

AGREEMENT

between

LANCASTER COUNTY, NEBRASKA

and

LANCASTER COUNTY  
DEPUTY SHERIFFS' ASSOCIATION  
FRATERNAL ORDER OF POLICE,  
LODGE 29

2014 – 2016

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## **PREAMBLE**

This Agreement entered into by the County of Lancaster, hereinafter referred to as the County, and the Lancaster County Deputy Sheriffs' Association, affiliated with the Fraternal Order of Police, Lodge 29, hereinafter referred to as the Union, is designed to promote and strive to maintain a working agreement between the County and the Union.

## ARTICLE 1 - DEFINITIONS

For the purpose of this Agreement, the following words, terms and phrases shall be construed in accordance with the definitions assigned to them unless the context in which the same shall be used would otherwise necessarily require a different definition.

- A. DEPARTMENT shall mean the Sheriff's Office of Lancaster County, Nebraska, including and limited to all Deputy Sheriffs, Sergeants and Lieutenants in the bargaining unit.
- B. EMPLOYEE shall mean any employee of the Sheriff's Office of Lancaster County, Nebraska, including and limited to all Deputy Sheriffs, Sergeants and Lieutenants in the bargaining unit. All references to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be considered to include male and female employees, unless the context otherwise requires.

Employee shall not mean and this bargaining unit does not include the position of part-time Deputy Sheriff, whose duties are limited to providing security for the County government buildings and parking facilities. In the event such part-time Deputy Sheriff is appointed to any assignment other than providing part-time security for the County government buildings and parking facilities, he or she shall be included in this bargaining unit. No employee shall be assigned to the position of part-time Deputy Sheriff, whose duties are limited to providing security for the County government buildings and parking facilities, unless such employee and the department mutually agree to such assignment.

- C. DEPARTMENT HEAD shall mean the duly elected or appointed Sheriff of Lancaster County, Nebraska.
- D. PERSONNEL DIRECTOR shall mean the Sheriff of Lancaster County, Nebraska.
- E. CITY-COUNTY PERSONNEL ADMINISTRATOR shall mean the duly appointed department head of the City-County Personnel Department, Lincoln, Nebraska.
- F. MERIT COMMISSION shall mean the duly appointed merit commission for the Lancaster County Sheriff's Office in accordance with Sections 23-1721 to 23-1737 R.R.S, Neb. 1943.
- G. COUNTY shall mean the County of Lancaster, Nebraska.
- H. UNION shall mean the Lancaster County Deputy Sheriff's Association affiliated with the Fraternal Order of Police, Lodge 29.
- I. BOARD OF COMMISSIONERS shall mean the duly elected or appointed commissioners for Lancaster County, Nebraska, as per Neb. Rev. Stat. Section 23-148.

- J. IMMEDIATE FAMILY shall mean the employee's spouse, children, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brothers or sisters. It also includes other close relatives who reside in the same household.
- K. SECONDARY FAMILY shall mean a sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent, grandchild, aunt, uncle, nephew, niece, or first cousin of the employee or spouse.
- L. PROBATIONARY PERIOD shall mean the first twelve months of employment beginning with the date of appointment.

## **ARTICLE 2 - UNION RECOGNITION**

**Section 1.** The County recognizes the Union as the sole and exclusive bargaining representative of all commissioned Deputy Sheriffs of the Lancaster County Sheriff's Department, excluding part-time Deputy Sheriffs whose duties are limited to providing security for the County government buildings and parking facilities, Deputy Sheriffs holding the rank of Captain, the Chief Deputy Sheriff and the Sheriff.

**Section 2.** The term "employee" as used elsewhere in this Agreement means individuals employed in those job classifications which are included in the recognized bargaining unit as set out in Section 1 hereof.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

**Section 1.** All management rights, functions, responsibilities, and authority not specifically limited by the express terms of this Agreement are retained by the County and the duly elected or appointed Department Head, and remain exclusively within the rights of the County and the duly elected or appointed Department Head.

**Section 2.** The Union acknowledges the concept of inherent management rights. These rights, powers, and authority of the County and the duly elected or appointed Department Head include, but are not limited to, the following:

- A. The right to determine, effectuate, and implement the objectives and goals of the County and the Department.
- B. The right to manage and supervise all operations and functions of the County and the Department.
- C. The right to establish, allocate, schedule, assign, modify, change, and discontinue County operations, work shifts, and working hours so long as changes in days off, shifts, and working hours, other than in emergencies, are made only after having given reasonable notice to any employee affected by such change.
- D. The right to establish, modify, change, and discontinue work standards.
- E. The right to hire, examine, classify, promote, train, transfer, assign, and retain employees; suspend, demote, discharge, or take other disciplinary action against employees for just cause; and to relieve employees from duties due to lack of work or funds.\*\*
- F. The right to increase, reduce, change, modify, and alter the composition and size of the work force.
- G. The right to determine, establish, set, and implement policies for the selection, training, and promotion of employees.\*\*
- H. The right to create, establish, change, modify, and discontinue any County function, operation, and department.\*\*
- I. The right to establish, implement, modify, and change statutory financial policies, accounting procedures, prices of goods or services, public relations, and procedures and policies for the safety, health, and protection of County property and personnel.\*\*
- J. The right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures, and policies which are not in direct conflict with any provision of the Agreement.
- K. The right to determine and enforce employees' quality and quantity standards.

- L. The right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments. The County will not abolish or change any bargaining unit classifications for the purpose of depriving the bargaining unit employees of their benefits under this Agreement.\*\*

**Section 3.** The County will attempt to provide reasonable notice to the Union prior to implementation of any of the above.

\*\*Subject to the statutory duties and responsibilities of the Merit Commission.



## **ARTICLE 4 - STRIKES AND OTHER DISRUPTIONS OF NORMAL WORK ROUTINE**

**Section 1.** The protection of the public health, safety, and welfare demands that neither the Union, nor any individual employee in the bargaining unit, or any person acting in concert with them, will cause, sanction, or take part in any strike, walkout, sitdown, slowdown, stoppage of work, retarding of work, abnormal absenteeism, withholding of services, or any other interference with the normal work routine. The provisions of Section 1 of this Article apply as long as this Agreement, or during any renewal or extension thereof, is in effect.

**Section 2.** Violation of any provision of this Article by the Union shall be cause for the County to terminate this Agreement upon the giving of written notice to this effect to the President of the Union, in addition to whatever other remedies may be available to the County at law or in equity.

**Section 3.** Violation of any of the provisions of this Article by any individual employee in the bargaining unit shall be just cause for the immediate discharge of that employee in addition to whatever other remedies may be available to the County at law or in equity. No County employee shall receive any portion of his salary and/or other fringe benefits while engaging in activity in violation of this Article.

**Section 4.** The County agrees that it shall not lock out any employees because of a labor dispute or invoke Section 2 or Section 3 of the Article without just cause.

## **ARTICLE 5 - UNION ACTIVITIES**

**Section 1.** The Union agrees that its members will not solicit membership in the Union or otherwise carry on Union activities during working hours.

**Section 2.** An accredited representative of the Union shall have access to the offices and work areas of the Department at reasonable times during working hours, to perform Union responsibilities outlined in this Agreement, provided that they obtain prior approval from the Department Head or his designated representative. Such approval shall not be unreasonably denied.

## ARTICLE 6 - CHECK-OFF

**Section 1.** The County shall deduct regular monthly Union dues from the pay of each member of the Lancaster County Deputy Sheriff's Association, provided that at the time of such deduction there is in the possession of the City-County Personnel Administrator a current unrevoked written assignment, executed by the member, in the form and according to the terms of the authorization form attached hereto, marked Appendix B, and made a part hereof. Such authorization may be revoked by the member at any time by giving written notice thereof to the City-County Personnel Administrator.

**Section 2.** Previously signed and unrevoked written authorizations shall continue to be effective as to members reinstated following layoff, leave of absence, or suspension not exceeding sixty (60) calendar days; previous authorizations of other members rehired or reinstated shall not be considered to be effective.

**Section 3.** Such authorized deductions shall be made from the first payroll period of each calendar month and will within ten (10) calendar days following the issuance of pay warrants for that pay period be remitted to the duly designated Union official. The Union shall advise the City-County Personnel Administrator in writing of the name of such official.

**Section 4.** If the City-County Personnel Administrator receives a member Revocation of Authorization no later than two (2) weeks prior to the first day of the first payroll period of each month, no deduction will be made from that payroll period or subsequent payroll periods. Revocations received too late for this handling will then only effect subsequent payroll periods.

**Section 5.** At the time of execution of the Agreement, the Union shall advise the City-County Personnel Administrator in writing of the exact amount of regular monthly Union dues. If, subsequently, the Union requests the County to deduct additional monthly Union dues, such request shall be effective only upon written assurance by the Union to the City-County Personnel Administrator that amounts are regular monthly Union dues duly approved in accordance with the Union's constitution and by-laws.

