

**COMPREHENSIVE MASTER AGREEMENT
BETWEEN COUNTY OF DAKOTA COUNTY, NEBRASKA
AND
FRATERNAL ORDER OF POLICE,
DAKOTA COUNTY LODGE #49**

July 1, 2009 - June 30, 2012

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ARTICLE 1 DEFINITIONS AND REGULATIONS

Section 1: Definitions:

- A. Regular Full-Time Employee. The term "regular full-time employee," as used in this Agreement, shall mean an employee who is scheduled to work forty (40) hours or more per week year round.
- B. Regular Part-Time Employee. The term "regular part-time employee," as used in this Agreement, shall mean an employee who is scheduled to work at least thirty (30) hours per week year round but less than forty (40) hours per week year round. Regular part-time employees shall receive benefits in a ratio proportionate to their part-time service.
- C. Temporary Employee. The term "temporary employee," as used in this Agreement, shall mean an employee who is engaged for a specific project or assignment, or for a period of time not to exceed one (1) year. Temporary employees shall not be eligible for benefits.
- D. Supervisor. The term "Supervisor," as used in this Agreement, shall mean any individual having authority in the interest of the Employer to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly direct them, or the evaluate their performance, 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.
- E. The term "Department," as used in this Agreement, shall mean the duly elected or appointed Sheriff of Dakota County, Nebraska.
- F. The term "Department Head," as used in this Agreement, shall mean the duly elected or appointment Sheriff of Dakota County, Nebraska.
- G. The term "County," as used in this Agreement, shall mean Dakota County, Nebraska.
- H. The term "Union," as used in this Agreement, shall mean the Fraternal Order of Police, Dakota County Lodge #49.

Section 2: Union Recognition

The County recognizes the Fraternal Order of Police, Dakota County Lodge #49, as the sole and exclusive bargaining agent for the purpose of collective bargaining for all employees of the Sheriff's Department, excluding the Sheriff, the Chief Deputy, the Sheriff's Secretary, the Clerical Receptionist, the VIN Inspector and temporary employees.

ARTICLE 2 UNION BUSINESS

Section 1: Leave for Negotiations

Members of the bargaining committee, not to exceed three (3) in number, shall be granted leave with pay for time spent in negotiations.

Section 2: Leave for Union Meetings and Union Business

Union officials, not exceeding two (2) in numbers shall be granted leave from duty without pay for the purpose of attending Union meetings, conventions, education conferences or conducting Union business. Such leave shall be contingent upon a written request by the Union and approval by the Sheriff not less than one week in advance of the requested leave dates, provided that leave from duty without pay shall not exceed a total of seventy (70) hours for both representatives combined.

Section 3: Solicitation

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

Section 4: Union Access

An accredited representative of the Union shall have access to the offices and work areas of the Sheriff's Department at reasonable times during working hours, provided they obtain prior approval from the Sheriff or the Sheriff's designated representative. Such approval shall not be unreasonably withheld.

ARTICLE 3 DUES CHECK-OFF

Section 1: Deduction Authorized

The Employer shall in accordance with the provisions of this Article deduct certified regular monthly Union dues from the pay of each employee, provided that at the time of such deduction the Employer has in its possession a written authorization executed by the employee in the form attached hereto marked Appendix "A"

Section 2: Effective Date

The effective date of the written authorization or written cancellation or revocation shall be the first day of the check of the payroll period immediately following receipt of the form marked Appendix "A" by the Employer and the Union.

Section 3: Remitting of Dues

The Employer shall within fifteen (15) days from the pay date of each payroll deductions remit the amounts thereof showing the names of employees to the treasurer of the Union.

Section 4: Indemnification

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments including expenses and attorney's fees incurred in connection therewith, brought or issued against the Employer as a result of any action taken or not taken by the employee or Union under the provisions of this Article 3.

Section 5: Application to Prior Authorizations

Notwithstanding the terminology of any written authorization executed by an employee prior to the date of this Agreement and in the possession of the Employer, it shall be effective and revocable in accordance with the terms of this Article.

Section 6: Payment Problems

The Employee shall check off only certified monthly dues for the payroll period involved. If the pay of the employee is insufficient to permit such check-off, such dues shall not be deducted from subsequent pay periods. In such event, it shall be the Union's responsibility to collect these dues from the employee.

If the Employer deducts dues pursuant to the provisions of this Agreement and the Employer has made duplicate payment to the Union directly, it shall be the responsibility of the employee to collect such duplicate payment from the Union.

ARTICLE 4 MANAGEMENT RIGHTS

Section 1: Enumeration of Rights

In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties, and rights which belong solely, exclusively, and without limitation to the Employer, to-wit:

- A. The right to manage the Employer's operations and to direct the working force;
- B. The right to hire employees;
- C. The right to maintain order and efficiency;
- D. The right to extend, maintain, curtail, or terminate operations of the Employer;

- E. The right to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
- F. The right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
- G. The right at any time to determine, create, modify and terminate jobs, job vacancies, departments, job classifications, and job duties;
- H. The right to transfer, promote and demote employees;
- I. The right to discipline, suspend, and discharge employees;
- J. The right to lay off at any time;
- K. The right to enforce and require employees to observe rules and regulations set forth by the Employer;
- L. The right to determine when and whether a position or job classifications is vacant and when it will be filled;
- M. The right to determine how many employees shall be in each classification and whether any employees shall be in any classification; and
- N. The right to determine the individual and relative qualifications, ability, ability to perform, and physical fitness of all employees.

ARTICLE 5 HOURS OF WORK AND OVERTIME

Section 1: Work Day, Work Week, Arrival and Dismissal Times

The regular work day for full-time employees shall be eight (8) or ten (10) hours shifts by mutual agreement between the Union and the Sheriff. The regular work week for full-time employees shall be forty (40) hours. Arrival and dismissal times for all employees and the regular work day and regular work week for part-time employees shall be set by the Sheriff, at his discretion.

