

Agenda Item # 20
Date 8/26/20

**AGREEMENT BETWEEN
DODGE COUNTY SHERIFF'S DEPARTMENT
AND
FRATERNAL ORDER OF POLICE
LODGE #17**

SEPTEMBER 1, 2020 – JUNE 30, 2022

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SHERIFF'S DEPARTMENT
DODGE COUNTY, NEBRASKA

DODGE COUNTY SHERIFF'S DEPARTMENT AND
FRATERNAL ORDER OF POLICE LODGE #17

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AGREEMENT

This Agreement is entered into by and between the County of Dodge, Nebraska (the "Employer") and Local No. 17, Fraternal Order of Police (the "Union"). "Employee" or "Employees" as those words are used in this Agreement are defined as Sergeants, Investigators, Civil Process Server, and Deputies.

ARTICLE 1 **NONDISCRIMINATION**

Section 1. Protected Status. All Provisions of this Agreement shall be applied to all Employees in the bargaining unit without discrimination as to sex, race, color, age religion, disability, marital status, national origin, political affiliation or any other prohibited basis of discrimination under applicable local, state or federal laws. The Union shall share equally with the Employer the responsibility for applying the provisions of this Article.

Section 2. Gender References. All references to employees in this Agreement designate both sexes, and whenever the male or female gender is used, such term shall be construed to include both male and female employees.

Section 3. FOP Membership. The Employer and the Union agree not to intimidate, coerce, or in any manner interfere with the rights of Unit Employees to form, join or assist labor organizations, or to refrain from any such activities, including the right to withdraw, revoke, or cancel association membership at any time.

Section 4. Americans With Disabilities Act ("ADA") Compliance. In order to allow the Sheriff to deal directly with disabled employees and to maintain confidentiality as required by the ADA, the FOP hereby agrees to waive its right to object to the Sheriff's good faith efforts to accommodate employees in the bargaining unit and to maintain confidentiality with respect to medical conditions or medical histories of employees in the bargaining unit.

Section 5. Military Leave. Employees who are members of the National Guard or Military Reserve, or who join the U.S.Armed Services or National Guard for regular duty, will receive time off with pay for up to fifteen (15) workdays in any one calendar year while under the orders of authorization of competent authority in the active service of the State or of the United States. Copies of orders documenting required training must be submitted to the Employee's supervisor. Active service beyond the fifteen (15) workdays will be considered a leave of absence without pay.

When the Governor of Nebraska or the President of the Unites States declares that a State of Emergency exists and a regular Employee who is in the National Guard or Military Reserves is ordered to active service of the State, an additional special leave will be granted until such Employee is released from such active service by competent authority.

Unless the active service beyond four years was involuntary, leaves of absence for those who join the U.S.Armed Services or National Guard for regular duty shall be for the period of active service not to exceed four (4) years. When such Employee is separated from active service under

honorable conditions or upon the Employee's discharge from hospitalization incident to such service, the Employee is entitled to return with no loss of seniority to the Employee's former position if the Employee still is qualified to perform those duties and if the Employee makes application within thirty (30) days after the Employee's release.

ARTICLE 2 **NOTIFICATION**

Section 1. Employees must furnish the Sheriff with their address and telephone number immediately upon employment. Thereafter, the employee must notify the Sheriff promptly, in writing, about any change in address or telephone number. A failure to furnish such change will relieve the Sheriff of any obligation to provide notice to the employee under any recall or related provisions of this Agreement.

Section 2. If the Employer is required to give notice to employees under any provision of this Agreement, the notice will be given by any verifiable means including, but not limited to, certified, return receipt requested mail to the employee's last known address, telephone call to the last known telephone number, facsimile transmission or e-mail transmission. If the employee fails to respond to the notice or message relayed by the Employer within three (3) days, the Employer's obligation to the employee under this Article ceases.

ARTICLE 3 **FOP RECOGNITION & DUES CHECKOFF**

Section 1. Scope of Unit. The Employer recognizes the Union as the exclusive collective bargaining agent for all full-time Sergeants, Investigators, and Deputies employed by the County of Dodge, Nebraska. Full-time shall be any employee scheduled to work 40 hours or more a week. The Employer shall not enter into any agreement with employees in the bargaining unit consisting of Sergeants, Investigators, Civil Process Server, Deputies individually or collectively, relative to wages, hours, terms or conditions of employment. The Union recognizes the Management's right to hire part-time employees.

Section 2. Exclusion of Supervisors. The term "supervisor" means any individual above the rank of Sergeant having authority, in the interest of the Sheriff, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. Supervisors shall be excluded from the bargaining unit.

Section 3. Exclusion of Confidential Employees. The term "confidential employees" means any individual who in the regular course of duties works with, has access to, or possesses information relating to the Sheriff's labor relations matters. Confidential positions shall be excluded from the bargaining unit.

Section 4. Purpose of Agreement. The purpose of this Agreement is to achieve and maintain harmonious relations between the Employer and the Union which consists of Sergeants,

Investigators, and Deputies; to maintain and increase individual productivity and quality of services; to prevent interruptions of work and interference with the efficient operation of the Dodge County Sheriff's Department and to provide an orderly and prompt method of handling and processing grievances. All portions of this agreement shall be interpreted in such manner as to further this purpose.