**Section 6.** The County, or any of its officers, agents, or officials, shall not be liable for the remittance payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any member as above provided, it shall make that deduction from the member's next pay period in which Union dues are normally deducted after written notification to the City-County Personnel Administrator of the error. If the County makes an overpayment to the Union, the County will deduct that amount from the next remittance to the Union. If the County inadvertently makes a deduction from a member who has not authorized said deduction or who has revoked said authorization in accordance with Section 4 of this Article, the Union agrees to refund said deduction to the affected member. The Union further agrees to indemnify and hold the County harmless against any and all claims, suits, orders or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this Article.

**Section 7.** The County agrees to provide this service to the Union as long as the Union represents a majority of those employees as defined in Article 2 of this Agreement.

## **ARTICLE 7 - BULLETIN BOARD AND BALLOT BOXES**

**Section 1.** The County shall permit the Union to use two bulletin boards, designated by the Department Head, for posting of Union meetings and elections, reports of Union committees and other notices or announcements that would be of benefit or interest to the employee.

**Section 2.** Posted materials shall not contain anything political or discriminatory or reflect adversely upon the County or any of its employees. Any Union-authorized violation of this Article shall entitle the County to cancel immediately the provisions of this Article and prohibit the Union further use of the bulletin board.

**Section 3.** The bulletin board provided shall be for the exclusive use of the Union.

**Section 4.** The County shall permit the Union to use their own ballot box in Union elections. No employee shall participate in any election in any manner during his tour of duty. A Union authorized violation of this section shall entitle the County to cancel immediately the provisions of this Section, and prohibit further use of the ballot box.

## ARTICLE 8 - DISCHARGE AND DISCIPLINE

**Section 1.** DISCIPLINARY ACTION — CAUSES. Any action which reflects discredit upon the County service or is a direct hindrance to the effective performance of the County government functions shall be considered good cause for disciplinary action. Good cause for disciplinary action against any employee shall include any cause specified by the Rules and Regulations of the Merit Commission and the written policies of the Lancaster County Sheriff's Office.

**Section 2.** DISCIPLINE — PERSONNEL ACTIONS. Personnel actions shall fall into six (6) categories: counseling, warning, reprimand, demotions, suspension and dismissal.

Personnel actions shall be presented to the employee, who will initial receipt. A signed copy shall be delivered to the Personnel Department for inclusion in the employee's personnel file, except counseling or warnings shall be kept in one file at the Department's office. The Personnel action, along with any explanation or rebuttal by the employee, must be approved by the Department Head. Only if approved, the Personnel action and any explanation or rebuttal will be placed in the appropriate file. Personnel actions in the category of counseling and warning shall not be grievable.

**Section 3.** DISCIPLINARY ACTIONS — SUSPENSIONS. The Department Head may suspend any employee without pay for cause for a period or periods not exceeding thirty (30) calendar days in any twelve (12) months; however, no single suspension shall be for more than fifteen (15) calendar days. The Department Head shall orally notify the employee concerned, with confirmation to the City-County Personnel Administrator, the Merit Commission, and employee in writing no later than fifteen (15) working days after the date of suspension is made effective. Such notice shall include the reasons for the duration of the suspension.

**Section 4.** DISCIPLINARY ACTIONS – DEMOTIONS. The Department Head may demote an employee for just cause. A written statement of the reasons for any such action shall be furnished to the employee and a copy filed with the City-County Personnel Administrator and the Merit Commission.

**Section 5.** DISCIPLINARY ACTIONS – DISMISSALS. The Department Head may dismiss for cause any regular employee under his jurisdiction by delivering at least fifteen (15) days before the effective date thereof a written statement of reasons to the employee concerned, the City-County Personnel Administrator, and the Merit Commission. If the Department Head, because of the reasons for the discharge, desires to make an immediate separation from the service, he may make a suspension without pay, pending discharge. By so notifying the City-County Personnel Administrator and the Merit Commission in writing, such action shall automatically result in permanent separation at the end of the period of such suspension. Suspensions pending discharge shall not be subject to the limitations provided in other sections of these rules.

## ARTICLE 9 - GRIEVANCE PROCEDURE

**Section 1.** Grievance is defined to be any disagreement concerning the interpretation or application of a specific and express provision of this Agreement relating to wages, fringe benefits, or working conditions. The grievance procedure shall not be used to change any provisions of this Agreement, any provisions of the Merit Commission, any provisions of the written rules, regulations or policies of the Department, or filed for the purpose of getting an established policy, standard or procedure changed.

**Section 2.** It is understood and agreed that a written grievance under this Agreement, in order to be valid, must allege a direct violation of the express purpose of the contractual provision in question. It is also understood and agreed that it is the intent of the parties of this Agreement that a written grievance shall not be valid if such written grievance challenges action taken by the County in the exercise of inherent management rights, except where such written grievance is based upon an express limitation thereon.

**Section 3.** In reducing a grievance to writing, the following information must be stated with reasonable clearness: The nature of the grievance, the act or acts of commission or omission, the date of the act or acts of commission or omission, the identity of the party or parties who claim to be aggrieved, the identity of the party or parties alleged to have caused the grievance, if known, the specific provisions of this Agreement that are alleged to have been violated, and the remedy which is sought.

**Section 4.** An employee shall raise any matter of disagreement with his immediate supervisor, outside the bargaining unit represented by the Union, in order to informally resolve as many matters as possible. In the event that satisfactory agreement is not or cannot be reached under such a procedure, the following procedures shall be used in the submission of a grievance, as defined in Section 1 hereof:

**Step 1.** An employee who has a grievance shall present the grievance in writing to the Chief Deputy Sheriff or his designated representative within fifteen (15) calendar days after the date on which the employee becomes aware of the incident giving rise to the grievance. The Chief Deputy Sheriff or his representative shall arrange a meeting and meet with the employee within fifteen (15) calendar days after receipt of the written grievance. The Chief Deputy Sheriff or his representative shall respond in writing to the employee presenting the grievance within seven (7) calendar days after the date of such meeting. If such meeting and written response do not resolve the grievance, it may be processed through the next step. Time limitations as outlined in Step 1 may be extended in writing by mutual agreement between the employee or his designated representative and the Department Head.

**Step 2.** If satisfactory settlement is not reached under Step 1 hereof, the written grievance with all correspondence attached may be presented to the Department Head or his designated representative within seven (7) calendar days after receipt of the written response from the Chief Deputy or his designee. The Department Head shall arrange a meeting with the employee within seven (7) calendar days after receipt of the written

grievance. The Department Head shall respond in writing to the employee presenting the grievance within seven (7) calendar days after the date of such meeting. If such meeting and written decision do not resolve the grievance, it may be processed through the next step.

Time limitations as outlined in Step 2 may be extended in writing by mutual agreement between the employee or his designated representative and the Department Head.

**Step 3.** If satisfactory settlement is not reached under Step 2 hereof, the written grievance with all correspondence attached shall be presented by the employee to the Chairman of the Merit Commission within seven (7) calendar days after receipt of the written response of the Department Head. The Chairman of the Merit Commission shall arrange for a hearing in accordance with the appeal provisions of the Merit System Rules and Regulations. The Merit Commission shall hold a hearing within fourteen (14) calendar days after receipt of the grievance and shall transmit a written decision to the employee or his designated representative. The finding and decision of the Merit Commission shall be certified to the Department Head and shall forthwith be enforced and followed by him.

Time limitations as outlined in Step 3 may be extended in writing by mutual agreement between the employee or his designated representative and the Department Head or his designated representative.

**Section 5.** The time limits provided for in this Article shall be strictly construed and the failure of either party to meet the time limits listed in this Article relative to resubmittal of the grievance shall constitute an unconditional acceptance of the remedy promulgated at the last step, or shall constitute a withdrawal of the grievance, whichever is appropriate.

**Section 6.** An aggrieved employee shall have the right to process his grievance individually, by the Union, and/or by an attorney at law.

**Section 7.** If said settlement is not reached through the grievance procedure as set out herein, the aggrieved employee or the County shall have the right to seek adjudication of the respective parties' rights before a court of competent jurisdiction in Lancaster County, Nebraska.