Section 2: Scheduling of Hours

Employees will normally be scheduled for two (2) or three (3), depending on hours of shift worked, consecutive days off with the understanding that scheduled days off may be changed to meet the operational needs of the Department. Employees shall be given notice, both orally and in writing, of any change in work schedules except in cases of emergency. Employees shall be required to work the hours scheduled by the Sheriff, including all hours scheduled during any emergency or emergency situation.

Every three (3) months, employees may submit to the Sheriff a request for a specific shift of hours of work. The Sheriff will attempt to honor requests by employees for a specific shift of hours of work and will take seniority into account in making shift assignments. All requests for shift assignments are subject to the operational needs of the Department.

Section 3: Emergencies

The existence of emergencies and emergency situations shall be determined exclusively by the Sheriff, or his designee.

Section 4: Paydays

Employees shall be paid every other Friday at 12 p.m., one week following the last day of the pay period. Pay checks shall be electronically delivered to employees by direct deposit.

Section 5: Limitation

This Article is intended to be construed as a basis for establishing hours of work and shall not be construed as a guarantee of hours.

Section 6: Overtime

Overtime shall be paid to all employees at the rate of time and one-half (1 ½) the employee's straight time hourly rate for hours worked in excess of forty-three (43) hours in a seven-day work period as provided by Section 7(k) of the Fair Labor Standards Act.

Section 7: Hours Worked

All days on which an employee does not work, except holidays and personal days, shall not be counted as hours worked in computing overtime.

Section 8: Approval of Overtime

All overtime work is to be determined by the Sheriff, Chief Deputy or Jail Administrator, and must be authorized by the Sheriff, Chief Deputy, or Jail Administrator before it will be paid.

Section 9: Overtime Pay and Compensatory Time

At the employee's discretion, an employee who works overtime may receive compensatory time off in lieu of overtime pay.

If overtime hours are compensated in cash, payment shall be made in accordance with Section 7 of the Fair Labor Standards Act.

If overtime hours are compensated with time off, compensatory time shall be provided at a rate of one and one half hours for each hour of overtime employment. Employees may accumulate and use a maximum of forty (40) hours of compensatory time in the six-month periods beginning January 1 and ending June 30 and beginning July 1 and ending December 31. All compensatory time which is accrued and unused as of June 15 and December 15 shall be bought back by the County.

Any employee who has accrued forty (40) hours of compensatory time off shall be paid overtime compensation for additional overtime hours of work. If compensation is paid to an employee for accrued compensatory time off, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives the compensation. Upon termination of employment, employees shall be paid for unused compensatory time at a rate of compensation not less than: (1) the average regular rate received by the employee during the last three years of the individual's employment or (2) the final regular rate received by the employee, whichever is higher.

Employees who have accrued compensatory time off may request the use of compensatory time and shall be permitted to use such time within a reasonable time period after making the request if the use of compensatory time does not unduly disrupt the operations of the department.

Compensatory time must be used in one (1) day increments.

ARTICLE 6 WORK BREAKS AND MEAL PERIODS

Section 1: Work Breaks

Employees shall be granted at fifteen (15) minute rest period with pay during the approximate middle of each one-half (½) shift. Said break shall be with pay and shall be taken at a time designated by the employee's supervisor.

Section 2: Meal Period

Employees shall be granted one-half (½) hour meal period with pay scheduled at the approximate middle of the shift.

ARTICLE 7 HOLIDAYS

Section 1: Holidays Recognized

The following days shall be recognized as paid holidays and observes on the dates established by the Employer:

New Year's Day (January 1)

Martin Luther King Jr.'s Birthday (Third Monday in January)

President's Day (Third Monday in February)

Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)
Veterans Day (November 11)
Thanksgiving Day (Fourth Thursday in November)
Thanksgiving Friday (day after Thanksgiving)
Christmas Day (December 25)
Two Personal Days

Employees shall be dismissed with pay at for the last one-half of their work day (four (4) hours for an eight hour shift and five (5) hours for a ten-hour shift) on December 24 whenever December 24 falls on Monday, Tuesday, Wednesday, Thursday, or Friday. If an employee is on a regularly scheduled leave on Christmas Eve, the employee's leave will only be charged with one-half of their work day (four (4) hours for an eight hour shift and five (5) hours for a ten-hour shift) for that day.

Section 2: Observance of Holidays

Holidays shall be observed on the day set forth in Section 1.

Personal holidays will be scheduled by mutual agreement between the employee and the employee's supervisor. Requests for scheduling of a personal holiday on a day designated for religious observation (Yom Kipper, etc) shall not be unreasonably denied. Personal holidays shall not be carried over from contract year to contract year, nor shall they be granted, if unused, to any employee upon retirement, termination or discharge. An employee shall not be granted holiday pay or a personal holiday during the first six (6) months of his/her employment. No employee will be permitted to work his/her personal holiday. Personal leave may be used in increments of no less than one-half (½) day.

Employees hired on or after July 1 but prior to September 1 of the applicable contract year shall be authorized two (2) floating holidays which shall be taken within the period beginning with their date of hire and ending June 30. Employees hired on or after September 1 but prior to December 1 of the applicable contract year shall be authorized one and one-half (1½) floating holidays which shall be taken within the period beginning with their date of hire and ending June 30. Employees hired on or after December 1 but prior to March 1 of the applicable contract year shall be authorized one (1) floating holiday which shall be taken within the period beginning with their date of hire and ending June 30. (This paragraph shall apply only to employees hired after July 1, 2000.)

Section 3: Eligibility for Holiday Pay

In order to be eligible for receiving holiday pay, an employee must report for work on the last scheduled work day before the holiday and on the first scheduled work day after the holiday unless the employee is absent due to an illness which satisfies the conditions contained in Article 8, Section 3, due to a funeral leave granted in accordance with

Article 10, Section 1, due to a leave for jury duty or court appearance granted in accordance with Article 10, Section 2, or due to a vacation. No employee who has been laid off, or discharged, or who is under suspension, will be eligible for holiday pay.

