

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

**(Correctional Officers)**

**July 1, 2021, to June 30, 2024**

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## ARTICLE 1: DEFINITIONS AND REGULATIONS

### Section 1: Definitions

#### A. Regular Full-Time Employee

“Regular full-time employee” shall mean an employee who is scheduled to work forty (40) hours or more per week year round.

#### B. Regular Part-Time Employee

“Regular part-time employee” 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

“Temporary employee” 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

“Supervisor” 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 to 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. Correctional Facility / Jail

“Correctional Facility” or “Jail” shall mean the Dakota County Nebraska Correctional Facility and/or the Dakota County Jail.

#### F. Sheriff

“Sheriff” or “Jail Administrator” shall mean the Sheriff of Dakota County.

#### G. County / Employer

“County” or “Employer” shall mean Dakota County, Nebraska.

H. Union

“Union” shall mean the Fraternal Order of Police, Dakota County Lodge #49.

Section 2: Union Recognition

The County recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining for all employees of the Correctional Facility, excluding the Sheriff or his designee, Nurse, Janitor, Administrative Secretary, Receptionist, 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 number, 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 Correctional Facility 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 the Employer and the Union's receipt of the form marked Appendix "A."

### **Section 3: Remitting of Dues**

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

### **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.

### **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 Employer's possession, 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 employee's pay 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 of the Employer's powers, duties, and rights 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 the Employer's operations;
- 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 and 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 layoff 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 twelve (12) hour shifts. The regular work period for full-time employees shall be forty (40) hours per week (8-hour shift) or eighty-four (84) hours in a 14-day work period (12-hour shift). 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 Correctional Facility. Employees shall be given notice, both verbally 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.

Each January, April, July, and October, employees may submit requests to the Sheriff for a specific shift of hours of work. Such requests will be granted on the basis of seniority and will take effect the first day of the first pay period in the appropriate month. Nebraska Jail Standards requires that female Correctional Officers be on duty whenever female inmates are housed. To remain in compliance with this requirement shift, requests will be filed and granted by gender. All requests for shift assignments are subject to the operational needs of the Correctional Facility.

### **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 by 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 (1½) the employee's straight time hourly rate for hours worked in excess of forty-three (43) hours in a seven-day work

period or 86 hours in a 14-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 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 and must be authorized by the Sheriff 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 5 days 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 5 days 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 facility.

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

## **ARTICLE 6: WORK BREAKS AND MEAL PERIODS**

### **Section 1: Work Breaks**

Employees shall be granted a fifteen (15) minute rest period with pay during the approximate middle of each one-half ( $\frac{1}{2}$ ) 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 ( $\frac{1}{2}$ ) 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 observed 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)  
1/2 day/shift on Christmas Eve (December 24)  
Christmas Day (December 25)  
Four (4) Personal Days  
One (1) Personal Day during employee's birthday month

Employees whose shift begins on a holiday shall receive holiday pay.

### 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 (1/2) hour.

Effective with the first day of each contract year, each employee shall receive four (4) personal holidays.

### 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: (1) an illness which satisfies the conditions contained in Article 8, Section 3; (2) a funeral leave granted in accordance with Article 10, Section 1; (3) a

leave for jury duty or court appearance granted in accordance with Article 10, Section 2; or (4) a vacation. No employee who has been laid off, 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 for any one holiday.

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 (1) hour 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 sixty (60) working days.

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 in this Article. Sick leave will not be allowed if an employee is injured while gainfully employed by a different Employer.

Three (3) sick days per year may be used for care of the employee's children, spouse, or parents.

### **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. However, if an employee notifies his or her supervisor and the supervisor approves the use of sick leave for a doctor or dental appointment on a working day immediately preceding or following a holiday, sick leave may be used 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, no later than one hour prior to the starting time of the employee's work day.



Section 6: Leaves for On-the-Job Injuries

The Employer will grant an employee a leave of absence for absence required as a result of on-the-job injury covered by Worker's Compensation Insurance. During such leave, the employee's sick time can be used for days that the employee is unable to work due to a work-related injury. However, when the length of days that the employee is unable to work results in Worker's Compensation pay, no prorated sick pay can be used.