## ARTICLE 10 - EMPLOYEE RIGHTS

- Section 1.** Any employee who is the subject of an internal complaint concerning the functions of his job shall be informed of the nature of the complaint in writing as soon as possible and shall respond within five (5) working days.
- Section 2.** At the request of any employee who is to be interviewed relative to a citizen or criminal complaint, or any type of personnel investigation, the employee shall have the right to be represented by counsel or any other type of representative of his choice, who may be present at all times during the interview.
- Section 3.** Employees under investigation shall not be reassigned arbitrarily or as punishment, and reassignment shall only be made when necessary for the welfare of the employee, department, or public.
- Section 4.** The interview of an employee shall be during regular office hours. Reasonable attempts shall be made to schedule interviews at other times when deemed necessary. Any employee interviewed off duty shall be entitled to overtime pay as stipulated in Article 19.
- Section 5.** Limited to the situation where a citizen complaint has been filed against an employee, and after investigations by the Department of that complaint when no other corroborating evidence has been uncovered to prove or disprove either the citizen's complaint or the employee's explanation of the incident, it shall be the right of the complaining citizen to take a polygraph examination administered by a polygraph examiner of the Department, if such citizen wishes to continue processing of his complaint. If such polygraph examination shows the complaining person or witness to be truthful as to the relevant issues of the complaint, then the employee may be compelled to submit to a polygraph examination regarding that investigation.
- Section 6.** An employee may be required to submit to a polygraph examination during the course of an investigation.
- Section 7.** An employee has the right to tape his investigatory interview.
- Section 8.** An employee may request that an internal affairs case file be destroyed after five (5) years by submitting such request to the Department Head or his designee in writing. The Department Head or his designee will advise the employee of the date and time the file is to be destroyed, so the employee can be present if he so desires.
- Section 9.** An employee may request that any Personnel Action in the categories of counseling or warning that is greater than one (1) year old, or any Personnel Action in the category of reprimand that is greater than two (2) years old, be removed from his personnel file. Upon receipt of such request, the Department Head or his designated representative shall remove the Personnel Action and give the same to the employee, provided no disciplinary action is currently pending involving the employee. If a Personnel Action is removed, no copies or notations shall be maintained in any file relating to the employee within the County.

**Section 10.** An employee may request that any Personnel Action in the category of suspension that is greater than five (5) years old be removed from his personnel file. Upon receipt of such request, the Department Head or his designated representative shall remove the Personnel Action and give the same to the employee, provided no disciplinary action is currently pending or there has been no additional disciplinary action taken against the employee for a same or similar violation. If a Personnel Action is removed, no copies or notations shall be maintained in any file relating to the employee within the County.

**Section 11.** Retirement Commission. Upon retirement, an employee shall be provided a retirement Law Enforcement Officer Commission.

## ARTICLE 11 - SENIORITY

**Section 1.** Seniority shall be based on continuous length of service in a classification without a break or interruption; provided, that any suspension for disciplinary purposes, authorized leave without pay for thirty (30) calendar days or less; or layoff for thirty (30) calendar days or less shall not constitute a break or interruption of service within the meaning of this Section. Any layoff or authorized leave without pay for more than thirty (30) calendar days shall result in an adjustment in seniority for all time on leave or layoff.

**Section 2.** Seniority shall commence on the date an employee enters a classification. Upon return to a lower classification the employee's seniority shall be as if he had not left the lower classification.

**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 be revised and updated at the end of each fiscal year, a copy of same shall be transmitted to the Union.

**Section 4.** Seniority shall be a prime consideration in granting employee preference relative to days off, vacation times, holidays off, and work assignments. However, the Department Head retains the right to make final determination regarding assignments.

The Department Head shall cause a list to be established each six (6) months of shifts and shift assignments for those positions having been determined as rotational within the department. Employees may indicate their preference for the available positions based upon seniority. Ten days prior to the beginning of the bid process, management will post the proposed bid and a date and time specifically as to when the bid begins. The completed list of shifts and assignments will be posted at least ten (10) days prior to implementation. Deputies can and will receive communications from management both on and off duty. Deputies will make every effort to respond when contacted in a timely fashion, in order to expedite the bid process. No compensation will be granted to any deputy while off duty who is contacted regarding his/her bid selection.

**Section 5.** Seniority for the purpose of computing rate of vacation leave earnings shall date from the initial appointment in the service of the County.

**Section 6.** Seniority for the purpose set forth in this Article shall not apply for layoff or recall purposes which shall be governed by Article 26.

## ARTICLE 12 - NON-DISCRIMINATION

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

**Section 2.** A. The County hereby agrees that no officers, agents, or representatives of the County or anyone connected with the County shall in any manner intimidate, coerce, restrain, or interfere with rights of employees to form, join, or assist labor organizations; nor shall they intimidate, coerce, restrain or interfere with the rights of employees to withdraw, revoke, or cancel Union membership.

B. The Union hereby agrees that no officers, agents, representatives, members or anyone connected with the Union shall in any manner intimidate, coerce, restrain, or interfere with rights of employees to refrain from forming, joining, or assisting labor organizations; nor will the Union intimidate, coerce, restrain or interfere with the rights of employees to withdraw, revoke, or cancel Union membership.

## ARTICLE 13 - LEAVE PROVISIONS

**Section 1. SICK LEAVE WITH PAY.** Commencing upon employment with Lancaster County, sick leave shall be earned at a factored hourly rate equivalent to four (4) hours for each pay period.

Sick leave with pay must be earned before it can be taken and advancing sick leave is prohibited. Employees may not utilize their sick leave accumulation until after the first six (6) months of employment. Employees may utilize their allowance of sick leave when unable to perform their work duties by reason of personal illness, job related fatigue, noncompensable bodily injury, pregnancy, disease, or exposure to a contagious disease under circumstances in which the health of other employees or the public would be endangered by attendance on duty. Sick leave with pay may be taken to keep medical or dental appointments. It may also be granted for a maximum of forty (40) hours in each calendar year for illness in the household of the employee or his immediate family.

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

When an employee finds it necessary to utilize sick leave, his supervisor must be notified immediately. An employee must keep the administration of the Department informed of his condition on a daily basis unless relieved of said responsibility by the Department Head's administration. An employee may be required by the Department Head to submit a medical certificate for any absence. Failure to fulfill these requirements may result in the denial of sick leave. No refund of vacation time shall be allowed due to illness incurred while on vacation leave.

Any employee who is eligible to retire and who actually retires between September 1<sup>st</sup>, 2014 and August 30, 2016 will receive 100% of their unused accumulated sick leave.

At retirement or death not in the line of duty, fifty percent (50%) of the employee's unused sick leave will be paid to the employee or survivor. The payment will be made in accordance with Article 23, Section 5. Upon the death of an employee in the line of duty, 100% of the employee's unused sick leave shall be paid in accordance with Article 23, Section 5.

**Section 2. FUNERAL LEAVE WITH PAY.** An employee shall be eligible for funeral leave with pay at the rate of up to thirty-two (32) hours for the immediate family and up to eight (8) hours for secondary family. For purposes of funeral leave, grandparent and grandchild shall be included as immediate family and the employee shall be eligible for funeral leave with pay at the rate of thirty-two (32) hours. The relationship of step-grandparent or step-grandchild ceases to exist upon death or divorce of the spouse upon which the relationship is predicated.

**Section 3. INJURY LEAVE WITH PAY.** In the event that an employee is temporarily and totally disabled as a result of an injury in the line of duty, the employee shall receive the difference between his regular pay and the worker's compensation payment for up to

sixty (60) working days, not to exceed a total of four hundred eighty (480) hours as injury leave. Injury leave shall be taken within two (2) years from the date of the injury for which the leave was being paid and may be taken non-consecutively over the 2-year period. Such injury leave shall not be deducted from vacation or sick leave credits.

**Section 4. VACATION LEAVE WITH PAY.** Employees shall earn vacation leave credit as follows:

- A. Less than five (5) years of service — At the factored hourly equivalent of eighty (80) hours per year.
- B. After five (5) years of service — At the factored hourly equivalent of one hundred twenty (120) hours per year.
- C. After ten (10) years of service — At the factored hourly equivalent of one hundred forty-eight (148) hours per year.
- D. After fifteen (15) years of service — At the factored hourly equivalent of one hundred sixty-eight (168) hours per year.
- E. After twenty (20) years of service — At the factored hourly equivalent of one hundred ninety-eight (198) hours per year.

Vacation leave shall be earned but not granted during the probationary period.

Vacation leave shall be requested and approved in advance of its use.

Accumulation of vacation leave credit shall be on a continuous basis not to exceed two hundred forty (240) hours. Unused vacation accumulation shall be paid upon separation from employment, provided that the employee provides the Department Head with no less than ten (10) working days notice in writing of the resignation. However, vacation leave credit shall not be vested until completion of the original probationary period.

Absence on account of sickness, injury, or disability, in excess of that hereinafter authorized for such purpose, shall be charged against vacation leave allowance at the employee's discretion.

The Department Head shall schedule vacation leaves to accord with operating requirements and, insofar as possible, to coincide with requests of the employees.

Vacation leave shall not accrue during any period of absence without pay or without leave.

The anniversary dates for all employees shall be those in effect at the time of the signing of this Agreement. Employees entering service with the County after that time shall have, as their anniversary date, their date of appointment.

**Section 5. LEAVE FOR JURY DUTY.** Any permanent employee called to serve jury duty shall receive his regular pay in addition to the compensation received for ten (10)

working days of jury service. For jury service exceeding ten (10) working days during one (1) jury term, employees receive the difference between their regular pay and the compensation received for such jury service.

**Section 6. MILITARY LEAVE.** Military leave shall be governed by Neb. Rev.Stat. Sections 55-160 through 55-166 (Reissue 1984) or as amended by the Legislature.