Section 4: Pay for Holidays

Regular full-time employees eligible for holiday pay shall receive as holiday pay their normal rate of pay at straight time up to a maximum of eight (8) or ten (10) hours, based on the employee's regularly scheduled workday, for any one holiday. Regular part-time employees eligible for holiday pay shall receive as holiday pay their normal rate of pay at straight time prorated based upon their average daily hours of work.

Section 5: Holidays during Vacations

If an observed holiday falls during an employee's vacation period, such observed holiday shall not be charged against the employee's vacation leave.

Section 6: Overtime Pay

Employees required to work on the day in which any holiday listed in Section 1 is observed shall receive compensation at the rate of one and one half (1½) times their normal hourly rate of pay for the actual number of hours worked and shall receive holiday pay as set out in Section 4 hereof in addition to such overtime pay.

ARTICLE 8 SICK LEAVE

Section 1: Allowance

Employees shall be allowed twelve (12) days of sick leave per year. Sick leave shall be used in not less than one-half (½) day increments. Sick leave is earned on a twelve-month basis coincidental with the employee's employment anniversary date and will be available to an employee after it has been earned.

Employees shall have the right to accumulate unused sick leave up to a maximum of seventy (70) working days. Employees shall have sick leave credits given to them based on the above rate upon the execution of this Agreement.

Sick leave shall not accumulate during periods when an employee is absent due to sickness, injury, layoff, or when an employee is on an extended leave of absence.

Section 2: Permissible Uses

Sick leave shall be used for personal illnesses and injury, including on-the-job injury or disability, subject to the provisions set out hereinafter. Sick leave will not be allowed if an employee is injured while gainfully employed by a different Employer.

Section 3: Holiday Limitations

Except in cases of serious confining illnesses which are certified by a physician, sick leave will not be paid on the working day immediately preceding or following a holiday,

Section 4: Physician's Statement

The Employer reserves the right to require a physician's statement for any absence due to sickness. If the Employer suspects that sick leave is being abused, it may, in its discretion, require the employee to report to a County-designated physician for an examination and report. If the report indicates that the use of sick leave was appropriate, then the County shall pay the expense of the examination and report. If the report indicates that the use of sick leave was not appropriate, then the employee shall pay the expense of the examination and report.

Section 5: Notice to Employer

To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible but in any event one hour prior to the starting of the employee's work day,

Section 6: Leaves for On-the-Job Injuries

A leave of absence will be granted by the Employer to any employee for absence required as a result of on-the-job injury covered by Worker's Compensation Insurance. During such leave, the employee at his/her option may apply his/her accumulated sick leave benefits to be prorated against the difference between his/her regular straight time wages and the compensation to which he/she is entitled under the Worker's Compensation Law,

Section 7: Payment for Death or Disabling Injury

In the case of death or disabling injury which occurs while on the job, all accrued sick time shall be paid to the designated beneficiary of the employee.

ARTICLE 9 VACATION LEAVE

Section 1: Vacation Benefits

Subject to and in accordance with the provisions of this Article, paid vacations shall be granted to employees after continuous active service pursuant to the following schedules:

- A. An employee in the continuous active service of the Sheriff for one (1) year or more as the anniversary of the employee's most recent date of hire shall be given one (1) week vacation with pay at the employee's regular hourly rate.

- B. An employee in the continuous active service of the Sheriff for two (2) years or more as of the anniversary of the employee's most recent date of hire shall be given two (2) weeks vacation with pay at the employee's regular hourly rate.
- C. An employee in the continuous active service of the Sheriff for ten (10) years or more as of the anniversary of the employee's recent date of hire shall be given three (3) weeks vacation with pay at the employee's regular hourly rate.
- D. An employee in the continuous active service of the Sheriff for eighteen (18) years or more as of the anniversary of the employee's most recent date of hire shall be given four (4) weeks vacation with pay at the employee's regular hourly rate.

For purposes of determining years of continuous active service, the following absences that are in excess of six months shall be deducted: layoff or an extended leave of absence.

Section 2: Limitations

The purpose of a vacation is to enable the employee to enjoy periodic rest from the employee's regular job so that the employee may return to work refreshed. The vacation year will be the individual employee's anniversary date to anniversary date. Accordingly:

- A. Except that an employee may carry over up to forty (40) hours of earned, unused vacation from one vacation year to the next, vacations earned must be taken by the employee prior to the employee's next anniversary date and each employee entitled to do so must take at least forty (40) hours of vacation during each vacation year.
- B. Employees may, at their discretion, sell back to the County up to a maximum of eighty (80) earned, unused vacation hours per year.
- C. Vacation must be used in increments of no less than one (1) day.
- D. An employee whose services are terminated, except by discharge, shall receive any vacation earned and not previously taken. Such vacation shall be taken before the employee is dropped from the payroll provided that no vacation may be earned on a pro rata basis until after the employee has worked the employee's first full year.

Section 3: Notification of Accrual

Employees will be notified of their accrued vacation by March 1 of each year. The notification of accrued vacation will be final and binding upon each employee unless

he/she objects in writing to the Sheriff by March 10 of the year in which the notification is received.

Section 4: Selection

No later than March 1 of each year, the Sheriff shall post a vacation schedule of open periods for vacations along with a notice concerning the maximum number of employees who may be on vacation at any given time. Employees shall have fifteen (15) calendar days within which to designate their choice. In the case of a conflict between designated choices within a department, seniority shall govern. At the end of said fifteen calendar day period, the Sheriff shall designate on the posted schedule those vacation period selections which have been approved.

All remaining employees entitled to a vacation shall be granted their vacation at the time that they select, provided such selection does not conflict with a vacation period previously designated by another employee, or exceed the maximum number of employees who may be on vacation at any given time, or conflict with the operation of the Sheriff's Department.