Section 5. Dues Checkoff.

A. The County shall deduct regular monthly Union dues and assessments from the pay of each employee who has executed a written check-off form.

B. Such deduction shall be made from the first and second payroll period of each calendar month and will be remitted within 10 calendar days to the designated Union office.

C. If in accordance with the terms and provisions of the check-off form, employees properly revoke such check-off authorization, the revocation shall become during the first payroll period of the following calendar month.

D. The Union shall advise the County 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 no sooner than 30 days following the request, and only upon written assurance by the Union to the County that additional amounts are regular monthly Union dues duly approved in accordance with the Union's constitution and bylaws. Such form shall be in accordance with the terms of the check-off form and such form shall be treated for all purposes in the manner as the initial authorization.

E. The County shall not be liable for the remittance 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 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. 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.

F. The County agrees to provide this service without charge to the Union.

ARTICLE 4
MANAGEMENT RIGHTS

Section 1. Reservation of Management Rights. The Sheriff and the County shall retain all management rights, functions, responsibilities, powers and authority as granted to them by Nebraska law and not specifically limited by the express terms of this Agreement. The Sheriff reserves the right to establish drug, alcohol and controlled substance testing.

Section 2. Listing of Management Rights. These rights, powers and authority of the Sheriff include, but are not limited to the following:

- a) The right to determine, effectuate and implement the objectives and goals of the Employer.
- b) The right to manage and supervise all operations and functions of the Sheriff's Department (the "Department").
- c) The right to determine services to be provided, including the right to create, establish, allocate, schedule, assign, modify, change, subcontract and discontinue any Department functions or operations.
- d) The right to establish, modify, change and discontinue work standards.
- e) The right to promulgate and enforce reasonable rules and the consequences for violating these rules.
- f) The right to direct and arrange working forces including the right to hire, examine, classify, promote, train, transfer, assign, and retain employees.
- g) The right to maintain discipline and control.
- h) The right to suspend, demote, discharge or take other disciplinary action against employees for just cause.
- i) The right to relieve employees from duty due to lack of work, lack of funds, a decision to subcontract or discontinue Department operations, or other legitimate reasons.
- j) The right to increase, reduce, change, modify and alter the size and composition of the work force.
- k) The right to determine, establish, set and implement management organization policies of the Department for the selection, training, transfer and reorganization of employees.
- l) The right to establish, implement, modify and change financial policies, budget control policies, accounting procedures, public relations and procedures and policies for the safety, health and protection of Department property and personnel.
- m) The right to adopt, modify, change, enforce or discontinue any existing work rules, regulations, procedures, policies and other terms and conditions of employment of the Department which are not in conflict with this Agreement or state statute.
- n) The right to determine and enforce employee work abilities and quality and quantity standards.
- o) The right to continue the existing performance appraisal system.
- p) The right to establish the location of offices, including the establishment of new offices and the relocation and closing of old offices.
- q) The right to maintain order and efficiency.
- r) The right to select any and all equipment and materials to be utilized in the operation of the Department.

Section 3. It is agreed that the listing of the foregoing management rights will not be deemed to exclude other rights of management not specifically listed. Any other right relating to management of the Employer's business and the direction of the work force, which the Employer has not specifically abridged, delegated, or modified by this Agreement, whether or not the

Employer had made use of such power, function, authority and right prior to execution of this Agreement, is specifically retained by the Employer.

Section 4. The Employer's failure to exercise any power, function, authority, or right in a particular way will not be deemed a waiver of the Employer's right to exercise such power, function, authority, or right in a different manner, or preclude the Employer from exercising such power, function, authority or right in the future.

Section 5. The Employer's exercise of its management rights will not be subject to the grievance provisions of this Agreement, unless such exercise violates another provision of this Agreement.

ARTICLE 5 **PROBATIONARY PERIOD**

Section 1. Each applicant hired as an employee will serve a probationary period of one year. With the agreement of the Employer, the Union and the employee, the probationary period may be extended for up to an additional 90 days. Employees who are promoted shall likewise serve a probationary period of one year.

Section 2. Except as otherwise specifically provided in this Agreement, probationary employees will not be eligible for any benefits granted to regular employees under this Agreement. No terms of this Agreement other than this Article and the appropriate wage rate will apply to probationary employees, except that employees on probation because of a promotion shall be considered non-probationary employees for purposes of the benefits of this Agreement.

ARTICLE 6 **SENIORITY**

Section 1. Accumulation of Seniority.

A. Seniority is defined as an Employee's continuous service within a job classification without a break or interruption except as defined in the next paragraph. Classification seniority shall be earned separately for part-time and regular Employees within a classification.

B. The following shall not constitute a break of interruption of service and seniority shall continue to accumulate during the period(s) of time covered:

- Unpaid leaves of absence or County layoffs of less than 30 calendar days; and
- absence due to injury or illness covered by the Nebraska Worker's Compensation Law not to exceed one year; and
- Military leave in accordance with applicable Federal and State law.

