successive pay steps within their new classification on an annual basis upon his/her promotional anniversary service date.

## **ARTICLE 23 - INSURANCE AND PENSION**

**Section 1.** Medical insurance plans and contributions shall be established by the Douglas County Board of Commissioners. Any changes to such plans and contributions shall apply to employees covered by this contract.

**Section 2.** Pension benefits for employees covered by this contract who were hired before July 1, 2011 shall be those set out in the current Douglas County Employees Retirement Plan.

**Section 3.** For employees covered by this contract who were hired after July 1, 2011, pension benefits for employees covered by this contract shall be the same for current employees under the Douglas County Employees Retirement Plan except for the following:

- Contributions to the pension plan by both the County and the employees shall be as follows:

1-32 years of service.....8.5% of the employee’s gross annual wage.  
 33 years of service .....7.5% of the employee’s gross annual wage.  
 34 years of service.....6.5% of the employee’s gross annual wage.  
 35 years of service and longer.....5.5% of the employee’s gross annual wage.

- 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 .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%

Compensatory time and special time off hours shall not be applied towards an employee’s pension calculation.

**Section 4.** Douglas County agrees that in 2018, it shall sit down with FOP Lodge #2 bargaining team and review all pension plans within the Douglas County Pension Fund. If at that time there is a contract/agreement that still allows for the “Rule of 75” or for more generous pension benefits for County



employees hired after July 1, 2011, the employees covered under this contract who were hired after July 1, 2011 shall revert back to the County's pension plan as it existed prior to July 1, 2011 (Rule of 75), and in that event section 3 of this Article shall become null and void.

**Section 5.** Douglas County will furnish at no charge to the employee a \$15,000 life insurance policy. The employee at his or her option may purchase at their own cost a maximum of \$300,000 of optional life insurance in \$10,000 increments and the benefits provided thereby shall be in accordance with the terms and conditions of the current contract of life insurance.

## **ARTICLE 24 - DRUG TESTING POLICY**

Douglas County has a vital interest in maintaining safe and efficient working conditions for its employees. Being impaired as a result of the use of drugs may pose serious safety and health risks not only to the user, but also to all employees who work with the user. The possession, use, sale or manufacture of an illegal drug in the work place poses unacceptable risks for safe and efficient operations.

The County recognizes that its own health and future are dependent upon the physical and mental health of its employees. Accordingly, it is the County's right, obligation and intent to maintain a safe and efficient working environment for all its employees and to protect County property, equipment and operations.

The Sheriff requires a blood test, urinalysis or other drug screening of those persons seeking employment with the County; for employees reasonably suspected of using or being under the influence of or impaired by a drug; following any accident or injury on the job of a serious nature; or circumstances or work place conditions that justify it. An employee's consent to submit to such a test is required as a condition of employment and the employee's refusal to consent will result in termination. The Sheriff will incur the costs associated with the drug test. The use, sale, purchase, manufacture, transfer or possession of an illegal drug by any employee while in a County facility or vehicle while performing County business is prohibited.

The County's group health plans contain provisions for treatment of employees and their dependents that seek assistance for drug abuse.

### ***DEFINITIONS***

#### **Legal Drugs**

Except as provided below, the use or being under the influence of any legally obtained drug by any employee while performing County business or while in a County facility is prohibited to the extent such use or influence may affect the safety of co-workers or members of the public, the employee's job performance, or the safe or efficient operations of the County. An employee may continue to work, even though under the influence of a legal drug, if the supervisor has determined (after consulting with the Personnel Department for those employees covered by the Civil Service Commission with the Sheriff or his designee and the appropriate medical authority) that the employee does not pose a threat to his/her own safety or the safety of co-workers and that the employee's job performance is not significantly affected by the drug. Otherwise, the employee may be required to take a leave of absence or comply with other appropriate action determined by management.