**Section 7. SPECIAL LEAVE.**

- A. Leave of absence without pay may be granted permanent employees by the Department Head. The City-County Personnel Administrator must be notified of leaves in excess of thirty (30) calendar days.
- B. The Department Head, with approval of the City-County Personnel Administrator, may grant a permanent employee leave of absence without pay for a period not to exceed one (1) year for travel or study which will render the employee of greater value to the County upon his return to duty. Such leave shall be granted only when it will not result in undue prejudice to the interests of the County as an employer beyond any benefits to be realized. No leave without pay shall be granted primarily in the interests of the employee except in the case of one who has shown by his record of service or by other evidence to be of more than average value to the County, and whose service it is desirable to retain even at such sacrifice. Failure on the part of an employee on leave to report promptly at its expiration, without good cause, shall be considered as a resignation.
- C. Leave with pay for public health or safety duties of an emergency nature may be authorized by the Department Head upon approval of the City-County Personnel Administrator. Such leave will not be deducted from vacation or sick leave.
- D. In the event of an emergency as declared by the Board of Commissioners (such as inclement weather) where an employee is unable to report for work, the employee may request and be granted accrued vacation leave, unused holiday time, accrued compensatory time or authorized leave without pay, with approval of the Department Head.

Provisions may be made whereby attendance of essential or necessary employees is required.

- E. Length of service requirements for increased vacation leave and for other purposes, as specified in this Agreement, shall have the implication of continuous service with the County. This means employment without a break or interruption, provided that any absence or authorized leave without pay or by reason of layoff for thirty (30) calendar days or less shall not affect the continuity of service. Leave without pay or layoffs for a period in excess of thirty (30) calendar days, all suspensions, and all absences without leave shall be deducted in computing the total length of service with the County.

**Section 8. PARENTAL LEAVE.**

- A. Parental leave shall be leave without pay and an employee shall not accumulate any additional sick leave or vacation leave while on parental leave.
- B. Parental leave may be used by an employee in connection with the birth or adoption of a child or children.
- C. An employee shall request parental leave in writing no later than five (5) working days prior to the date on which such leave is to begin.
- D. The maximum duration of parental leave following the birth or adoption of a child shall be thirty (30) calendar days unless need for additional leave is medically certified by a physician.
- E. The use of parental leave by an employee will in no way jeopardize the position of that employee in the County service.
- F. No employee shall be compelled, coerced, or ordered to begin parental leave at any time.

**Section 9.** ABSENCE WITHOUT LEAVE. Any unauthorized absence of an employee from duty shall be deemed to be an absence without pay and may be made grounds for disciplinary action by the Department Head. In the absence of such disciplinary action, any employee who absents himself for three (3) or more days without authorized leave shall be deemed to have resigned. Such absence may be excused, however, by the Department Head by a subsequent grant of leave with or without pay where extenuating circumstances are found to have existed.

**Section 10.** LEAVE SHARING. When a member of the Bargaining Unit incurs a serious non-service connected illness or injury which has been medically verified, and the injury or illness extends one (1) week after all leave time has been utilized, members of the Bargaining Unit may voluntarily transfer to the affected member's sick leave account enough earned compensatory time, holiday time, and vacation time, to maintain the affected Bargaining Unit employee in a full pay status for a period not to exceed 1,120 hours of duty time beyond such time as the expiration of the affected member's sick leave balance. After a one (1) week waiting period, the ill or injured employee shall be paid retroactively for that week. This policy shall be strictly voluntary on the part of the individual members of the Bargaining Unit. Lancaster County, and the Lancaster County Sheriff's Department shall be held harmless of any provision of this Addendum.



## ARTICLE 14 - HOLIDAYS

**Section 1.** Legal holidays shall be those days so proclaimed by the Board of Commissioners, including:

(2014-2015)

Labor Day (September 1)	Martin Luther King Jr.'s
Veterans Day (November 11)	Day (January 19)
Thanksgiving Day (November 27)	Presidents Day (February 16)
Christmas Day (December 25)	Memorial Day (May 25)
New Year's Day (January 1)	Fourth of July (July 4)

(2015-2016)

Labor Day (September 7)	Martin Luther King Jr.'s
Veterans Day (November 11)	Day (January 18)
Thanksgiving Day (November 26)	Presidents Day (February 15)
Christmas Day (December 25)	Memorial Day (May 30)
New Year's Day (January 1)	Fourth of July (July 4)

Employees who are scheduled to work and who actually work on the above holidays may request and be given equivalent time off in lieu of the holiday within sixty (60) calendar days of the holiday date. If the time off is not taken within the sixty (60) day period, the employee will receive compensation for the day at the rate of one and one-half (1½) times the hours worked. The one and one-half (1½) times pay shall be at the employee's rate of pay on the date the holiday occurred. Those employees whose holiday falls on their regular scheduled day off may request and receive equivalent time off in lieu of holiday pay within sixty (60) calendar days of the holiday date.

Employees who are scheduled to work and who actually work the holiday shall receive compensation for the day at the rate of one and one-half (1½) times the hours actually worked. Once an employee exceeds an eight (8), ten (10), or twelve (12) hour work shift on the holiday, the overtime rate becomes three (3) times the employee's regular rate of pay.

In addition to the legal holidays listed above, employees scheduled to work eight (8) hour shifts shall receive four (4) personal holidays equaling thirty-two (32) hours. Employees scheduled to work ten (10) hour shifts shall receive two (2) personal holidays equaling fourteen (14) hours. Personal holidays may be taken at any time during the contract year provided the days selected by the employee have the prior approval of the Department Head. Personal holidays are noncumulative and must be taken during the contract year or be forfeited.

**Section 2.** Except for employees regularly scheduled to work on a shift basis, when a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday, and when the holiday falls on Sunday, the following Monday shall be observed as the holiday.

An employee scheduled to work on a shift basis and scheduled to work on a holiday, regardless of the day of the week it falls on, shall observe that day as the holiday and receive compensation as outlined in Section 1 of this Article. The employee may also request the shift off from work in observance of the holiday, subject to the approval of the Department Head, in accordance with operating requirements.

**Section 3.** In order to qualify for holiday pay, an employee must be in a pay status on the regular work days immediately before and after the holiday. Any holiday listed above, if falling within a vacation period, shall not be considered a working day in determining a vacation period.

## **ARTICLE 15 - PROMOTIONS**

All promotions of employees of the Department to fill existing positions with the bargaining unit shall be made from the ranks of such employees in strict accord with the procedures specified in the rules and regulations of the Merit Commission.

If a Deputy Sheriff is promoted to the position of Sergeant, the Deputy Sheriff shall be placed in the pay scale of a Sergeant that will provide the Deputy with a minimum raise of 5% of their rate of pay as a Deputy.

## ARTICLE 16 - SAFETY COMMITTEE

**Section 1.** In the interest of safety, a Safety Committee consisting of no more than three (3) members from the Union and no more than three (3) members from Management shall be created. Union committee members shall be selected by the Union.

**Section 2.** The Safety Committee shall meet with the Department Head at least once every six (6) months to discuss and make recommendations for improvements in the general health and safety of the employees. The County hereby agrees it will endeavor to provide efficient and safe equipment and materials to protect the health and safety of employees. The Union agrees to fully support the County in all areas of occupational safety. Additional meetings may be scheduled by mutual agreement of the Safety Committee and the Department Head.

**Section 3.** Complaints by employees may be filed with the Safety Committee in writing. The Safety Committee will make a recommendation to the Department Head who shall take remedial action as he deems necessary.

**Section 4.** The Safety Committee will review all motor vehicle accidents involving vehicles and equipment of the Department to determine if the accident could have been prevented.

The Safety Committee will review all line of duty injuries to members of the Department to determine if the injury could have been prevented.

Accidents and injuries will normally be reviewed at the regularly scheduled Safety Committee meeting. If the accident or injury occurred at such a time when the necessary reports would not be available, the Safety Committee may reschedule its meeting in order to have the necessary material at hand. No overtime compensation will be allowed.

Upon review of the investigating officer's reports and other pertinent data, the Safety Committee shall find that the accident was either preventable or non-preventable.

A preventable accident is defined as one in which the driver failed to do everything reasonable in an attempt to prevent the accident.

A non-preventable accident is one in which the driver did everything reasonable to prevent the accident.

The Chairperson of the Safety Committee will maintain a statistical file of all on-duty motor vehicle accidents involving personnel of the Department. It is also his responsibility to obtain all investigative reports, ordinances, and department policy which would pertain to any case coming before the Safety Committee.

The Chairperson shall notify all principals involved that their accident is being reviewed. Such notification shall be in writing and given at least twenty-four (24) hours prior to the Safety Committee meeting. The employee may voluntarily appear and testify, but no compensation will be approved.

Upon review of the investigating officer's reports and other pertinent data, the Safety Committee shall find that the injury was either preventable or non-preventable.

A preventable injury is defined as one in which the employee failed to do everything reasonable in an attempt to prevent the injury.

A non-preventable injury is one in which the employee did everything reasonable to prevent the injury.

The Chairperson of the Safety Committee will maintain a statistical file of all on-duty motor vehicle accidents and all line-of-duty injuries involving personnel of the Department. It is also his responsibility to obtain all investigative reports, ordinances, and departmental policy which would pertain to any case coming before the Safety Committee.