C. Employees shall not accumulate seniority during periods of unpaid leaves of absence or layoff of 30 days or more. Upon the return of an Employee from an unpaid leave of absence or layoff of 30 days or more, such Employee shall receive credit for service prior to such leave or layoff.

D. New Employees shall be added to the seniority list as of the Employee's start date following satisfactory completion of their probationary period.

Section 2. Loss of Seniority. An employee's seniority will be lost in the following instances:

- (a) Discharge;
- (b) Resignation;
- (c) Failure to return to work on the specified date following layoff;
- (d) Failure to perform any work for the Department for a period that is the lesser of 12 months or the employee's seniority with the Department, unless an extension is required by applicable law;
- (e) Unexcused failure to return to work on the specified date after a leave of absence or vacation;
- (f) An unexcused absence of two (2) consecutive days without notifying the Department;
- (g) Acceptance of a non-bargaining unit position for more than 180 days;
- (h) Retirement.

ARTICLE 7

JOB POSTING, SHIFT BIDDING & TEMPORARY VACANCIES

Section 1. Promotions.

A. Promotions shall be defined as the advancement of an Employee from one position classification to another in a higher salary grade. When the Employer determines that a position vacancy exists, notices of said position shall be posted on the Department bulletin board for a period no less than ten (10) days. The notice shall describe the position, minimum qualifications, and final date application will be accepted.

B. Promoted Employees shall service a one year probationary period.

C. An Employee promoted to a position in a higher pay grade shall receive a promotional pay grade increase on the payroll date on which the promotion becomes effective, and shall be placed at the pay level which most closely approximates a 5% hourly rate increase.

D. Promotions for the position of Sergeant will be limited to eligible employees holding the rank of deputy, civil process server, or investigator with the Dodge County Sheriff's Department. In the absence of qualified candidates under the standards published by the Dodge County Merit Commission, the County shall have the right to hire from the street.

E. The Sheriff will choose the successful candidate based on demonstrated skill, ability and performance. When, in the Sheriff's judgment, there are two or more employees of relatively equal skill, ability and performance (which includes an employee's attendance, safety and disciplinary record), the principle of seniority will govern. If no qualified candidate applies or no bid is received, the job may be filled by the Sheriff from any other source. The Sheriff retains the right to determine the qualifications necessary to perform any particular job or the

right to hire non-employee applicants (excluding the position of Sergeant) if, in the Sheriff's sole judgment, no qualified employee applies or bids for the job posting.

F. A job opening created by the acceptance of a posted position will be subject to the posting and bidding procedure only if the opening is for a Sergeant or Investigator position.

Section 2. Road Patrol Shift Bidding.

A. The Sheriff will continue his past practice of allowing road patrol officers to determine among themselves their preferred road patrol shifts, based on their respective seniority, twice per year, in six months intervals. Employees must have served two (2) consecutive years on road patrol with the Department before they shall be eligible to bid for a Courthouse assignment. The Sheriff reserves the right to make temporary Courthouse assignments to cover staffing shortages. Each new Sheriff who assumes office shall have the right to publish and rebid a new road patrol and shift schedule during the first calendar year in office.

B. Bids must be submitted on a form agreed upon by the Union and the Sheriff. Employees are responsible for submitting their bid request forms, and this responsibility cannot be delegated to another individual.

C. The Sheriff has the right to deny bid requests in his sole discretion based on the operational needs of the Department, and such denial shall not be subject to the grievance procedure of this Agreement. In such event, the Sheriff shall explain his reasoning in writing, and award the shift to the next senior bidder (if any), provided the award to the next senior bidder does not compromise the Sheriff's discretion involving the operational needs of the Department. Employees who do not bid will maintain their shift assignments, unless a more senior employee has bid for their shift and such bid is awarded by the Sheriff.

Section 3. Temporary Vacancies.

Temporary vacancies will be filled at the Sheriff's discretion without the need to post the job. A temporary vacancy under this Article is defined as a job, the duration of which is not expected to exceed six (6) months.

ARTICLE 8
LAYOFF AND RECALL

Section 1. Basis for Layoff. In instances of layoff and recall, the Sheriff will first consider employees' demonstrated skills, ability and performance. When, in the Sheriff's judgment, there are two or more employees of relatively equal skill, ability and performance, the principle of seniority will govern. Casual employees and probationary employees will be laid off prior to regular employees on the seniority list, unless such employees possess special skills not possessed by regular employees but deemed necessary by the Sheriff.

Section 2. Part-Time Employee. No regular employee shall be laid off from any classification while there are provisional, probationary, part-time, or seasonal employees working in the same classification.

Section 3. Layoff List. The names of regular employees who have been laid off shall be placed on a layoff list, maintained by the Sheriff. The Sheriff shall re-hire in the reverse order of layoff, provided; such employees are otherwise qualified to perform the duties of the position and continue to have seniority and recall rights under Article 5. No new employees will be hired by the Sheriff as long as there are employees laid off whom have seniority and recall rights. It shall be the employee's responsibility to notify the Sheriff's Office, in writing, of a change of address. If the employee does not respond in five (5) working days, or declines the recall, that employee's name shall be deleted from the layoff recall list.