Legal Drug includes prescribed drugs and over-the-counter drugs, which have been legally obtained and are being used for the purpose for which they were prescribed or manufactured.

### **Under the influence**

“Under the influence” means, for the purposes of this policy, that the employee is affected or impaired by a drug in any detectable manner. The symptoms of influence are not confined to those consistent with misbehavior, or to obvious impairment of physical or mental ability, such as slurred speech or difficulty maintaining balance. A determination of influence or impairment can be established by a professional observation, a scientifically valid test, and, in some cases, by a layperson’s observation.

### **Illegal Drug**

Any drug that is not legally obtainable, or is legally obtainable, but has not been legally obtained. The term includes prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes. This also includes marijuana. The presence in any detectable amount of any illegal drug in an employee while performing County business or while in a County facility is prohibited.

## ***IMPLEMENTATION GUIDELINES***

The Douglas County Sheriff’s Drug Testing Policy provides that individuals may be tested in four different circumstances (All drug tests must be ordered or authorized by the Sheriff or his/her Chief Deputy):

1. The County maintains PRE-EMPLOYMENT screening practices designed to prevent hiring individuals who use illegal drugs or individuals whose use of legal drugs indicates a potential for impaired or unsafe job performance.
2. After any on the job accident or injury of a serious nature.
3. When there is reasonable cause to believe that an employee is impaired by drugs or alcohol.
4. Random testing is necessary to ensure that the integrity of the Sheriff’s Office is maintained, and ensures that the public safety will not be compromised or otherwise endangered.

The first two circumstances are easily identified and require little or no independent discretion as to when the test needs to be performed. This guideline is intended to assist management personnel in determining when there is “reasonable cause” to believe that an employee is impaired, to ensure that the policy is administered fairly and uniformly and, most importantly, to promote a safe and healthy working environment.

## ***MANAGEMENT GUIDELINES IN ADMINISTERING POLICY***

### **When should an employee be tested?**

The front line supervisor is the individual who will have the most contact with the employees under their supervision and will be the most familiar with them. It is their responsibility to determine when they believe an employee is impaired and, as a result, be removed from the working environment for the safety of themselves and other employees. As examples:

1. The employee is unable to walk without holding on to something, or is falling, staggering or stumbling.
2. Their speech is slurred or they are incoherent or rambling.
3. There is a marked change in their behavior (i.e. hyperactive, threatening, hostile or drowsy).
4. There is a general decline or inadequacy of job performance.

The foregoing is certainly not an exhaustive list, but are only some examples of where marked changes in an employee's behavior may cause a supervisor to believe that the individual is impaired. Supervisors may also learn of impairment from complaints by fellow employees or the general public about the individual and his/her job performance.

Once an individual is believed to be impaired, the supervisor shall remove them from the working environment and escort them to a safe location. The Sheriff or his representative shall then be contacted to immediately meet with the supervisor and the individual employee to determine whether they concur that the individual appears to be impaired and should be tested. If the employee suspected of being impaired is represented by the F.O.P., then a representative may be contacted at the request of the employee to participate in this portion of the investigation.

During this interview with the employee, the employee shall be asked whether or not they are currently under a doctor's care and, if so, what they are being treated for and what medications they are taking. The name, address and phone number of the physician shall also be obtained. The supervisor shall also find out when the employee took the last medication and whether they have a prescription for it. If the employee has the medication with them, request to see the medication and take down all pertinent information as to the type of medication, how frequently it is to be taken by the employee and the extent of the dosage. The supervisor shall also find out if the employee is taking any non-prescription medication and ask the employee if they have consumed any alcohol or taken drugs, which are not prescribed. Find out when the drug was taken, what kind or kinds and how much. If after the investigation, it is determined that the employee is not impaired, they shall be returned to their workstation with no loss of pay.