During the first year of their employment, employees shall earn but shall not be permitted to take vacation, subject, however, to the following: Any employee serving a probationary period by virtue of a promotion shall be entitled to take a vacation in accordance with the provisions of this section. All other probationary employees may, at the sole discretion of the Sheriff, be granted an opportunity to use vacation leave for emergency purposes. The decision of the Sheriff shall be final and binding and shall not be subject to the grievance procedure.

Section 5: Holidays with Vacations

In the event that a holiday falls within an employee's vacation period, such day will not be counted as a day of vacation.

ARTICLE 10 TEMPORARY LEAVES OF ABSENCE

Section 1: Bereavement Leave

A leave with pay of not more than five (5) consecutive works days per occurrence shall be granted in the even of a death in an employee's immediate family. For purposes of this section "immediate family" shall mean only the following: spouse, child, step-child, parent (including step or foster parent), mother-in-law and father-in-law.

A leave with pay of not more than three (3) consecutive work days per occurrence shall be granted in the event of an employee's brother, sister, grandfather, grandmother, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandchild.

Employees shall be granted two (2) work days with pay for bereavement which is not covered by this paragraph 1 and 2 of this section, and these days shall be charged to their personal sick leave.

Employees may be granted additional days of bereavement leave in excess of the days granted in paragraphs 1, 2 and 3 of this section or may be granted bereavement leave for individuals not listed in this paragraph 1 and 2 of this section. Additional bereavement leave under this paragraph shall be charged to vacation leave, sick leave, compensatory time or shall be granted on an unpaid basis.

Funeral leave must be approved by the Sheriff or his designated representative and must include the date of the funeral. Employees who are granted funeral leave are required to attend the funeral, unless excused by the Sheriff.

Section 2: Jury Duty and Court Appearances

Any employee who is subpoenaed for jury duty during working hours by any person or party, or who is subpoenaed by any person or party to appear in any Court or Administrative proceedings to which he/she is not a party shall be provided leave with pay for such duty or appearance. However, employees who are subpoenaed to appear in their capacity as employees of the County shall be provided leave with pay for their appearance, regardless of whether or not they are named parties.

Any fees received by an employee for such jury duty or appearance as a witness shall be turned over to the Employer.

Section 3: Military Leave

Military leave will be granted to employees as provided by state and federal law. Employees shall comply with all notice requirements contained in state or federal law in order to be entitled to leave.

ARTICLE 11 EXTENDED LEAVE OF ABSENCE

Section 1: Duration

In the discretion of the Employer, an employee may be granted an extended leave of absence without pay not to exceed the probationary period set out herein in Article 15.

Section 2: Application

Application for such a leave of absence must be made in writing to the Employer not less than thirty (30) days, whenever possible before the beginning date of the leave, setting forth in writing the length of leave desired and the reasons therefore. The thirty-day time period may be waived by the Board, in its discretion, due to an emergency as determined by the Board.

Section 3: Benefits during Leave

No vacation time, sick leave, seniority, or other benefits contained in this Agreement shall accrue during the time an employee is on a leave of absence without pay.

Section 4: Return Rights

Employees returning from an extended leave of absence shall return to the job classification in which they worked prior to commencing the leave. Failure to return from an extended leave of absence may be considered by the Employer to be a voluntary resignation.

Section 5: Military Leave

Military leave for an extended period of time will be granted to employees to the extent and in the manner provided by state and federal law. Employees shall comply with all notice requirements contained in state or federal law in order to be entitled to leave. The County will comply with all applicable provisions of state or federal law, including, but not limited to, provisions concerning benefits and return rights.

ARTICLE 12 FAMILY AND MEDICAL LEAVE

Section 1: General Provisions

In accordance with the Family and Medical Leave Act, the County will grant unpaid family and medical leave to eligible male and female employees for up to twelve (12) weeks per twelve (12) month period for any or more of the following reasons:

- A. The birth of a child and in order to care for such child or the placement of a child with the employee for adoption or foster care; or
- B. In order to care for an immediate family member (spouse, child or parent) of the employee if such immediate family member has a serious health condition; or
- C. The employee's own serious health condition that makes the employee unable to perform the functions of his/her position.
- D. Injured Service Member Leave: An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the servicemember. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty. This military caregiver leave is available during "a single 12-month period" during which an eligible employee is entitled to a combined total of 26 weeks for all types of

FMLA qualifying reasons. The other types of FMLA leave also remain subject to the 12-week limit per rolling year. When care for a covered servicemember is involved, spouses employed by the same employer are jointly entitled to a combined total of 26 weeks of leave during a single 12-month period for the birth and care of a newborn child, placement of a child for adoption or foster care, to care for parent who has a serious health condition, and to care for the covered servicemember.

- E. Active Duty Family Leave (Exigency Leave): Eligible employees are entitled to up to 12 weeks of leave because of “any qualifying exigency” arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty or has been notified of an impending call to active duty status in the National Guard or Reserves in support of a contingency operation. (Exigency leave only applies to service in the National Guard and Reserves, and does not apply to active duty or call to active duty status in the Regular Armed Forces.) This leave is subject to the same aggregate 12 weeks of FMLA leave per rolling year as the “traditional” forms of FMLA leave.

Section 2: Eligibility

To be eligible for family/medical leave, an employee must have at least one year of service and have worked at least 1,250 hours over the previous twelve (12) month period. Employees applying for and granted a family leave of absence are required to meet notification and documentation requirements as outlined further in this policy. Failure to meet these requirements may result in the denial or revocation of a family leave.