Section 4. Bumping Rights Within Division. In the event an employee becomes subject to layoff in a job classification within a division of the Sheriff's Department and the employee is qualified to perform duties in a lower classification of the division, the employee shall be permitted to take a position in the next lower classification at the classification's rate of pay and employees in the lower classification is subject to layoff by virtue of the provision in Section 1 herein.

Section 5. Vacancy Appointment. In the event that an employee becomes subject to a layoff in his particular classification and a vacancy exists in a position of lower classification for which the employee is qualified, the employee may with the approval of the Sheriff, or a designated representative of the Sheriff, be appointed to such position in a lower classification on the basis of seniority.

Section 6. Recall After Bumping. Where an employee has accepted a position in a lower classification by virtue of Section 5 or 6 of this Article, the employee shall be recalled to the former position when the same becomes available in the reverse order of reduction, as long as that employee remains qualified to fill the position.

ARTICLE 9

OUTSIDE EMPLOYMENT

Employees shall be entitled to engage in outside employment unless prohibited by the provisions of this Agreement or the Department's rules and regulations. The outside employment shall not conflict with the employee's Dodge County duties, or create an actual or potential conflict with the Employer. All outside employment requires the prior written approval of the Sheriff.

ARTICLE 10

OVERTIME PAY, CALL-BACK PAY

COMPENSATORY TIME OFF AND STAND-BY DUTY

Section 1. Overtime Compensation. Employees who are deemed not exempt under the Fair Labor Standards Act shall receive overtime pay at the rate of time and one-half (1 1/2) their regular rate of pay for hours worked in excess of forty (40) hours per week. Employees who are

required to work longer than eight hours in any shift shall not have their remaining regularly scheduled weekly shift reduced for the purpose of avoiding weekly overtime. All paid time off shall be included in the accumulation of hours worked for purposes of computing overtime.

Prior authorization to work overtime shall be obtained from the supervisor on duty. If no supervisor is on duty, prior authorization is not required if such overtime work is necessary for the protection of life or property or for the timely completion of necessary duties. Violation of this policy may subject the employee to disciplinary action.

The Sheriff retains the sole discretion to determine in each instance if overtime work is required, how much overtime work will be needed and which employees will be assigned overtime.

Section 2. Call-Back Pay. If an employee is called to duty during his off duty time and such time does not coincide with his scheduled tour of duty, such employee shall be paid a minimum of two hours computed at time and one-half time, or one and one-half times the actual hours worked, whichever is greater.

Section 3. On-Call Duty. The Department may assign certain employees to on-call duty.

Section 4. Compensatory Time Off. At the discretion of the employee, an employee may elect to receive compensatory time in lieu of pay for overtime hours earned or hours worked on a holiday. Each overtime hour earned or hour worked on a holiday shall generate one and one-half (1.5) hours of compensatory time off, up to a maximum of 80 hours. Compensatory time off hours shall be paid at the employee's regular rate of pay at the time such hours are used, or at the time of the employee's separation. No more than 80 hours of compensatory time off may be carried from one year to the next.

ARTICLE 11

HOURS OF WORK AND DUTY SHIFTS

Section 1. Work Period. Eight (8) hours shall constitute a typical day's work and forty (40) hours over the course of five days shall constitute a typical week's work. However, the Sheriff may establish work periods of ten (10) or 12 hours per day. During an emergency as declared by the Sheriff, employee shifts, hours and duties may be modified at the discretion of the Sheriff or Chief Deputy.

Section 2. Work Shift Assignments. Designated work shift assignments shall be decided by the Sheriff. A minimum of five days' notice will be given prior to any change in work shift caused by vacation requests submitted at least 10 days prior to the date of absence, or the Sheriff's decision to modify standard work schedules, unless less time is required by circumstances beyond the Sheriff's control. However, the Sheriff reserves the right to adjust work schedules as needed to cover for unexpected absences.

Section 3. No Guarantees. Nothing contained in this Agreement will be construed as a guarantee of any hours of work in a workweek.

ARTICLE 12
ATTENDANCE IN COURT, CONFERENCES AND OTHER MEETINGS

Section 1. Court Time. Any employee required to attend as a witness or in any other capacity directly related to his official duties during off-duty periods shall be credited a minimum of three hours at the rate of time and one-half or one and one-half times the actual hours worked whichever is greater. If the employee can participate as a witness by phone, the minimum payment shall be one hour at the rate of time and one-half.

Section 2. Training Time. Hours spent in actual attendance at training seminars, workshops, conferences, or schooling will be considered hours worked for all purposes. Travel time shall be compensable to the extent required by the Fair Labor Standards Act.

ARTICLE 13
EQUIPMENT & UNIFORMS

Section 1. Equipment. The Employer shall provide the following equipment for Deputies:

- Uniform badges, collar brass and insignia patches;
- Cruiser and Back-up Flashlights;
- Batteries for County provided equipment;
- Duty ammunition for service and backup weapon;
- Service weapon (must be returned upon separation)
- Ballistic Proof Vest (Bullet Proof Vest) (for duty use, not ERU)
- First Aid Kits for Cruisers (North American Rescue: IPOK Individual Patrol Kit)
- Fire Extinguishers for Cruisers

Section 2. Replacement Articles. The Employer shall provide replacement articles as necessary for damage equipment in the performance of duties. The Employer will not pay for negligent damage to equipment. The employer will replace the Ballistic Proof Vest at the expiration of the manufactures' warranty.