### **How the drug tests are conducted**

Once it is determined that an employee is to be referred for testing, arrangements shall be made by the supervisor to transport and accompany the employee to the testing facility. Under no circumstances shall the employee believed to be impaired be allowed to drive or transport himself/herself home or to a testing facility. If the employee becomes belligerent and insists upon leaving the premises, the supervisor shall discourage them from doing so. If the employee continues to insist upon leaving, the supervisor shall obtain the make of the automobile and license number and immediately call the Patrol Supervisor, advise them of the situation, seek their assistance, and provide them with the make, model and license number of the car, in addition to the employee's name. The employee shall be treated in the same manner as any other citizen who operates a vehicle under the influence of alcohol or a drug.

Prior to actual testing, the employee shall sign the Drug Testing Consent Form if they have not already done so. If the employee refuses to sign the form or submit to the test, they shall be advised that their refusal may lead to their termination. The refusal to consent should be documented by at least one other witness. If they continue to refuse, then the employee shall be suspended with pay pending the outcome of the termination proceedings. However, even if an employee is suspended they should not leave the premises and attempt to drive themselves home. Offer to give them a ride or call a cab. Should they refuse, take the same steps noted above. Only independent, qualified organizations shall administer any drug test.

The actual test shall not be administered by the County, but only by competent laboratories or testing facilities under contract with the Douglas County Board of Commissioners qualified to administer such tests and evaluate the results thereof.

### **Report each incident**

For each instance where management believes there is reasonable cause for an employee to be tested, an Internal Affairs report shall be submitted to the Sheriff or his designee detailing the basis upon which the supervisor felt it necessary to have the employee take the test. In their report, the supervisor shall describe those actions of the employee that led the supervisor to believe that the employee was impaired. Such things as the manner in which the employee walked, spoke, acted, stood, and the employee's demeanor, shall be described in detail. The Sheriff or his designee will be responsible for obtaining and maintaining the report and supplying, in writing, the basis upon which it was determined there was a need for the test.

### **Maintaining Confidentiality**

The results of any drug test shall be returned to the Sheriff or his designee. The results will remain confidential. Only those persons who have a need to know will be provided information necessary to enable them to make an informed decision regarding employment and/or treatment.

1. Those selected for testing for reasonable cause will report to the designated location as directed.
2. The drug test will be evaluated for evidence of usage of substances including, but not limited to: alcohol, marijuana, cocaine, amphetamines, barbiturates and heroin.
3. The employee will be notified as soon as practical if the test shows any evidence of alcohol, illegal drugs or excessive amounts of legal prescriptions.
4. If the initial drug screen is positive, the initial test will be re-run with the same sample to ensure accuracy.
5. If this screen is positive, a confirmation test shall be performed by the testing laboratory utilizing an approved methodology.
6. Results of all tests will be made available only to those with a legitimate need to know. All results will be secured and will not be made available to outside parties except when needed for evaluation by medical/treatment personnel.

### ***PROCEDURE FOR EMPLOYEE TESTING POSITIVE***

1. Employees testing positive will be notified of the results in a conference attended by the Sheriff or his designee. If a Union representing the employee so requests, a Union representative will be invited to attend.
2. Employees testing positive will be required to submit themselves to a drug and alcohol evaluation.
3. This evaluation will provide an additional step in due process. If the evaluation documents a drug or alcohol problem, employees will be required to successfully complete a treatment program recommended by appropriate medical personnel and approved by the Sheriff.
4. As part of the treatment program, employees testing positive will be required to submit to follow-up testing.
5. Employees who refuse to undertake prescribed treatment will be subject to discharge. In addition, failure to complete prescribed treatment without due cause is also grounds for discharge.

### ***HEALTH INSURANCE COVERAGE***

As a provider of health insurance coverage, Douglas County may make drug rehabilitation available. However, cost to the employee is not sufficient cause for refusal to undertake or complete treatment.

### ***DISCIPLINARY ACTION***

Violation of this policy can result in disciplinary action, up to and including termination, even for a first offense.