Section 3: Definitions:

- A. “Twelve Month Period” - will be the twelve (12) month period measured forward from this day of leave.
- B. “Spouse” - does not include unmarried domestic partners. If both spouses work for the County, their total leave in any twelve month period may be limited to an aggregate of twelve weeks if the leave is taken for either the birth or placement for adoption or foster care of a child or for a sick parent.
- C. “Child” - means a child of either under 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee’s “child” is one for whom the employee has day-to-day responsibility for care and includes a biological, adopted, foster or step-child.
- D. “Serious Health Condition” - means an illness, injury, impairment or physical or mental condition that involves one or more of the following:
 - 1. Hospital Care

Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with such inpatient care. Incapacity is defined to mean inability to work, attend school or perform other regular daily activities due to the serious condition, treatment therefore, or recovery therefrom.

2. Absence Plus Treatment

A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:

- (a) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
- (b) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
- (c) Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

3. Pregnancy

Any period of incapacity due to pregnancy, or for prenatal care.

4. Chronic Conditions Requiring Treatments

Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

- (a) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
- (b) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
- (c) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

5. Permanent/Long-term Conditions Requiring Supervision

A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

Section 4: Coordination with Paid Leave

Employees shall use all paid leave to which they are entitled prior to the commencement of unpaid FMLA leave. Days of paid leave shall be treated as FMLA leave and shall be counted as FMLA leave days in the calculation in the number of days of leave for which the employee is eligible.

Section 5: Intermittent or Reduced Leave

An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule when medically necessary to care for an immediate family member with a serious health condition or because of a serious health condition of the employee. "Medically necessary" means that there must be a medical need for the leave and the leave may be required to transfer through an intermittent or reduced leave schedule. The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave. The employee must make a reasonable effort to schedule treatments so as not to unduly disrupt the County's operations. If an employee requests reduced or intermittent leave, once the intermittent or reduced leave has been completed, the employee must be transferred back to the same position that the employee held prior to taking the FMLA leave or to an equivalent position. An employee may take leave intermittently or on a reduced leave schedule for birth or placement for adoption or foster care of a child only within the Sheriff's consent.

Section 6: Notice Requirement:

An employee is required to give thirty (30) days notice in the event of a foreseeable leave. A "Request for Family/Medical Leave" form should be completed by the employee and returned to the Sheriff. In unexpected or unforeseeable situations, an employee should provide as much notice as possible.

An employee giving notice of the need for unpaid FMLA leave must explain the reasons for the needed leave so as to allow the employer to determine that the leave qualifies under the FMLA. Failure to provide notice as required in this paragraph may result in delay of leave.

Employees must also follow the County's usual and customary notice and procedural requirements for requesting leave and reporting absences from work. Failure to follow the employer's policies and procedures for requesting leave and reporting absences may result in delay or denial of leave and/or disciplinary action.

Section 7: Medical Certification

The employee must request a FMLA leave, and the County requires that the request be supported by a certificate of a doctor or practitioner at the time the request is made or no later than fifteen (15) calendar days after the request is made. A "Physician Certification Form" is available from the Sheriff. The Sheriff may also require a second or third opinion at County expense. Periodic reports on the employee's status, intent to return to work, and a fitness-for-duty report to return to work will be required.

Section 8: Effect on Benefits

Taking FMLA leave will not result in the loss of any employee benefits accrued prior to the date on which the leave began. Vacation, seniority and other accrued benefits will not accrue during a FMLA leave.

Section 9: Continuation of Health Insurance

An employee on family/medical leave may remain a participant in the County's health insurance plant throughout the duration of the leave, as if actively employed. She/he will be required to pay the same cost of coverage as if actively at work. Employee contributions will be required either through payroll deduction or by direct payment to the County. The employee will be informed of the amount and method of payment at the beginning of the leave. Loss of insurance coverage may result if the premium amount is paid more than thirty (30) days late. If the employee misses a premium payment and the County pays the employee's contribution, the employee will be required to reimburse the County for the delinquent payment upon return from leave.

Section 10: Return to Work

An employee returning from leave taken under this provision is entitled to return to the position held when the leave began, if that position is vacant. If the position is not vacant, the employee must be returned to an equivalent position with equivalent benefits, pay and other conditions.

ARTICLE 13 WAGES AND SUPPLEMENTAL PAY

Section 1: Coverage

The pay rate for all employees covered by this Agreement shall be as set forth in Section 3 of this Article. Employees shall be paid only for hours actually worked unless otherwise provided herein.

Section 2: Placement

Employees who are employed by the Sheriff on the effective date of this Agreement shall be placed on the salary schedule in accordance with their job classification.

Employees hired after the effective date of this Agreement shall be placed on the salary schedule in accordance with their job rate specified in Section 3. However, in the discretion of the Sheriff, newly hired employees may be paid at a rate for their job classification which is based upon their years of experience performing comparable work.

Section 3: Pay Classification

Effective on the date of the execution of this Agreement by all necessary parties, all employees shall be placed in and paid in accordance with one of the following job classifications:

Deputy Sheriff (July 1, 2009)	
<u>Classification</u>	<u>Hourly wage rate</u>
Uncertified/Training	\$15.36
Certified/with Training	\$15.60
After 6 months service	\$16.24
After 12 months service	\$17.31
After 24 months service	\$18.35
After 36 months service	\$18.87
After 48 months service	\$19.91

Sergeants and Lieutenants (July 1, 2009)

<u>Classification</u>	<u>Hourly wage rate</u>
Sergeant	\$20.11
After 6 months service	\$20.21

Deputy Sheriff (July 1, 2010)

<u>Classification</u>	<u>Hourly Wage Rate</u>
Uncertified/Training	\$15.74
Certified/With Training	\$15.99
After 6 months service	\$16.65
After 12 months service	\$17.74
After 24 months service	\$18.81
After 36 months service	\$19.34
After 48 months service Jails	\$20.41

Sergeants and Lieutenants (July 1, 2010)

<u>Classification</u>	<u>Hourly Wage Rate</u>
Sergeants	\$20.61
Lieutenants	\$20.71

Deputy Sheriff (July 1, 2011)

<u>Classification</u>	<u>Hourly Wage Rate</u>
Uncertified/Training	\$16.21
Certified/With Training	\$16.47
After 6 months service	\$17.15
After 12 months service	\$18.27
After 24 months service	\$19.37
After 36 months service	\$19.92
After 48 months service Jails	\$21.02

Sergeants and Lieutenants (July 1, 2011)

<u>Classification</u>	<u>Hourly Wage Rate</u>
Sergeants	\$21.22
Lieutenants	\$21.32

Section 4: House Arrest Pay

Employees who are assigned house arrest duties shall receive an additional three percent (3%) of their regular hourly wage for each hour during which they perform house arrest duties.