Section 3. Uniform Allowance. Law enforcement personnel shall be provided a uniform allowance of \$100 per month. Uniforms that are damaged in the line of duty shall be replaced at the County's cost.

Section 4. Equipment Advance. Each employee may request an advance of up to a maximum of six months of their regular monthly clothing allowance. During their first year of employment new hires may request an advance of up to 12 months of their regular monthly clothing allowance. Any employee receiving such advancement shall be liable to the County for such amount and shall agree to repayment through subsequent withholding of the amount until paid. An employee whose employment is terminated for any reason prior to repayment of such amount shall be liable for repayment of funds advanced. Repayment of the advance payment shall be accomplished by withholding an employee's Uniform Allowance until the entire advancement has been met.

Section 5. ERU Required Equipment. Upon ratification, the six employees who are currently assigned to the Emergency Response Unit ("ERU") shall receive a one-time reimbursement of \$1100 for ERU equipment purchases, without the need to produce historical proof of purchase. The ERU required equipment (to the extent possible) must be returned to the County upon the earlier of (a) the employee no longer being assigned to the ERU; or (b) employment separation from the County. Employees who are assigned to the ERU in the future will be eligible for reimbursement based on actual purchases required by the County (and submission of receipts for purchase), recognizing that some of the required equipment may be transferred from a former ERU member to the new ERU member.

ARTICLE 14

GRIEVANCE PROCEDURE

Section 1. Grievance Definition. A grievance is a written complaint alleging a violation of the Agreement.

Section 2. Processing Grievance. Any grievance may be submitted and processed individually by the employee, or by the FOP. The FOP shall have the right to intervene at any step of the grievance procedure. Any bargaining unit Employee shall have the right to meet individually or with Union representation to adjust his/her individual complaint with the Employer, but such meeting shall be on non-working time, unless approved in advance by the Employer.

Section 3. Grievance Statement. In reducing a grievance to writing, the following information must be stated with reasonable clearness: The nature of the grievance, the acts or omissions, the date of the acts, or omissions, the identity of the party or parties alleged to have caused the grievance, the provisions of this contract which are alleged to have been violated, and the remedy sought. Failure to comply with this section shall result in the dismissal of the grievance.

Section 4. Days. The term days as used in this Article shall mean work days, specifically Monday through Friday, and excluding holidays.

Section 5. Grievance Steps. A grievance initiated by a bargaining unit member or by the Union on behalf of a bargaining unit member shall be handled in the following manner:

Step 1. An Employee grievance shall, within five workdays of the occurrence of the alleged grievance and or the knowledge of, attempt to resolve the matter within their respective chain of command. The grieving Employee shall have the right to be accompanied by the Union Steward or other Union representation.

Step 2. Within 10 workdays of the occurrence of the grieved action or from the day the Employee should have known about the grievance the Employee shall present a formal written grievance to the Sheriff. The Sheriff shall confer, with the grievant, and then reply in writing within 10 workdays of delivery of grievance stating the ground on which the grievance was decided.

Step 3. Within fifteen (15) workdays of receipt of the decision in "Step 2.", the grievant may appeal said decision. If the grievance is challenging discipline or discharge, the appeal shall be heard by the County's Merit Commission. If the grievance does not involve discipline or discharge, the appeal shall be heard by a mutually agreeable arbitrator.

Section 6. Time Limits. The time limits provided for in this Article shall be strictly construed. The failure of the Employee to meet the time limits provided, shall result in the dismissal of the Employee's grievance. Failure of the County/Employer to give a decision within the time limits shall permit the Employee to proceed to the next step. The time limits and/or steps listed in this Article may be extended or waived at any step of grievance procedure by written mutual agreement of the parties or their designated representatives.

Section 7. No Access to Commission of Industrial Relations(CIR). If one of the parties violates a contract right, the Union and the Employer will be required to resolve the issue using the grievance procedure described above.

Section 8. Witness and Arbitration Expenses. Each party shall pay its own expenses, including payment for the time and expenses of its witnesses. All other expenses, including the fees and expenses of the arbitrator, shall be borne equally by the County and Union.

ARTICLE 15

DEPARTMENT RESIDENCY REQUIREMENT, RULES AND DISCIPLINE

Section 1. The Sheriff will have the sole right to establish, revise or add attendance, work, alcohol abuse, substance abuse, drug and alcohol testing, functional testing, and safety rules by which all employees must abide. The Sheriff will also have the right to establish, revise or add a disciplinary policy to address employee violations of these rules. The Department rules and/or disciplinary policy will become effective twenty-four (24) hours after they have been posted.

Section 2. All Employees shall, as a condition of their employment, reside in a location that allows them to respond to call back within 45 minutes. Any full-time Employee who does not comply with the above requirement will be subject to appropriate disciplinary action. However, if at any time the Employer feels an employee is abusing this privilege, that employee will be subject to the appropriate disciplinary action.