### ***WORK RULES***

Nothing in this policy precludes the Sheriff from establishing work rules, which apply to employment by the County. Where any state or federal law, or final ruling of a court, imposes restrictions on implementation of this policy, the County will modify this policy in accord with such restrictions.

### ***EMPLOYEES' REPORTING REQUIREMENTS-LEGAL DRUGS***

An employee's use of even a legal drug can pose a significant risk to the safety of the employee or others. Employees who feel or have been informed by their physician that the use of a legal drug may present a safety risk are to report such drug use to their supervisor to determine job related consequences. Supervisors who are aware of such a situation are to report such drug use to the Sheriff.

### ***BENEFITS PROVIDED FOR TREATMENT OF DRUG USE***

The County maintains a group health program, which provides help to employees who suffer from drug abuse. However, it is the responsibility of each employee to seek assistance under the plan before a drug problem leads to disciplinary action, which can include discharge for a first offense. Once a violation of this policy occurs, subsequently using the plan benefits on a voluntary basis will not necessarily lessen the disciplinary action and may, in fact, have no bearing on the determination of appropriate disciplinary action.

The employee's decision to seek prior assistance under the group health plan will not be used as a basis for disciplinary action and will not be used against the employee in any disciplinary proceeding. On the other hand, utilization of plan benefits will not be a defense to the imposition of disciplinary action where facts providing a violation of this policy are independently obtained.

Accordingly, the purposes and practices of this policy and the group health plan are not in conflict and are distinctly separate in their applications.

### ***RANDOM DRUG TESTING***

All employees of the Douglas County Sheriff's Department shall be required to take drug tests on a random basis pursuant to the below-listed policy.

Each employee of the Sheriff's Department shall be issued a specific number, which, for the purposes of this section, shall be known as the employee serial number. Also, each person employed hereafter by the Sheriff shall be issued a serial number. Every six months the Sheriff shall provide to the Merit Commission a list of employees of the Sheriff's Department. Such list shall be by serial number and the name of each person shall not be noted. The Sheriff shall keep the list current.

The Sheriff may order employees of the department to take a drug test pursuant to the following:

Twice during any given six month period the Sheriff shall randomly select approximately 1/6 of employees of the Sheriff's Department for random drug testing. The Sheriff will order those employees to submit to a drug test within 48 hours of notification. All drug tests ordered pursuant to the above random testing policy should be performed in accordance with the mandates of the current existing Douglas County Drug/Alcohol policy.

In selecting the above-mentioned list of employees for testing, the Sheriff shall utilize a probability sampling technique called "simple random selection with replacement". A computer-generated file of random employees shall be used. The purpose for utilizing this technique is to ensure that each member of the department has a similar probability of being selected for testing.

Any notification of an employee of the results of any test given pursuant to the Random Drug Testing Policy or the County's for cause testing policy shall either be personally delivered, delivered by certified mail, or bonded courier to the Sheriff.

Further, it is agreed that should an employee test impaired for alcohol pursuant to any County policy, that employee need not necessarily be terminated, but shall be disciplined pursuant to other provisions of Douglas County's policy on Drugs/Alcohol. This includes termination, but termination is not the only option.

Employees on sick leave or I.O.D. status shall be directed to take the drug test if their serial number is selected. However, in so doing, the Sheriff shall give special consideration to the particular illness/injury of the employee. A competent physician shall decide any questions as to whether or not the employee is medically able to submit to such testing. Verifiable phone communication from such physician may be the basis for the Sheriff declining to order the employee to appear.

Employees on pre-approved annual leave will not be ordered to submit to drug testing while on such leave. When such officer returns from leave, he/she shall be ordered to take the drug test pursuant to the above policy.

Whenever possible, random drug testing shall be ordered during an employee's regularly scheduled work hours.