The Chairperson shall notify all principals involved that their injury is being reviewed. Such notification shall be in writing and given at least twenty-four (24) hours prior to the Safety Committee meeting. The employee may voluntarily appear and testify, but no compensation will be approved.

The findings of the Safety Committee shall be prepared by the Chairperson and this report will be presented to the Department Head within seven (7) days. The Department Head will record his approval or disapproval and return a copy of the report to the Chairperson. The Chairperson shall then make a copy of the report available to the persons directly involved.

If the accident or injury is found to have been preventable, either by the Safety Committee or by the Department Head, administrative action will be at the discretion of the Department Head, subject to the approval of the Merit Commission.

**Section 5.** The final or prime responsibility for all safety issues lies with the Department Head or his delegate.

## ARTICLE 17 - UNION BUSINESS

**Section 1.** Union officials who are members of the bargaining committee, not to exceed four (4) in number, shall be paid by the County for time spent in negotiations with a committee maximum of fifty (50) work hours at the current straight time rate of pay. Payment shall be made for time spent in negotiation sessions only and solely for that time during which employees are scheduled to work. After the fifty (50) hour allocation is expended, a maximum of five (5) Union officials shall be granted leave from duty without pay for the purpose of negotiating the terms of an Agreement.

**Section 2.** None of the time spent in negotiations shall be used to compute hours worked for overtime compensation.

**Section 3.** Union officials, not exceeding two (2) in number, shall be granted leave from duty without pay for the purpose of attending Union meetings, conventions, educational conferences or conducting Union business. Such leave shall be contingent upon written request by the Union and approval by the Department Head no less than one (1) week in advance of the requested leave dates. Such employee may use vacation leave time in conjunction with the provisions of this Section.

## ARTICLE 18 - HOURS OF WORK AND DUTY SHIFTS

**Section 1.** Depending upon the policy of the County, eight (8) consecutive hours, ten (10) consecutive hours or twelve (12) consecutive hours shall constitute a day's work and five (5) consecutive calendar days, four (4) consecutive calendar days or three (3) consecutive calendar days shall constitute a week's work. A basic work week may be changed from eight (8) hours per day to ten (10) hours per day or twelve (12) hours per day.

The twelve (12) hour per day schedule will be based on the fourteen (14) day eighty (80) hour work cycle.

Management agrees to solicit and consider input from the bargaining unit regarding work hours, shift allotment and days off. The Labor Management Committee will be charged with this responsibility and may make recommendations relative to each bid period, providing changes in the basic work week are proposed by Management.

**Section 2.** Each employee shall be entitled to two (2), three (3) or four (4) days off each week which shall be consecutive and which are consistent with the work week as provided in Section 1.

**Section 3.** During an emergency, as defined by the Department Head, employee shifts, hours, and duties may be established at the discretion of the Department Head.

**Section 4.** No days off shall be changed to specifically avoid the payment of overtime, except for the purpose of scheduling in-service training. When an employee schedule change is necessary, the Department will notify the employee at least seven (7) days in advance of the change.

In any change of schedule for training, if seven (7) days advance notice is not possible, said schedule change must be by mutual agreement.

**Section 5.** Those employees working eight (8) consecutive hours shall be entitled to one (1) fifteen (15) minute rest break during each ½ shift, inclusive of the eight (8) hours. Those employees working ten (10) or twelve (12) consecutive hours shall be entitled to three (3) ten (10) minute rest breaks during each tour of duty, inclusive of ten (10) or twelve (12) hours. No provision shall be made for any scheduled lunch period other than to say that the County agrees to make reasonable attempts to allow for the prescribed breaks.

Employees assigned to Special Services division (including all Deputies and Sergeants assigned to work in the County and District Courts) may be scheduled with an eight and one-half (8.5) hour work shift. In the event that an 8.5 hour shift is utilized, the shift shall include a regularly scheduled unpaid lunch break of 30 minutes in duration. The lunch break shall be between 11:00 a.m. and 1:30 p.m. In the event that the employee is required to work without a lunch break or is contacted by Management during the lunch break, the employee shall be entitled to compensation for the untaken 30 minute lunch period.

**Section 6.** Upon request by an employee, an employee may be permitted to work a flexible work schedule other than the employee's regular schedule upon approval by the employee's supervisor.



## **ARTICLE 19 - OVERTIME, CALL BACK AND STAND-BY PAY**

**Section 1.** Hourly rate of pay times two thousand and eighty (2,080) hours shall be the method used to compute an employee's annual base wage.

**Section 2.** Overtime pay.

- A. Overtime pay shall be paid to all employees on an eight (8) or ten (10) hour shift and who are required to work in excess of forty (40) hours per seven (7) day tour of duty (hereby defined as Thursday through the following Wednesday) on all assignments relating to traffic, criminal assignments, court appearances or other assignments designated and approved by the Department Head or his representative. Compensation shall be at the rate of one and one-half (1½) times the number of hours worked in excess of forty (40) hours per week. All paid leaves of absence shall be counted as hours worked in computing overtime with the exception of sick leave and funeral leave.
- B. For employees working a twelve (12) hour shift, overtime will be paid for work in excess of eighty (80) hours per fourteen day tour of duty on all assignments relating to traffic, criminal assignments, court appearances or other assignments designated and approved by the Department Head or his representative. Compensation shall be at the rate of one and one-half (1½) times the number of hours worked in excess of eighty (80) hours in fourteen (14) days. All paid leaves of absence shall be counted as hours worked in computing overtime with the exception of sick leave and funeral leave.
- C. An employee's work schedule shall not be changed to specifically avoid the payment of overtime.

**Section 3.** If an employee is called to duty in his off-duty time and such time does not merge with his scheduled tour of duty, such employee shall be paid for a minimum of two (2) hours at the rate of one and one-half (1½) times his hourly rate, or one and one-half (1½) times the actual number of hours worked, whichever is greater.

Employees may be temporarily assigned to duty shifts other than their regular duty shifts and shall not receive call in pay; provided, however, that notice be given at least twenty-four (24) hours in advance of the required reporting time, and that the employee is given a minimum break of ten (10) hours between the end of the employee's last regularly scheduled duty shift and the required reporting time.

**Section 4.** Stand-by duty is hereby defined as a condition of readiness while off-duty, occurring when a department supervisor has ordered an employee to remain available and fit for duty. When an employee is on officially designated stand-by duty, the employee shall receive one (1) hour of pay (at straight time) for eight (8) hours or any portion thereof between the end of the employee's last regularly scheduled duty shift and the required reporting time.

**Section 5.** In lieu of payment for overtime hours worked, the employee may request to take compensatory time off. If the request is approved by the Department Head, one and

one-half (1½) hours of compensatory time shall be credited for each overtime hour worked. An employee shall not accumulate more than forty (40) hours compensatory time after the time of execution of this Agreement. Any compensatory time accumulated over and above forty (40) hours shall be paid overtime pay.

**Section 6.** Employees who are required to travel for Lancaster County business such as prisoner transport, training sessions, seminars or other official business shall be compensated for actual time spent in the performance of their official business. Time during which employees can pursue their private interests is considered off-duty, and will not be compensated.

## **ARTICLE 20 - ATTENDANCE IN COURT, CONFERENCES, AND OTHER MEETINGS**

**Section 1.** When an employee is required to attend as a witness or in any other capacity directly related to his official duties, a session of County Court, District Court, or Juvenile Court; a grand jury proceeding; a conference with the City or County Attorney or their assistants; a pre-trial conference; or any other hearing or proceeding by any City, County, State or Federal Government or any of the subdivisions or agencies thereof the following shall apply. All such proceedings, hearings, conferences and sessions are hereinafter referred to as "proceedings".

**Section 2.** If an employee is required to attend a proceeding during his normal off-duty time, then the employee shall be entitled to overtime compensation as prescribed in Article 19 for the actual time in attendance, or for the following minimum times:

Proceedings on a regular day off or vacation day: four (4) hours;

Proceedings during normal off-duty time, but not on a regular day off or vacation day, and not contiguous with the employee's work assignment: two (2) hours;

Proceedings during normal off-duty time, not on a regular day off or vacation day, and within less than two (2) hours of the beginning of the employee's duty shift: The actual time between the required attendance time at the proceeding and the beginning of the employee's duty shift.

**Section 3.** If an employee is required to attend multiple proceedings which fall within the same block of time he shall be compensated at the minimum rate of two (2) or four (4) hours as specified in Section 2. These will not be considered separate required attendances at proceedings for the purpose of overtime computation, unless the beginning time of the first attendance is before noon, and the beginning time for the last attendance is after noon.

## ARTICLE 21 - UNIFORMS AND EQUIPMENT

**Section 1.** The County shall provide and replace sufficient uniforms for uniformed employees where uniforms are required. The County will provide rain coats and caps for bargaining unit employees. Employees will be responsible for rain gear from time of issue until separation or reissue of gear.

**Section 2.** The County shall provide all authorized law enforcement equipment for uniformed and non-uniformed employees.