ARTICLE 16

MEETINGS AND BULLETIN BOARDS

If approved in advance by the Sheriff, the Union may use the Department's training room for meetings, and post and maintain a bulletin board in the Deputy's report room or other agreed upon location for Union activities and information. The Sheriff shall not unreasonably deny requests under this Article.

ARTICLE 17
PROHIBITION OF STRIKES

Section 1. General Prohibition. The FOP acknowledges that Section 48-821 of the statutes of the State of Nebraska prohibits strikes. The FOP agrees to abide by the laws of the State of Nebraska and that the protection of the public health, safety and welfare demands that neither the FOP nor any individual Department employee in the bargaining unit, or any person acting in concert with them will cause, sanction or take part in any lockouts, strikes, slow downs, work stoppages, withholding of services or any other interference with the normal work routine of the Department, including sympathy strikes or boycotts, for any reason whatsoever during the period of this Agreement. No picket lines of any type may be observed during the term of this Agreement.

Section 2. FOP Obligations. The FOP, its officers, agents and members agree that they will not authorize, ratify, permit, aid, assist, or participate in any strike, slow down, work stoppage or interference with operations, including sympathy strikes or boycotts, for any reason whatsoever. If a strike, slowdown or work stoppage occurs involving bargaining unit members which in any way hinders, delays, limits or suspends the continuity or efficiency of any service of the Sheriffs Office of Dodge County, the Sheriff shall promptly notify the FOP representative as designated in this Agreement. Upon receipt of such notification, the FOP agrees to immediately notify all employees engaged in such prohibited activity that such actions are in violation of state law and this Agreement and to urge such employees to cease such activity. The FOP also agrees to use its best efforts to insure that any employees involved in such prohibited activity cease such prohibited activity as soon as possible.

Section 3. A Union member participating in work stoppages and/or disruptions will be subject to disciplinary action, up to and including discharge.

ARTICLE 18
RETIREMENT

The Department and its employees shall participate in the County Employee's Retirement System as provided under state law. Should the state law as referenced above be amended, said amendment shall be implemented by the employer.

ARTICLE 19
PAID TIME OFF

Section 1. Vacation.

A. Employees shall accrue paid vacation leave on a pro rata basis each month based on length of continuous employment and annual total earning amounts as follows:

- 80 hours after one full year of continuous employment;
- 96 hours after eight years of continuous employment;
- 120 hours after 10 years of continuous employment;
- 152 hours after 15 years of continuous employment; and

- 160 hours after 20 years of continuous employment.

B. Employees are allowed to carry up to a cumulative total of 160 hours from year to year, inclusive of both vacation and compensatory time off hours. However, no more than 80 hours of compensatory time off may be carried from one year to the next.

C. Employees shall be paid all accrued vacation at separation.

D. Employees who are on an unpaid leave of absence for in excess of 30 days shall not accrue vacation during such absence, and shall have their vacation prorated.

Section 2. Holidays.

A. The following twelve (12) Holidays will be observed:

New Years Day - January 1st
Martin Luther King Jr. Day - Third Monday in January
President's Day - Second Monday in February
Arbor Day - Last Friday in April
Memorial Day - Last Monday in May
Independence Day - July 4th
Labor Day - First Monday in September
Columbus Day - Second Monday in October
Veterans' Day - November 11th
Thanksgiving Day - Fourth Thursday in November
The Day after Thanksgiving Day - Fourth Friday in November
Christmas Day - December 25th

B. Employees are entitled to holiday pay equal to the number of normally scheduled work hours for their shift at their regular rate of pay, regardless of the start of their shift.

C. Employees who work on a holiday shall be paid the overtime rate plus the holiday pay. At the discretion of the employees, hours worked on holidays shall generate one and one-half (1.5) hours of compensatory time off.

D. Employees who terminate their employment before the holiday are not eligible for holiday pay.

E. A holiday which occurs during an approved vacation will not be considered part of the vacation.

Section 3. Sick Leave.

A. Accrual and Eligibility Criteria. Effective July 1, 2009, sick leave shall be earned at the rate of 96 hours per year, to a maximum of 910 hours. Employees can use

accumulated sick leave for the illness or injury of an immediate family member, including parents, children and spouse. Employees who use sick leave more than three (3) consecutive workdays may be required to submit medical verification of the need for the absence.

B. Conversion. Eligible employees can convert unused sick leave to pay at death, or retirement or resignation at the conversion rate of 50%. To be eligible for the conversion, employees must have at least five years of service, and at least 40 hours of accrued sick leave.

Section 4. Funeral Leave. Employees shall be entitled to five days off with pay for the death of an immediate family member, defined as parents, siblings, children and spouse. Employees shall be entitled to two days off with pay for the death of an extended family member, as defined by County policy.

Section 5. Probationary Employee. Eligibility for Paid Time off: Probationary employees are eligible for holiday pay, paid sick leave and paid funeral leave on the same terms and conditions as non-probationary employees. Paid vacation will accrue during the probation period, but is not available for use until employees complete their probation period, and shall not be payable if probationary employees terminate before completing probation.