## **ARTICLE 25 - NON-DISCRIMINATION**

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

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

**Section 3.** The Employer and the 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 shall mean both sexes.

## **ARTICLE 26 - MISCELLANEOUS**

**Section 1.** Each sworn employee who has qualified pursuant to the procedures outlined below shall receive a shooting allowance of three (3) hours at his/her pay at time and one-half (1 ½) each month. The employee may also elect to be compensated at 4.5 hours of special time off per month. In order to qualify for the monthly shooting allowance, an employee must qualify bi-annually by obtaining a score of eighty percent (80%) or better on the state handgun qualification course, as prescribed by the Nebraska Law Enforcement Training Center. Sworn employees must obtain the eighty percent (80%) or better score on the first try in order to receive the shooting allowance.

If at the time the employee is required to qualify, he/she is on light duty because of injury, illness or pregnancy, such employee may request a qualification waiver from the Sheriff. If the Sheriff grants such qualification waiver, the employee must re-test at the next bi-annual qualification shoot, unless further waiver is requested and granted. If that employee was receiving a shooting allowance immediately prior to receiving a waiver, he/she shall continue to receive that shooting allowance during the period that the waiver is effective.

When a sworn employee is removed from the shooting range for any violation, that employee shall be assigned by the employee's Bureau Captain to perform administrative duties as appropriate, until he/she is provided remedial training. Upon successful completion of that remedial training, the employee will be rescheduled for the shooting range and/or qualification.

Members must demonstrate proficiency by qualifying with at least an 80% score on the prescribed state handgun course during each semi-annual scheduled firearms training.

- A) Any member who fails to obtain at least an 80% score will immediately be assigned to the Training Division and will be provided mandatory remedial training as prescribed by the Sheriff. Such training will consist of up to two hours of documented basic firearm instruction.
  - (1) Following remedial training, members will then be permitted two attempts to qualify with an 80% score.
  - (2) Members achieving an 80% or better score on the aforementioned first or second attempt will remain on duty and will not be eligible for additional shooting pay until the next scheduled (semi-annual) firearms qualification.
- B) Members achieving at least 70% but less than 80% following remedial training may continue working regular duty, provided that:
  - (1) The member continues to seek additional remedial training; and
  - (2) The member achieves an 80% score at the next scheduled (semi-annual) firearms training.

Failure to achieve an 80% score on the next scheduled (semi-annual) firearms training will result in the member being placed on Administrative Leave/immediate removal from duty,

and initiation of the disciplinary process/disciplinary hearing.

C) Members who fail to achieve at least a 70% on the first and second attempt following remedial training will be:

- (1) Relieved of regular duty immediately;
- (2) Placed on Administrative Leave and subject to initiation of the DCSO performance related disciplinary process/disciplinary hearing.
- (3) Members who continue to seek additional remedial training.
  - a) If requested the department shall provide the member up to two hours per month of remedial training either at the Elkhorn gun range or at the Omaha Public Safety Training Center.
  - b) The member shall be responsible for providing his/her own ammunition during the remedial training.
  - c) During the remedial training time, if the member obtains an 80% score or better on the Nebraska state handgun qualification course and it's verified by a DCSO firearms instructor then he/she has qualified.

**Section 1A.** Any and all outside employment for all employees of the Douglas County Sheriff's Department covered by this Agreement will have to have the approval of the Douglas County Sheriff. Failure to inform the Sheriff of outside employment will be deemed just cause for disciplinary action.

**Section 2.** The County agrees to permit the FOP 2 President, FOP 2 Second Vice-President and up to two (2) additional members of the Union Negotiation Team to attend contract negotiations at such authorized times, without loss of pay or utilization of annual leave, provided that the Sheriff or designee—is provided with a written certification as to the names of the two additional attendees and/or their alternates. Furthermore, the Sheriff has the sole discretion on a case-by-case basis, to allow additional negotiation team members (beyond the four (4) attendees referenced above) to participate in contract negotiations without loss of pay or utilization of annual leave. Hours spent by any attendee in negotiations or related meetings, will not be included in the computation of overtime or other special time off.