Section 5: Dog-Handling Pay

Employees who are assigned dog-handling duties be credited with two (2) hours per week for these duties and shall receive an additional five percent (5%) of their regular hourly wage for these two (2) hours of dog-handling duty. The normal schedule for an officer with dog-handling duties shall be thirty-eight (38) hours of work per week.

Section 6: Court Appearance Pay

Employees who, as part of their official duties, report to court outside of their regularly scheduled hours of work shall be paid for a minimum of two (2) hours of work at time and one-half.

Section 7: Longevity Pay

In addition to their regular compensation, employees shall be eligible to receive longevity pay as follows: ten cents per hour after (5) years of completed service, twenty cents per hours after ten (10) years of completed service, thirty cents per hour after fifteen (15) years of completed service, forty cents per hour after twenty (20) years of completed service, and fifty cents per hour after twenty five (25) years of completed service.

Effective July 1, 2010, in addition to their regular compensation, employees shall be eligible to receive longevity pay as follows: fifteen cents per hour after (5) years of completed service, thirty cents per hours after ten (10) years of completed service, forty-five cents per hour after fifteen (15) years of completed service, sixty cents per hour after twenty (20) years of completed service, and seventy-five cents per hour after twenty five (25) years of completed service.

Section 8: Stand-by Pay

Employees who are assigned to be on stand-by shall be paid one-half of their regular hourly rate of pay for each hour of stand-by duty.

ARTICLE 14 INSURANCE

Section 1: Health and Dental Insurance

The Employer agrees to pay one hundred percent (100%) of the premium for group health insurance, including dental insurance, for individual employees with benefits equivalent to those in effect on the date of the execution of this Agreement. The Employer shall have the discretion to select the carrier and to determine the benefit level, provided the benefits determined are mutually agreed by the Employer and the Union to be comparable to the benefits in effect on June 30, 2007.

Section 2: Life Insurance

The Employer agrees to pay one hundred percent (100%) of the premium for a group term life insurance program which provides a death benefit of \$10,000.00.

Section 3: Long-Term Disability Insurance

The Employer agrees to pay one hundred percent (100%) of the premium for a group long-term disability insurance program which provides employees with benefits at sixty percent (60%) of covered wages up to a maximum of \$3,600 per month and which includes a ninety (90) calendar day waiting period.

ARTICLE 15 PROBATIONARY AND TRIAL PERIODS

Section 1: New Hire

All newly-hired employees shall serve a probationary period of six (6) months. Probationary periods may be extended by the Sheriff, after consultation with the Union. If an employee's probationary period is extended, the Sheriff will place a written explanation of the reasons for the extension in the employees personnel file.

Section 2: Transfers

Transferred employees shall serve a three (3) month trial period from the date of transfer. The purpose of the trial period is to determine the employee's ability and desire to perform the work. If the Sheriff is not satisfied with the employee's performance during the trial period or if the employees desires to return to his former position, such employee shall be reinstated to this former position without loss of seniority and at a salary not lower than that received by him/her in such former position at the time of transfer, provided a vacant position is available to which the employee can be transferred. If a vacant position is not available to which the employee can be transferred, the employee shall have the right to be recalled to any vacant position which occurs in his/her former position during the three month period following his/her removal from the transferred position.

ARTICLE 16 SENIORITY

Section 1: Definition of Seniority

Seniority is defined as an employee's length of continuous service with the Sheriff from the employee's most recent date of hire.

Section 2: Seniority Records

The seniority records for employees shall be maintained by the Sheriff, shall be updated annually, and shall be provided to the Union upon request. Any protest as to the correctness of the list must be made in writing to the Sheriff.

Section 3: Termination of Seniority

Seniority and the employment relationship shall be broken and terminated if an employee quits for any reason, is discharged, is absent from work for three consecutive working days without notification to and authorization from the Sheriff, is laid off, fails to report for work at the termination of leave of absence, accepts other employment without Employer permission while on leave of absence for personal or health reasons or is retired.

Section 4: Non-Bargaining Unit Employees

Where an employee holds a non-bargaining unit position, he/she shall maintain bargaining unit seniority for a period of three (3) months after initial appointment. Thereafter, his/her seniority rights in the bargaining unit shall be terminated, except that he/she will not lose sick leave, vacations, and seniority, longevity or wage rates.

ARTICLE 17 LAYOFF PROCEDURES

Section 1: Notice of Layoff

The Employer will give fourteen (14) calendar days advance notice prior to the time of layoff.

Section 2: Layoff Procedure

When the working force is to be reduced, the employee with the least seniority in the job classification affected shall be the first removed. The employee removed can then replace the junior employee in the bargaining unit, if he/she has the qualifications, ability to perform, and physical fitness to perform the work.

Section 3: Recall Procedures

If employees are recalled, they shall be recalled in inverse order of layoff. It shall be the employee's responsibility to provide the Employer with his/her current address. If an employee fails to report for duty within fourteen (14) calendar days of the date on which notice of recall is postmarked, his/her recall rights shall terminate. Laid-off employees shall retain their recall rights for twelve (12) months after their last day of work prior to layoff.

ARTICLE 18 TRANSFER PROCEDURE

Section 1: Definition of Transfer

A transfer" shall be defined to mean a voluntary movement from one bargaining unit position to another bargaining unit position within the Sheriff's Department.