**Section 3.** Regular replacement articles shall be provided as necessary for wear or damage or loss of uniform and equipment occurring while in the performance of duties.

**Section 4.** The County shall provide cleaning at no expense to the employee for all authorized uniform articles for uniformed employees.

**Section 5.** The County shall provide an allowance of sixty-seven dollars (\$67.00) per month to be paid to non-uniformed employees for the purpose of purchasing, maintaining and cleaning civilian attire. Payment shall be made in September and March of each year.

**Section 6.** The County will supply all deputies with body armor up to a maximum of \$550. County-owned body armor will be replaced after five (5) years if it is worn on a regular basis. The Safety Committee will make a recommendation on replacement in specific cases.

**Section 7.** Costs for replacement of required personal equipment that is damaged, broken, or lost in the course and scope of employment will be reimbursed by the County as provided for below.

(A) Prescription eyeglasses or contact lenses will be reimbursed up to a replacement value of one hundred (\$100.00) dollars.

(B) Watches will be reimbursed up to a replacement value of fifty (\$50.00) dollars.

## **ARTICLE 22 - OUTSIDE EMPLOYMENT**

**Section 1.** No employee shall undertake any employment outside of his County employment in a law enforcement capacity which is, or can be interpreted to be, inconsistent with or detrimental to his County work. Any employee desiring to engage in outside employment shall submit a "Request for Outside Employment" form, Appendix B, to the Department Head for approval.

**Section 2.** Employees may not engage in outside business activities while on duty, nor may any governmental property be used at any time for any but government or community functions which are approved by the Department Head.

**Section 3.** Employees serving in the capacity of law enforcement officers while off duty and in the employ of private persons or organizations shall exercise the authority of their commission with the same guidelines as on-duty employees.

While in uniform, employees are expected to perform under the same restraints as on-duty employees and shall conduct themselves accordingly.

## ARTICLE 23 - INSURANCE

**Section 1. HEALTH.** The County shall maintain a group health insurance policy. The County shall annually provide coverage with one or more carriers.

The County shall contribute Ninety-Five Percent (95%) of the monthly cost of single coverage.

The County shall contribute Eighty-Five Percent (85%) of the monthly cost of 2/4 party coverage.

The County shall contribute Eighty-Five Percent (85%) of the monthly cost of family coverage.

**Section 2. HEALTH INSURANCE FOR RETIREES.** Effective September 1, 1979, members of the Lancaster County Deputy Sheriffs' Association, upon retirement, may participate in the Group Health Insurance Program for active County employees, provided that each retiree so desiring will execute the required forms in a timely fashion, and further provided that each retiree will be required to pay the full monthly premium at the then current rates subject to any rate increases which may occur from time to time. Such payment shall be made to the County Clerk by the fifth of the month preceding the month of coverage.

**Section 3. LIFE.** The County will pay the full premium on \$30,000 group term life insurance coverage for the employee upon adoption of the addendum to the present Guarantee Mutual Life Insurance contract. Additional coverage and dependent coverage may be purchased and the employee will pay one hundred percent (100%) of the monthly premium.

**Section 4. DENTAL.** The County will pay one hundred percent (100%) of the monthly premium for Dental Insurance for single coverage.

The County will pay eighty percent (80%) of the monthly premium for Dental Insurance. The employee will pay the remaining twenty percent (20%) of the premium. This applies to 2/4 party and family coverages.

**Section 5. POST EMPLOYMENT HEALTH PLAN.** The County shall provide a Post Employment Health Plan which allows for the accumulation of funds for the future payment of medical expenses and premiums. The amount of dollars paid into the employee's PEHP account by the County on behalf of the employee shall be \$25.00 per pay period. In addition, upon retirement or death a portion of the employee's sick leave balance shall be added (paid) into the employee's PEHP premium account. Accordingly, 100% of the payout upon retirement, death, or death in the line of duty will be deposited in the employee's premium account in the PEHP and the remaining balance will be paid to the employee at their current hourly rate.

**Section 6. LONG TERM DISABILITY.** Effective August 21, 2003 and thereafter employees covered by this agreement will be included in the County's long term disability program.

**Section 7. HEALTH CARE FOR SURVIVING FAMILIES.**

In the event that an employee is killed in the line of duty, the County shall provide six (6) months of family or 2/4 health care coverage to cover the spouse and children of the employee for six (6) months from the date of the employee's death.

## **ARTICLE 24 - WAGES, FRINGE BENEFITS AND WORKING CONDITIONS**

**Section 1.** Wages for employees covered by this Agreement shall be in accordance with the schedule set forth in Appendix D. Wages set forth in Appendix D become effective August 21<sup>st</sup> 2014 and reflect a two and one-half percent (2.5%) increase. Said wages shall be increased by two and one-half percent (2.5%) effective fiscal year 2015 – 2016.

All employees shall have their performance reviewed annually and their rate of pay advanced to the next higher step based upon the quality of service being satisfactory, and sustained over a period of at least one (1) year. Such advancement may be made annually until the employee has reached the maximum step of the pay grade for his position.

**Section 2.** For the purpose of this Agreement, the rules and regulations of the Merit Commission, and any written rules, regulations or policies of the Department which are not in conflict with this Agreement are by this reference made a part of this Agreement. No employee shall suffer any loss of wages, hours or conditions of employment by reason of signing this Agreement.

**Section 3.** LONGEVITY PAY. In addition to an employee's base salary, each full time employee shall annually receive longevity pay based upon the total length of continuous service with the County. Such pay shall be effective beginning with the first full pay period following completion of the specified years of service. Payment shall be made on a prorated basis on each regular pay day. The longevity schedule shall be as follows:

Completed Years of Service	Annual Pay
6 Years (Beginning 7th Year)	\$400
10 Years (Beginning 11th Year)	\$550
15 Years (Beginning 16th Year)	\$700
20 Years (Beginning 21st Year)	\$850

**Section 4.** FIELD TRAINING OFFICER. In addition to his regular salary, a Field Training Officer (FTO) shall be paid four hundred fifty dollars (\$450.00) per each six (6) month period that he serves in that capacity and has a recruit under his supervision for any portion of that period. An FTO must meet the requirements prescribed by management and be so designated.

**Section 5.** K-9 HANDLERS. Employees assigned as K-9 handlers will be compensated at the rate of one hour of overtime pay per week. In addition, K-9 handlers will be



permitted to work a one-half hour shorter duty shift each work day, but will be compensated for a normal duty shift.

**Section 6. SHIFT DIFFERENTIAL.** An employee shall receive shift differential of forty-five cents (45¢) per hour when the majority of his regularly scheduled shift falls between 6:00 p.m. and 6:00 a.m. Shift differential shall be considered in the calculations of overtime as per the Fair Labor Standards Act.

## **ARTICLE 25 - EDUCATIONAL LEAVE**

**Section 1.** The Department Head may grant an employee leave of absence without pay for a period not to exceed one (1) year at a time with a maximum of two (2) years for an approved study program which will render the employee of greater value to the County upon his return to duty. Such leave shall be granted only when it will not result in undue prejudice to the interests of the County as an employer beyond any benefit to be realized. No leave without pay shall be granted except upon written request of the employee.

**Section 2.** Failure on the part of the employee on leave to report promptly at its expiration, without good cause, shall be considered as a resignation.

**Section 3.** The employee on leave, at the expiration of the leave, will be placed on active duty when the first vacancy occurs in the classification held by the employee.

## ARTICLE 26 - LAYOFFS

- Section 1.** All employees will be laid off in line of least seniority as a Deputy and hired in reverse order. No employee will be hired by the County as long as there are employees laid off who have seniority. If employees are to be laid off, a thirty (30) calendar day written notice shall be given to the affected employee and the Union prior to the date that the services of that employee shall no longer be required.
- Section 2.** Employees who are subject to layoff within the Department and who are qualified to perform duties of persons with less seniority may, in the order at which they are laid off, occupy positions of persons with less seniority than the person which may be laid off.
- Section 3.** An employee who voluntarily requests demotion or another position in order to remain within the Department following a reduction in force, shall be placed at a pay rate which insures a five percent (5%) reduction in salary, unless a larger reduction is necessary for the employee to be placed in the highest step in the new position.
- Section 4.** Where, by virtue of a reduction in the workforce, an employee takes a position according to Sections 2 and 3 hereof, and a reduction in force becomes necessary in such lower position, the employee shall be credited with seniority earned in all positions.
- Section 5.** Any employee who is laid off due to a reduction in work force and thereafter, within a period of four (4) years, reinstated to County service, shall, to the extent possible for purposes of all rights and benefits, be deemed to have been on leave without pay.
- Section 6.** When the work force is increased after a lay-off, employees will be recalled in reverse order of layoff. Notice of recall shall be sent to the employee at the last known address by registered or certified mail. Upon mailing of such notice, the employee has ten (10) calendar days thereafter to report to the Department Head his intention to return to work within two (2) calendar weeks, or the employee shall be considered to have voluntarily terminated with the County. In the event of layoff, it shall be the obligation of the employee to keep the Department Head or his Chief Deputy informed of the employee's current mailing address.
- Section 7.** When the work force is increased after a lay-off, those persons who have voluntarily taken a lesser position as provided in Sections 2 and 3 hereof, shall have the option of occupying positions which open up in their former position with no loss of seniority. This option shall be exercised as the higher position becomes available dependent upon prior seniority in the higher position.