Section 6. Leave Sharing. When an employee 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, other employees may voluntarily transfer to the ill or injured employee's sick leave account enough earned compensatory time, vacation time, and sick time, to maintain the ill or injured employee in a full pay status for a period not to exceed 910 hours of duty time beyond such time as the expiration of the ill or injured employee's sick leave balance. The ill or injured employee must not solicit or offer anything of value to coworkers in exchange for leave donations. Coworkers who donate must not solicit or accept anything of value in exchange for donations. All leave sharing requests must be approved in advance by the Sheriff. After a one (1) week waiting period, the ill or injured employee shall be paid retroactively for that week. This policy of leave sharing shall be strictly voluntary on the part of the individual employees transferring compensatory time, vacation time, and sick time

ARTICLE 20 **INSURANCE**

Section 1. Life. The County agrees to provide life insurance in the amount of \$15,000, at the County's cost, effective on the first day of employment.

Section 2. Medical and Dental.

A. Regular full-time employees are eligible for medical and dental insurance for themselves and their family.

B. Medical coverage starts on the first day of the month following the date employees begin work as regular full-time employees. Employees must complete an enrollment form before they become eligible.

C. The medical and dental insurance plan design shall be identical to the standard medical and dental insurance plans offered to other County employees.

D. Effective January 1, 2018, the County shall pay 80% of the premium for family and two-party medical coverage, and the full premium for single medical coverage.

E. Employees shall pay the full premium for dental coverage.

ARTICLE 21
WAGES

All employees will be placed on the following wage progression based on their years of service prior to this Agreement, and their satisfactory performance evaluations. On their anniversary date of each year of this Agreement, all employees who received a satisfactory performance evaluation in their most recent evaluation will advance on the following wage progression, until such time as they reach the eight year pay level.

September 1, 2020 – June 30, 2021

Steps	Start	2	3	4	5	6	7	8
Investigator	24.9090	25.8181	26.7147	27.2619	28.5245	29.4416	30.3751	31.308
Sergeant	24.9701	25.8813	26.7801	27.7035	28.6147	29.5135	30.4500	31.385
Deputy/Civil	21.7885	22.8089	23.8898	24.8477	25.8673	26.8868	27.9062	28.925

July 1, 2021 – June 30, 2022

Steps	Start	2	3	4	5	6	7	8
Investigator	25.4072	26.3345	27.2490	27.8071	29.0950	30.0304	30.9826	31.9347
Sergeant	25.4695	26.3989	27.3157	28.2576	29.1870	30.1038	31.0590	32.0135
Deputy/Civil	22.2243	23.2651	24.3676	25.3447	26.3846	27.4245	28.4643	29.5040

To enhance the Employer's recruiting capability, the Sheriff retains discretion to place experienced new hires at any step on the pay progression table to reflect their previous law enforcement experience.

Field Training Officer shall be paid an additional \$1.00 for hours worked in that capacity.

Road deputies who are functioning as the senior officer on their shift when a Sergeant is not on duty shall be paid an additional \$1.25 for hours worked in that capacity.

Employees who are verified as fluent in Spanish shall be paid an additional \$0.50 per hour. The Parties shall jointly agree upon the appropriate test for verification of Spanish fluency.

Employees who are promoted to a higher paying classification shall be placed on the pay progression step that reflects no less than a 5% increase from their hourly classification rate in effect immediately prior to the promotion.

ARTICLE 22
SCOPE OF AGREEMENT

This contract constitutes the complete and entire Agreement between the Employer and the Union and supersedes all previous agreements. There are no oral agreements, nor is this Agreement based upon any oral representation covering the subject matter of this Agreement. The Employer and Union agree to abide by the Employer's personnel policies and procedures except where the policies and procedures are inconsistent with this Agreement. This Agreement shall not be modified or amended in any respect unless in writing and signed by the parties.

ARTICLE 23
SAVINGS CLAUSE AND CHOICE OF LAW

If any provision of this Agreement is declared by proper legislature, administrative, or judicial authority to be void, unlawful, unenforceable, or not in accordance with the applicable Civil Service rules, or law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

This Agreement has been executed in accordance with the statutes and laws of the State of Nebraska, and any dispute, disagreement, or litigation arising under this Agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska.

ARTICLE 24
PAST PRACTICE

This Agreement supersedes any previous oral and written agreements, past understandings, practices and/or customs between the Employer and its employees on matters not specifically governed by the terms of this Agreement.

ARTICLE 25
DISCIPLINE AND DISCHARGE

Section 1. Rules and Regulations. The County shall have the right to adopt and put into effect rules and regulations not in conflict with this agreement. All employees shall be subject to

such rules and regulations and any violations may be considered just cause for disciplinary action or discharge.

The purpose of employee discipline is to advise the employee of the infraction in such a manner as to ensure that such behavior will not be repeated. Discipline shall be imposed for just cause only.

Disciplinary actions shall typically be progressive in nature and shall include the following:

- A. Oral Reprimand
- B. Written Reprimand
- C. Suspension
- D. Discharge

The County may skip progressive discipline steps depending on the severity of the infraction. The County will provide officers with notice of any alleged misconduct or performance problem that may result in discipline, a description of the evidence upon which the County is relying for potential discipline, and an opportunity for the officers to explain their side of the story.

Section 2. Grievances and Protests. Employees who have been suspended or discharged may process a grievance through the grievance procedure.