**Section 3.** Any deputy who was a member of the Douglas County Sheriff's Department prior to, or is employed during the effective period of this agreement, shall not be restricted in his/her right to reside within or outside Douglas County, or the State of Nebraska.

**Section 4. College Incentive Pay.** In addition to the regular monthly salary, employees shall receive incentive compensation according to the following schedule:

Upon successful completion of 30 accredited college credit hours - \$15.00 per month

Upon successful completion of 60 accredited college credit hours - \$20.00 per month

Upon successful completion of 90 accredited college credit hours - \$25.00 per month

Upon successful completion of 120 accredited college credit hours - \$30.00 per month



All hours must be semester hours and certified by a transcript from an accredited college or university.

**Section 4A.** An employee covered by this agreement may make a one-time, irrevocable election to receive tuition reimbursement in lieu of College Incentive Pay. Tuition reimbursement shall not exceed the hourly in-state undergraduate rate charged by the University of Nebraska at Omaha. Reimbursement will be made on a quarterly/semester basis upon submission by the employee of a true and official copy of their grades to the Sheriff or his designee, showing a grade of “C” or better. If the course is taken on a pass/fail basis, the employee shall submit an official record showing that he/she passed the course. Reimbursement will be made for up to eighteen (18) semester hours in a contract year and will be paid on a separate check through the Douglas County Clerk/Comptroller’s Office.

**Section 4B.** If the employee receives tuition compensation from other sources besides Douglas County, whether it is local, state, federal, or military (e.g. G.I. Bill), this reimbursement agreement will only cover any residual unpaid tuition, up to the eighteen (18) semester hours in a contract year.

**Section 5. Firearms Cleaning and Maintenance.** Whenever a member is required to attend firearms training, the department shall afford them cleaning time for their department used firearms, whether they are personally owned or DCSO assigned to the member. This cleaning and maintenance allowance will only apply to primary duty firearm(s) used or assigned to the employee, not secondary or back-up firearms.

As part of their regularly scheduled shift, the time period within the shift shall include a half (1/2) hour for a pistol and one (1) hour for a rifle, to allow for the appropriate cleaning and maintenance of the firearms. The Employee Development Division and/or DCSO supervisory personnel will insure that the environmental and/or facility conditions at the training site are conducive to such activity.

If the training schedule, environmental conditions or facility regulations at the training site will not allow for the appropriate cleaning and maintenance of firearms used during training, the employee will be released from duty, based on the cleaning time period(s) previously set in this Section, at the end of the same shift to allow for the appropriate cleaning and maintenance of the firearm(s).

**Section 6. Citizen complaint against an employee with false statement(s).** If, during the course of an internal investigation into a citizen complaint it is determined that probable cause exists to believe that the complainant furnished material information he or she knows to be false with the intent to instigate an investigation, the DCSO will submit a report of the incident to the Douglas County Attorney’s Office for review to determine if any charges should be filed against the person making the false statement/complaint.

## **ARTICLE 27 - POLICEMEN'S BILL OF RIGHTS**

**Section 1.** All Douglas County Sheriff’s Department employees covered by the Sheriff’s Merit Commission rules and guidelines and who have successfully completed the required Probationary Period shall:

Have a right to engage in political activity off duty and out of uniform.

Have a right to refuse to engage in political activity if you so choose.

Have a right not to be subjected to punitive action, or be denied promotion or be 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.

Have a right to have any interrogation, of an internal nature, conducted at a reasonable hour, preferably when you are on duty, or, during your normal waking hours, or have been placed on special assignment for that purpose and relieved of your normal duties, unless the seriousness of the investigation requires otherwise.

Have a right to be compensated for time spent in interrogations that are of an internal nature and are conducted during your off duty time at the prevailing rate of compensation. You shall not be released from employment for any work missed as a result of the internal interrogation or investigation.