## **ARTICLE 27 - LABOR MANAGEMENT COMMITTEE**

**Section 1.** In order to facilitate communication between labor and management, a Labor Management Committee, consisting of the Department Head and/or his designated alternate, two (2) Department Head-selected designees, and three (3) representatives of the Union, will make up the Labor Management Committee. The Department Head will designate management personnel and the Union shall select Union representatives.

**Section 2.** The Labor Management Committee may discuss any area of the Department, with limitation only on those areas already under agreement between the County and the Union. The agenda will be based on the problem areas brought to the attention of the Labor Management Committee and on any area which representative members of the Labor Management Committee feel need to be discussed. Topics for discussion will be posted on the Union bulletin boards and disseminated to Labor Management Committee members at least one (1) week prior to the meeting.

**Section 3.** Membership is subject to change through attrition and elected officer; however, a one (1) week notice must be given to the Labor Management Committee to afford the new member(s) voting privileges.

Voting privileges are afforded only to current members and/or their designated alternate.

**Section 4.** Realizing that communication is the key element to the smooth operation of the organization, the Labor Management Committee will foster an element of cooperation and unity of organizational members, be they labor or management.

**Section 5.** Meetings shall be held at least quarterly. Additional meetings may be scheduled by mutual agreement of the Labor Management Committee and the Department Head.

**Section 6.** A quorum shall consist of two (2) members from labor and two (2) members from management.

## **ARTICLE 28 - SAVINGS CLAUSE**

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until contract negotiations are reopened.

## ARTICLE 29 - COLLEGE TUITION REIMBURSEMENT

**Section 1.** TUITION REIMBURSEMENT. All full-time employees shall be eligible for tuition reimbursement up to one thousand dollars (\$1,000) per contract year in accordance with the following provisions:

A. Eligibility.

1. The employee must be a full-time employee who has completed one (1) year of service as of the date the course begins. Probationary employees are not eligible.
2. The employee must be actively working for the Sheriff's Office as of the date the course is completed.
3. The course schedule and study time must not be in conflict with the employee's work schedule.

B. Approved Courses. The coursework must be in a field related to the mission of the Sheriff's Office and pursued as part of an associate's, bachelor's, or master's degree-granting academic program through a recognized community college, accredited college or university. Approved coursework includes, but is not limited to the following:

Law Enforcement/Criminal Justice  
Natural Science  
Business or Public Administration  
English  
Foreign Language  
Speech  
Computer Science  
Social Science  
Humanities  
Forensic Science

An employee requesting tuition reimbursement shall provide information concerning each course to the Sheriff for approval prior to the registration for each course, including a copy of the course description, related course costs, and course dates.

C. Eligible Expenses. Only expenses actually incurred by the employee are eligible for reimbursement, including the cost of tuition, books, and class-associated fees. Tools, supplies, and other fees and charges will not be reimbursed. Tuition costs that are covered by grants, scholarships, or other waivers (and therefore not the financial obligation of the employee) are not eligible for reimbursement.

D. To receive tuition reimbursement, the employee must submit to the Sheriff's Office the original official grade report for the course, or a copy certified by the

registrar or other appropriate official for the educational institution, an original receipt of payment of tuition for the course, or a copy certified by the registrar or other appropriate official of the educational institution, and a request for reimbursement. The grade report, receipt of payment, and request for reimbursement must be presented to the Sheriff's Office within two (2) months after the ending date of the semester or quarter for the employee to receive reimbursement. Employees must successfully complete the course with grade "C" or higher, or a passing grade in courses that do not assign a letter grade, in order to receive reimbursement.

- E. Employees who voluntarily resign from the Sheriff's Office or are terminated for just cause, within 24 months after receiving any tuition reimbursement pursuant to this Article, shall repay the Sheriff's Office for all such reimbursements received in the prior 24 months.
- F. Amounts paid for tuition reimbursement from a plan meeting the requirements of Section 127 of the Internal Revenue Code are not included in an employee's income or subject to income tax withholding up to a maximum of \$5,250 annually. If subsequent tax law changes fail to continue the tax-free treatment of an Educational Assistance Plan, or in any way modify its treatment, appropriate adjustments in Federal Income Tax withholding will be made from the effective date of the change.

## ARTICLE 30 - TEMPORARY RETIREMENT BUYOUT

**Section 1. ESTABLISHMENT.** The parties hereby agree to establish a retirement buyout program effective for eligible employees in Lancaster County Deputy Sheriffs' Association, Fraternal Order of Police, Lodge 29 ("F.O.P. 29") bargaining unit.

**Section 2. ELIGIBILITY.** Any employee in the F.O.P. 29 bargaining unit who meets, or who has met the requirements for retirement from the County of Lancaster (i.e. age 55 with 10 years of service; or regular retirement age of 60 regardless of the number of years of service) during the time in which this program is in effect; and who retires effective at any time between September 1, 2014 and August 30, 2016, are eligible to participate in the temporary retirement buyout program.

**Section 3. PROCEDURE TO PARTICIPATE.** To participate in the temporary retirement buyout program, an eligible employee must submit a written request to participate in the program to the Lancaster County Sheriff. The Lancaster County Sheriff will then forward the request to the Personnel Director. The written request shall set forth the eligible employee's anticipated effective date of retirement. The eligible employee's effective date of retirement shall be at least ninety (90) days after the date the employee submitted their written request to the Lancaster County Sheriff, and the eligible employee's date of retirement shall be effective between September 1, 2014, and August 30, 2016, at 12:00 a.m. (midnight). If an eligible employee's anticipated effective date of retirement is August 30, 2016, the employee shall submit the written request to the Lancaster County Sheriff no later than June 1, 2016.

Upon the Personnel Director's receipt of the eligible employee's written request from the Lancaster County Sheriff, the Personnel Director will provide the eligible employee with a Temporary Retirement Buyout Program Application and Agreement. After receiving the Temporary Retirement Buyout Program Application and Agreement the eligible employee will be required to wait forty-five (45) days before executing and submitting the Temporary Retirement Buyout Program Application and Agreement. The waiting period is to allow the eligible employee time to review the Temporary Retirement Buyout Program Application and Agreement, to consider the ramifications of participation in the Program, and to consult their legal counsel. Any eligible employee requesting to participate in the temporary retirement buyout program must execute and submit the Temporary Retirement Buyout Program Application and Agreement, in the form attached hereto as Appendix C. Eligible employees are advised to consult with an attorney prior to executing the Temporary Retirement Buyout Program Application and Agreement.

**Section 4. CONSIDERATION.** In consideration of an eligible employee's participation in the temporary retirement buyout program, the County shall contribute to the eligible employee's Post Employment Health Plan (PEHP) premium account:

- (a) An amount equal to one hundred percent (100%) of the employee's unused accumulated sick leave balance at the time of retirement.



(b) The above consideration shall be in addition to that which the Eligible Employee otherwise is or may be entitled under any other provision of this Contract, or federal, state, or local law.

**Section 5. DURATION.** The temporary retirement buyout program established by this Contract Article shall be effective from September 1, 2014, through August 30, 2016, at 12:00 a.m. (midnight). Any eligible employee desiring to participate in this program must submit a written request in accordance with the provisions herein; must execute and submit the Temporary Retirement Buyout Program Application and Agreement in accordance with the provisions herein; must retire effective at least ninety (90) days after the date the eligible employee submitted their written request to the Lancaster County Sheriff in accordance with the provisions herein, and; must retire effective between September 1, 2014, and August 30, 2016, at 12:00 a.m. (midnight). Subsequent to August 30, 2016, this Article 30 of the Contract shall be no longer valid.

**ARTICLE 31 - DURATION OF AGREEMENT**

This Agreement shall be effective as of the 21<sup>st</sup> day of August, 2014, and shall remain in full force and effect until August 31, 2016. It shall automatically renew from year to year thereafter unless either party shall notify the other in writing no later than the first day of May that it desires to modify the Agreement or any part thereof. In the event such notice is given, negotiations shall begin no later than the first day of June, 2016.

Prior to the first meeting, all proposals in completed form shall be submitted to the County by the Union, and County proposals submitted to the Union.