Section 2: Transfer Procedure

If the Sheriff decides to fill a vacancy, the Sheriff may advertise for applicants from outside the bargaining unit, may post the vacancy and seek applicants from within the bargaining unit or may do both. If the Sheriff advertises and fills the vacancy from outside the bargaining unit, then this procedure shall not apply. If the Sheriff seeks applicants both from within and from outside the bargaining unit, then the Sheriff may select any applicant.

Transfers made from within the bargaining unit shall be made on the basis of ability to perform the work and qualifications.

If the Sheriff decides to fill a vacancy from within the bargaining unit, the vacancy shall first be posted for five (5) working days, and employees who wish to apply for a transfer shall make written application for transfer within said five-day period.

ARTICLE 19 EVALUATION PROCEDURES

Section 1: Required Evaluations

Employees shall be evaluated by the Sheriff at such frequency as the Sheriff may determine, but not less than annually. Evaluations concerning an employee's probationary period of employment shall not be subject to the grievance procedure. After the probationary period of employment, evaluations which result in a rating of "unsatisfactory" overall shall be subject to the grievance procedure. The evaluation will be sustained unless the employee establishes that it is arbitrary, capricious or without basis or fact.

Section 2: Evaluation Conference

A conference regarding the evaluation shall be held between the employee and the Sheriff following the completion of the written evaluation. A copy signed by both parties shall be given

Section 3: Employee Response

All evaluation reports will be placed in the employee's official personnel file, and the employee will be furnished with a copy of all reports. The employee has the right to respond in writing to his performance evaluation, and such response shall become part of the evaluation report.

ARTICLE 20 GRIEVANCE PROCEDURE

Section 1: Definitions

A "grievance" is a claim that there has been a violation of a provision of this Agreement.

A "grievant" is the employee, group of employees, or the Union filing the grievance.

"Days" shall mean calendar days.

Section 2: General Provisions

The number of days indicated at each step shall be considered a maximum. The time limits specified may, however, be extended by mutual written agreement.

The failure of a grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and the Employer's failure to give a decision within the time limits shall permit the grievant to proceed to the next step.

Grievants may be represented at any step of the procedure by themselves and/or, at their opinion, by a representative of the Union.

Section 3: First Step (Sheriff)

Within ten (10) days of the act which gives rise to a grievance, the grievant shall complete, deliver, and file the written Grievance Report Form, set forth in Appendix "B" attached, to the Sheriff. If either party requests a hearing within seven (7) days after the grievance is filed, such hearing shall be held within fourteen (14) days after the grievance is filed.

The Sheriff shall make a decision on the grievance, enter such decision on the Grievance Report Form, and communicate such decision in writing to the grievant. Such action

shall be taken within ten (10) days after the grievance is filed if neither party requests a hearing or within seven (7) days following the hearing.

Section 4: Second Step (Board of Commissioners)

In the event the grievance has not been satisfactorily resolved at the First Step, the grievant shall file a copy of the grievance with the Board of Commissioners within ten (10) days of the decision of the Sheriff. If either party requests a hearing within seven (7) days after the grievance filed, such hearing shall be heard within fourteen (14) days after the grievance is filed.

The Board shall make a decision on the grievance, enter such decision on the Grievance Report Form, and communicate such decision in writing to the grievant. Such action shall be taken within ten (10) days after the grievance is filed if neither party requests a hearing or within seven (7) days following the hearing.

Section 5: Third Step (Arbitration)

If the grievance is not settled at Step Two, it may be appealed to arbitration by the Union by written notice of a request for arbitration submitted to the Dakota County Sheriff within seven (7) calendar days after the receipt of the Employer's Step Two answer. Said written notice shall be signed by a representative of the Union, shall state the facts and specific section of this Agreement which are to be considered by the arbitrator, and the remedy or relief sought. When a timely request has been made for arbitration, the parties shall compile a list of five (5) arbitrators drawn by lot from the permanent panel of arbitrators maintained by the parties. The parties shall determine by lot which party shall be required to strike the first name from the list. The parties shall strike four names from the list with the first name stricken by the first party required to do so and the remaining names stricken by the parties in alternation. The person whose name remains shall be the arbitrator.

The arbitrator so selected shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award. The arbitration hearing shall be scheduled not later than sixty (60) days following the date on which the request for arbitration was submitted to the Sheriff. The arbitrator shall be without power or authority to make any decision other than one which interprets the meaning of this contract. The decision of the arbitrator shall be final and binding on the parties.

If more than one grievance is pending arbitration, each grievance must be presented to a separate arbitrator unless the parties mutually agree otherwise.

Section 6: Expenses of Arbitration

The Employer and the union will Share equally any joint costs of the arbitration procedure, such as the fees and expenses of the arbitrator and the costs of the hearing room and transcript. Any other expenses shall by the party incurring them.

ARTICLE 21 SAFETY COMMITTEE

Section 1: Members of the Committee

In the interest of safety, a safety committee consisting of the Sheriff or a designated representative of the Sheriff and one member of the bargaining unit shall be created. The bargaining unit committee member shall be selected by the Union,

Section 2: Meetings

At any time that a safety issue is brought up, the safety committee shall meet to discuss the issue and make recommendations for improvements in the general health and safety of employees. The County hereby agrees that it will endeavor to provide efficient and safe equipment 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 County and the Union.

Section 3: Complaints

Complaints by employees may be filed in writing with the Committee. The Committee will make a recommendation to the Sheriff who shall take such remedial action, if any, as he deems appropriate.

Section 4: Responsibility of the Sheriff

The final responsibility for determination of all safety issues lies with the Sheriff or the Sheriff's designee.

ARTICLE 22 SUBCONTRACTING

It shall be the general policy of the Employer to utilize its employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of efficiency, economy, improved work product, or emergency.

Except in cases of emergency, before the Employer changes its policy involving the overall subcontracting of work where such policy change amounts to a significant deviation from past practice which will result in the loss of work of any bargaining unit employees, the Employer shall consult with the Union and shall confer about the

desirability of subcontracting such work. It is understood that the Employer retains the right to subcontract work.