Have a right to be informed of the name, rank and command of the officer in charge of the internal interrogation, the interrogating officers, and all persons to be present during the interrogation, in advance of the internal interrogation.

Have a right to have all questions directed to you under interrogation of an internal matter through no more than 2 interrogators at one time.

Have a right to have the interrogating session limited to a reasonable period, taking into consideration the gravity and complexity of the issue being investigated.

Have a right, during internal interrogations, to be allowed to attend to your own personal physical necessities.

Have a right not to be subjected to offensive language or threatened with punitive action, except that an officer refusing to respond to questions or submit to internal investigation or interrogation shall be informed that failure to answer questions related to the investigation or interrogation may be dismissed. No promise or reward shall be made as an inducement to answer any questions.

Have a right not to be subjected to visits by the press or news media without your express consent nor shall your home address or photograph be given to the press or news media by the department without your express consent in matters of an internal nature.

Have a right of access to any tape recordings of any interrogations of you or to have your own tape recorder present.

Have a right to a copy of transcribed notes or to any reports or complaints made by department investigators, except those which are deemed by the Department to be confidential. No notes or reports which are deemed to be confidential may be entered into your personnel file.

Have a right to be informed of your constitutional rights if the interrogation is of a criminal nature.

Have a right to have a representative present if formal charges have been made of a criminal nature or if disciplinary action has been taken as a result of the investigation or interrogation.

Have a right not to be loaned, or temporarily reassigned, to a location or duty assignment if a sworn member of the Department would not normally be given that duty assignment under similar circumstances.

Have a right that no punitive action, or denial of promotion on grounds other than merit, shall be undertaken by the department without an opportunity for appeal under the guidelines of the Merit Commission.

Have a right not to have any comment, adverse to your interest, entered into your personnel file, or any other file used for personnel purposes by the Department, without having first read and signed the instrument containing the adverse comment indicating you are aware of such document. If you refuse to sign the document it will be so noted and placed in your file

Have a right to refuse to inform your employer of information regarding items of property, income, assets, source of income, debts or personal or domestic expenditures and those of your 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 of a conflict of interest or there is the possibility of bribes or other inducements being offered.

Have a right to have your locker free from search except when you are present or by other legal means.

Have a right to file a written response to any adverse document entered into your personnel file in accordance with the Merit Commission rules.

**ARTICLE 28 - DURATION OF AGREEMENT**

**Section 1.** This Agreement is effective from January 1, 2015, through December 31, 2018. This contract may not be reopened without mutual written consent of the parties.

**Section 2.** 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 3.** In the final year of this Agreement, both the FOP 2 and the County agree to exchange initial written contract proposals for the next round of negotiations by June 30<sup>th</sup>.

Fraternal Order of Police  
Lodge No. 2

Douglas County, Nebraska

By: \_\_\_\_\_  
F.O.P President

By: \_\_\_\_\_  
County Board Chair

Douglas County Sheriff

By: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Deputy County Attorney

## ***APPENDIX A***

### **ITEMS COVERED BY THE UNIFORM ALLOWANCE**

Employees covered by this agreement will receive a uniform allowance to cover the cost, maintenance and replacement of the following items:

- One (1) complete winter uniform
- One (1) complete summer uniform
- One (1) gun belt, including holster, handcuff case, baton ring, or expandable baton holder, flashlight ring or holder, magazine case capable of holding at least 2 magazines and other equipment that is currently approved SOP. (Black leather or Clarino)
- One (1) approved raincoat
- One (1) approved traffic safety vest
- One (1) handgun meeting the specifications of the SOP
- One (1) set of handcuffs
- One (1) flashlight
- One (1) baton
- One (1) container of pepper mace

Douglas County will bear the expense of the initial purchase of a bulletproof vest as prescribed by the SOP. Thereafter, each officer will be responsible for the maintenance and replacement of the vest from their uniform allowance.