Oral and/or written reprimands may be protested in writing by the employee and such protests will be placed in the employee's personnel file and may be used in the event of disciplinary time off or discharge of the same or similar infraction.

For purposes of progressive discipline, disciplinary actions shall be active for twelve (12) months from the date of discipline. However, disciplinary actions shall remain active for eighteen (18) months for violations of the same rule.

Section 3. Timing of Investigations and Discipline. If the Sheriff or his designee has reason to investigate an employee's alleged misconduct, the employee shall be so notified unless notification would potentially compromise the investigation. Investigations for non-serious misconduct shall normally be completed within 10 days of the Sheriff's knowledge of the incident giving rise to the investigation. Investigations for serious violations shall normally be completed within 45 days, absent extenuating circumstances requiring a more prolonged investigation. Discipline shall be imposed within a reasonable time period following completion of investigations.

Section 4. Suspension and Terminations. The employer has the right to suspend and/or terminate any employee immediately for just cause.

Just cause for termination or suspension, includes but is not limited to the following:

- A. Possession of alcoholic beverages during working hours;

- B. Consumption of alcoholic beverages or illegal drugs during working hours or being on the job in an unfit condition because of the consumption of the above including prescription drugs;
- C. Selling or possession of, or using legally prohibited drugs;
- D. Theft, burglary, or battery;
- E. Willful and/or reckless neglect of duty;
- F. Any absence of two (2) or more consecutive days without an excuse or notification;
- G. Violence, or threat of violence, in the workplace;
- H. Dishonesty;
- I. Insubordination.

ARTICLE 26
EMPLOYEE RIGHTS

Section 1. Personnel Files. Employees may review their personnel file during unpaid time and regular business hours.

Section 2. Permanent Records. Permanent employment records for each employee shall be kept in their personnel file.

Section 3. Garrity Rights. Employees have in some circumstances the right not to incriminate themselves in criminal investigations. However, the privilege against self-incrimination does NOT apply in all disciplinary investigations. It applies only when the investigation involves criminal misconduct. As a result, when the Sheriff is investigating misconduct other than unlawful behavior, employees must answer questions. Employees who refuse to answer despite an order to do so may be disciplined or terminated for insubordination.

If an investigation involves criminal misconduct, and the Sheriff exercises his right to order the employees to answer, then the Sheriff must afford employees the following rights, commonly referred to as "Garrity Rights:"

- Advise the employees that their answers will not be used against them in a subsequent criminal prosecution.
- Direct the employee to answer and explain that refusing to answer will be considered insubordination which may lead to discipline or termination.

If employees refuse to answer questions under these circumstances, they can be terminated (or otherwise disciplined) for insubordination.

The fact that the Sheriff *can* provide immunity to an employee, and thereby force the employee to answer questions about unlawful misconduct, does not mean that the Sheriff *must* do so. The Sheriff may ask employees questions about unlawful misconduct provided the employee is not ordered to respond. In that instance, the Sheriff shall explain to the employees at the start of the investigation that they are free to refuse to answer questions, and that any answers given may be used in a subsequent prosecution.

In all instances, the Sheriff reserves the right to discipline or terminate based on all of the information received, including any information the employee chooses to offer.

Section 4. Investigations. Disciplinary investigations shall be conducted in private, when the employee is on duty, unless the investigation dictates otherwise. Employees shall be relieved of responsibilities without loss of pay when being interrogated. However, any outside law enforcement agency may conduct criminal investigations whether occurring during employment hours or any other time. If the Sheriff or other known County official is not conducting the interrogation, the employee shall be properly introduced to the person in charge of the interview.

Section 5. GPS Tracking. Management reserves the right to review and use GPS tracking data for any reason.

ARTICLE 27
DURATION OF AGREEMENT

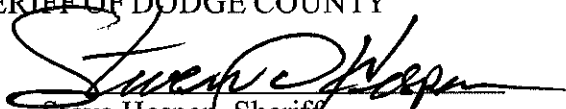
This Agreement shall be in effect from September 1, 2020 to June 30, 2022. This Agreement shall automatically continue in effect beyond June 30, 2022 except that, after June 30, 2022 this agreement may be terminated by:

1. By both parties agreeing to the termination; or
2. By the filing of a petition in the Commission of Industrial Relations by either party seeking a determination of wages and conditions of employment for any contract year beginning on or after June 30, 2022; or
3. By a new agreement between the employer and the Union; or
4. By the County unilaterally implementing its last, best and final offer after reaching impasse during negotiations for a renewal agreement.

Either the Union or the employer must notify the other in writing of its desire to modify the agreement on or before April 1st of the year of expiration of the agreement.

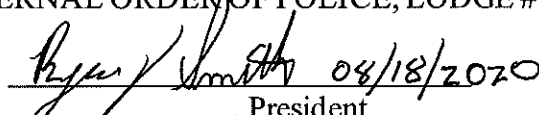
SHERIFF OF DODGE COUNTY

BY


Steve Hesper, Sheriff

FRATERNAL ORDER OF POLICE, LODGE #17

BY


_____, President
Ryan J. Smith

DODGE COUNTY BOARD OF SUPERVISORS

BY

Bob Missel, Chairman

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