ARTICLE 23 NON-DISCRIMINATION

Section 1: Prohibition Against Discrimination

The parties hereby agree not to discriminate against any individual because of age, race, religion, creed, color, sex, national origin, disability or union or non-union membership.

Section 2: Rights of Employees

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

ARTICLE 24 BULLETIN BOARD

Section 1: Bulletin Board

The county will provide one bulletin board at the jail for the exclusive use of the Union for the posting of Union meetings and elections, reports of Union committees, and other notices or announcements that would be of benefit or interest to the employees.

Section 2 Posted Materials

Posted material shall not contain anything political or reflect adversely upon the County or any of its employees.

ARTICLE 25 STRIKES AND LOCKOUTS

Section 1: Lockouts

The Employer agrees that, during the term of this Agreement, it will not engage in any lockout of its employees.

Section 2: Employee Actions

No employee shall engage in any strike, sit-down, sit-in, slowdown, sickout, cessation or stoppage or interruption of work, boycott, or picketing, with the exception of informational picketing, of any place where the activities of the Employer are or may be carried out.

Section 3: Union Actions

The Union, its officers, agents, representatives, and members, shall not, in any way, directly or indirectly, authorize, assist, encourage, participate in, or sanction any strike, sit-down, sit-in, slow-down, sick-out, cessation or stoppage or interruption of work, boycott, or picketing, with the exception of informational picketing, of any place where the activities of the Employer are or may be carried out, or ratify, condone, or lend support to any such conduct or action.

Section 4: Remedies

In addition to all legal remedies provided for a violation of a section of this Article, the Employer shall have the right to discipline or discharge any employee who violates any section of this Article.

ARTICLE 26 MISCELLANEOUS PROVISIONS

Section 1: Construction of Terms

Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, and the reference to any party includes its agents, officials and representatives.

Section 2: Savings Clause

In the event any provision of this Agreement is held invalid by any court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement,

ARTICLE 27 DURATION AND SIGNATURE

Section 1: Duration

This Agreement shall be effective from July 1, 2009 through June 30, 2012.

Section 2: Procedure for Regeneration or Modification

Any party seeking a continuation or modification of this Agreement following its expiration shall cause a written notice to be served by ordinary mail on the other party postmarked on or before March 15, 2012. If any party seeks continuation or modification of this Agreement, then bargaining shall begin no later than April 1, 2012, and either party may offer any modifications of the Agreement that they deem appropriate.

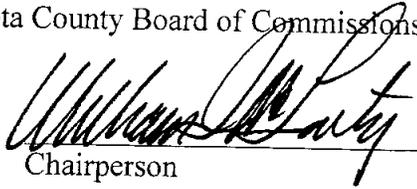
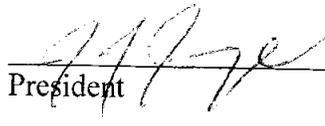
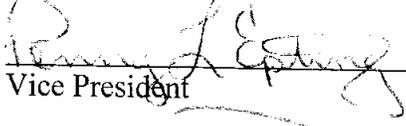
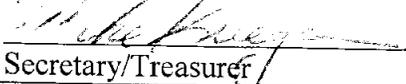
It is also agreed by the County of Dakota and the Union that, at any time during the lifetime of this Agreement, either party upon written notice may express their desire to

modify portions of this Agreement. It is further understood that negotiations may be reopened only by mutual agreement.

If, during the life of this Agreement, the County of Dakota agrees to modifications of its contract with the American Federation of State, County and Municipal Employees or FOP Lodge #49 Department of Corrections, other than wage modifications, then the County agrees to make identical modifications to this Agreement.

Section 3: Signature Clause

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

For the Employer	For the Union
Dakota County Board of Commissions	Fraternal Order of Police, Dakota County Lodge #49
By: <u></u> Chairperson	By: <u></u> President
Date: <u>10-20-2009</u>	By: <u></u> Vice President
	By: <u></u> Secretary/Treasurer

APPENDIX "B" GRIEVANCE REPORT FORM

Dakota County Board of Commissioners Sheriff's Department

Name of Grievant

Grievance #

Date Filed: _____

First Step

A. Date Alleged Violation Occurred: _____

B. Section(s) of Contract Alleged to Have Been Violated: _____

C. Statement of Grievance: _____

D. Relief Sought: _____

Signature of Grievant

Date

Disposition of Grievance: _____

Signature of Sheriff or Representative Date

Union: Accept _____ Reject _____

Signature of Union Representative Date

Second Step

Date of Appeal to Board of Commissioner: _____

Signature of Grievant Date

DISPOSITION OF GRIEVANCE

Signature of Chairperson of Board of Commissioners Date

Union: Accept _____ Reject _____

Signature of Union Representative Date

Third Step

A. Date of Appeal to Arbitration: _____

B. Section(s) of Contract to be Considered by Arbitrator: _____

C. Relief Sought: _____

Signature of Union Representative Date

LETTER OF AGREEMENT

Mr. Tony Bos
President
Fraternal Order of Police, Lodge #49
Dakota County Sheriff's Department
Dakota County Courthouse
Dakota City, NE 68731

Re: Uniform Policy

Dear Tony:

Please consider this to be a letter of agreement with regard to the uniform policy of the County of Dakota County, Nebraska.

The County agrees: (1) to maintain the current policy regarding the initial provision uniforms (two (2) pairs of pants, two (2) short-sleeve shirts, and two (2) long-sleeve shirts, and (2) to maintain the current policy regarding the replacement of uniform items whenever the item is worn out or is damaged in the line of duty.

This letter of agreement is not precedent setting with regard to any matter which it addresses and will terminate on June 30, 2012, unless it is extended by written, mutual agreement between the County and the Union. Please contact me if you have any questions concerning this letter.

James C. Hanks
Attorney for Dakota County, Nebraska