IN WITNESS WHEREOF, the parties hereunto set their hands  
this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

LANCASTER COUNTY DEPUTY  
SHERIFF'S ASSOCIATION  
FOP, Lodge 29

COUNTY OF LANCASTER,  
NEBRASKA

BY: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

LANCASTER COUNTY SHERIFF

LANCASTER COUNTY CLERK

\_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM THIS  
\_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
JOE KELLY  
Lancaster County Attorney

**APPENDIX A - AUTHORIZATION FOR PAYROLL DEDUCTION**

BY: \_\_\_\_\_  
(Please print last name, first name, middle name)

Classification: \_\_\_\_\_ Social Security No. \_\_\_\_\_

TO: LANCASTER COUNTY

Effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I hereby request and authorize you to deduct from my earnings on the first payroll period of each month a sufficient amount to provide for the regular payment of the current rate of monthly Union dues as certified by the Union. The amount deducted shall be paid to the Treasurer of the Lancaster County Deputy Sheriff's Association. This Authorization shall remain effective unless terminated by me by written notice to the City-County Personnel Administrator.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

DATE: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

**APPENDIX B - REQUEST FOR APPROVAL OF OFF-DUTY  
EMPLOYMENT**

DATE: \_\_\_\_\_

EMPLOYEE NAME: \_\_\_\_\_

NAME OF EMPLOYER: \_\_\_\_\_

LOCATION OF EMPLOYMENT: \_\_\_\_\_

DESCRIPTION OF DUTIES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NUMBER OF HOURS WORKED PER WEEK: \_\_\_\_\_

(FOR DEPUTIES ONLY)

DOES THE WORK REQUIRE WEARING THE UNIFORM? \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF EMPLOYEE

APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

# APPENDIX C – TEMPORARY RETIREMENT BUYOUT PROGRAM

## COUNTY OF LANCASTER, LANCASTER COUNTY, NEBRASKA TEMPORARY RETIREMENT BUYOUT PROGRAM

### APPLICATION AND AGREEMENT

(NOTE: THIS APPLICATION AND AGREEMENT MUST BE SUBMITTED TO THE OFFICE OF THE PERSONNEL DIRECTOR AFTER SEPTEMBER 1, 2014, BUT NO LATER THAN 12:00 A.M. (MIDNIGHT), AUGUST 30, 2016.)

This Temporary Retirement Buyout Program Application and Agreement is offered and made this \_\_\_\_ day of \_\_\_\_\_, 2014, between the County of Lancaster, Nebraska ("County"), and \_\_\_\_\_ ("Eligible Employee"), whose address is \_\_\_\_\_, in \_\_\_\_\_, Nebraska.

WHEREAS, the County and Lancaster County Deputy Sheriff's Association, Fraternal Order of Police, Lodge 29 ("F.O.P. 29") have established a Temporary Retirement Buyout Program ("Program") to the Collective Bargaining Agreement between the parties to be offered until August 30, 2016, for the purpose of encouraging eligible employees who are considering an early leave decision to accelerate their retirement plans; and

WHEREAS, the Eligible Employee is desirous of voluntarily participating in the Program sponsored by the County in the voluntary termination of the Eligible Employee's employment; and

WHEREAS, the Eligible Employee meets all the criteria for participation in the Program set forth in the Contract, Article 30, adopted by the County and F.O.P. 29; and

WHEREAS, the Eligible Employee acknowledges that the Eligible Employee has been given a minimum of forty-five (45) days to consider the ramifications of participation in the Program and acknowledges that the Eligible Employee's participation in the Program is voluntary and that the Eligible Employee was not coerced in any manner to participate in the Program sponsored by the County.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and stipulations set forth in this Application and Agreement, the Eligible Employee and the County do hereby agree as follows:

1. Eligible Employee Qualifications (check appropriate box):

- A.  Age 55 and 10 years of service;
- B.  Age 60; or
- C.  Will meet the above eligibility qualifications prior to 12:00 a.m.

(midnight), August 30, 2016.

2. Resignation: The Eligible Employee, by signing this Application and Agreement, hereby voluntarily, unconditionally, and irrevocably resigns from the Eligible Employee's employment position, relinquishes the Eligible Employee's actual and existent

employment rights, if any, and resigns from all other relations with the County effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and further hereby waives any and all notice of action by the County to accept the resignation and to terminate the Eligible Employee's continuing employment with the County and waives any and all rights the Eligible Employee may have under Nebraska law, the Lancaster County Personnel Rules, the Lancaster County Sheriff's Office Merit System Rules, or other laws as they now exist or as they may be amended in the future relating to continued employment or rights of recall. The County by approving and signing this Application and Agreement, hereby unconditionally and irrevocably accepts the Eligible Employee's resignation ending all employment relations between the County and the Eligible Employee, effective on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The Eligible Employee authorizes the County to approve and accept this Application and Agreement immediately upon its presentation to the County by the Eligible Employee.

3. Material Inducement/Early Retirement Benefits: As a material inducement to the Eligible Employee to enter into this Application and Agreement, the County agrees to contribute to Eligible Employee's Post Employment Health Plan (PEHP) premium account:

- A. An amount equal to one hundred percent (100%) of the Eligible Employee's unused accumulated sick leave balance at the time of retirement.
- B. The above consideration shall be in addition to that which the Eligible Employee otherwise is or may be entitled under any other provision of this contract, or federal, state or local law.

4. Consideration, Waiver, and Release of Claims: By entering into this Agreement, the Eligible Employee hereby releases, waives, acquits, and forever discharges: the County; all past, present, and future members of the Lancaster County Board of Commissioners in their official and individual capacities; any past, present, and future Lancaster County Sheriff in his official and individual capacities; any past, present, and future elected Lancaster County Official, any department head or director, and all other officers, agents, and employees of the County in their official and individual capacities, from any and all claims, however characterized, whether for damages, costs, expenses, compensation, penalties, wages, benefits, reinstatement, attorneys fees or attorneys fees under 42 U.S.C. § 1988 or the like, which Eligible Employee may now have with respect to or arising out of or in relation to the Eligible Employee's employment with the County, including, but not limited to claims or rights under the Age Discrimination in Employment Act (ADEA) and the Older Worker's Benefit Protection Act (OWBPA), 29 U.S.C. §§ 621 - 634, the Nebraska Act Prohibiting Unjust Discrimination in Employment on the Basis of Age, Neb. Rev. Stat. § 48-1001 et seq., Title IX, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Acts of 1866 and 1871, as amended from time to time, 42 U.S.C. § 1981 through and including 42 U.S.C. §1988, the Americans With Disabilities Act, §504 of the Rehabilitation Act, the Family Medical Leave Act of 1993; all claims and rights relating to discrimination on the basis of race, ethnic background, color, religion, sex, age, disability, handicap, marital status, or national origin before the EEOC, NEOC, or any other state or federal agency or department, or any state or federal court; all claims under any state or federal constitution, law, rule, or regulation; all claims or rights relating to libel, slander, breach of confidentiality or privacy; and all claims or rights of whatsoever nature arising under any other state, federal, or local constitution, statute, regulation, or ordinance arising out of the Eligible Employee's employment with the County or the Eligible Employee's resignation from such employment; provided, however, that this release and waiver does not apply to any rights which, by law, cannot be waived; to any claims which arise after the date



On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I, \_\_\_\_\_,  
being first duly sworn upon oath depose and state that I am the Eligible Employee identified  
above and that I have read the foregoing Temporary Retirement Buyout Program  
Application and Agreement, know the contents thereof, signed the same as my voluntary act  
and deed and submit this Application and Agreement for acceptance by the County.

\_\_\_\_\_  
Eligible Employee

Subscribed and sworn to before me this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public



**A C C E P T A N C E**

Upon the action of the County on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, approving and ratifying the foregoing Application and Agreement, and the acceptance of the resignation of the Eligible Employee identified above, the above Temporary Retirement Buyout Program Application and Agreement is hereby deemed to have been accepted and approved by the Eligible Employee and the County of Lancaster and shall be carried into effect by the County of Lancaster.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

COUNTY OF LANCASTER,  
NEBRASKA

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

\_\_\_\_\_  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
TERRY WAGNER  
Lancaster County Sheriff

By: \_\_\_\_\_  
DOUG MCDANIEL  
Personnel Director

APPROVED AS TO FORM THIS  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
for JOE KELLY  
Lancaster County Attorney

**DEPUTY SHERIFF'S PAY PLAN**

Reflects a 2.5% increase  
Effective August 21, 2014

CLASS CODE	CLASSIFICATION TITLE	PAY GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
5312	DEPUTY SHERIFF	D01	ANNUAL	45,637.28	47,962.72	50,410.88	52,975.52	55,679.52	58,514.56	61,501.44	64,627.68
			MONTHLY	3,803.11	3,996.89	4,200.91	4,414.63	4,639.96	4,876.21	5,125.12	5,385.64
			BIWEEKLY	1,755.28	1,844.72	1,938.88	2,037.52	2,141.52	2,250.56	2,365.44	2,485.68
			HOURLY	21.941	23.059	24.236	25.469	26.769	28.132	29.568	31.071
5321	DEPUTY SHERIFF-SERGEANT	D02	ANNUAL	57,183.36	59,806.24	62,553.92	65,432.64	68,438.24	71,583.20	74,871.68	78,307.84
			MONTHLY	4,765.28	4,983.85	5,212.83	5,452.72	5,703.19	5,965.27	6,239.31	6,525.65
			BIWEEKLY	2,199.36	2,300.24	2,405.92	2,516.64	2,632.24	2,753.20	2,879.68	3,011.84
			HOURLY	27.492	28.753	30.074	31.458	32.903	34.415	35.996	37.648