## 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 service pursuant to the following schedules for employees working a regular 8-hour shift:

- A. An employee in the continuous active service of the Employer for one (1) year or more as of the anniversary of his/her most recent date of hire shall be given five (5) days (40 hours) vacation with pay at his/her regular hourly rate.
- B. An employee in the continuous active service of the Employer for two (2) years or more as of the anniversary of his/her most recent date of hire shall be given ten (10) days (80 hours) vacation with pay at his/her regular hourly rate.
- C. An employee in the continuous active service of the Employer for six (6) years or more as of the anniversary of his/her most recent date of hire shall be given eleven (11) days (88 hours) vacation with pay at his/her regular hourly rate.
- D. An employee in the continuous active service of the Employer for seven (7) years or more as of the anniversary of his/her most recent date of hire shall be given twelve (12) days (96 hours) vacation with pay at his/her regular hourly rate.
- E. An employee in the continuous active service of the Employer for eight (8) years or more as of the anniversary of his/her most recent date of hire shall be given thirteen (13) days (104 hours) vacation with pay at his/her regular hourly rate.
- F. An employee in the continuous active service of the Employer for nine (9) years or more as of the anniversary of his/her most recent date of hire shall be given fourteen (14) days (112 hours) vacation with pay at his/her regular hourly rate.
- G. An employee in the continuous active service of the Employer for ten (10) years or more as of the anniversary of his/her most recent date of hire shall be given fifteen (15) days (120 hours) vacation with pay at his/her regular hourly rate.
- H. An employee in the continuous active service of the Employer for eleven (11) years or more as of the anniversary of his/her most recent date of hire shall be given sixteen (16) days (128 hours) vacation with pay at his/her regular hourly rate.
- I. An employee in the continuous active service of the Employer for twelve (12) years or more as of the anniversary of his/her most recent date of hire shall be given seventeen (17) days (136 hours) vacation with pay at his/her regular hourly rate.

- J. An employee in the continuous active service of the Employer for thirteen (13) years or more as of the anniversary of his/her most recent date of hire shall be given eighteen (18) days (144 hours) vacation with pay at his/her regular hourly rate.
- K. An employee in the continuous active service of the Employer for fourteen (14) years or more as of the anniversary of his/her most recent date of hire shall be given nineteen (19) days (152 hours) vacation with pay at his/her regular hourly rate.
- L. An employee in the continuous active service of the Employer for fifteen (15) years or more as of the anniversary of his/her most recent date of hire shall be given twenty (20) days (160 hours) vacation with pay at his/her regular hourly rate.

Subject to and in accordance with the provisions of this Article, paid vacations shall be granted to employees after continuous service pursuant to the following schedules for employees working a regular 12-hour shift:

- A. An employee in the continuous active service of the Employer for one (1) year or more as of the anniversary of his/her most recent date of hire shall be given four (4) days (48 hours) vacation with pay at his/her regular hourly rate.
- B. An employee in the continuous active service of the Employer for two (2) years or more as of the anniversary of his/her most recent date of hire shall be given eight (8) days (96 hours) vacation with pay at his/her regular hourly rate.
- C. An employee in the continuous active service of the Employer for six (6) years or more as of the anniversary of his/her most recent date of hire shall be given 106 hours vacation with pay at his/her regular hourly rate.
- D. An employee in the continuous active service of the Employer for seven (7) years or more as of the anniversary of his/her most recent date of hire shall be given 116 hours vacation with pay at his/her regular hourly rate.
- E. An employee in the continuous active service of the Employer for eight (8) years or more as of the anniversary of his/her most recent date of hire shall be given 126 hours vacation with pay at his/her regular hourly rate.
- F. An employee in the continuous active service of the Employer for nine (9) years or more as of the anniversary of his/her most recent date of hire shall be given 136 hours vacation with pay at his/her regular hourly rate.
- G. An employee in the continuous active service of the Employer for ten (10) years or more as of the anniversary of his/her most recent date of hire shall be given 12 days (144 hours) vacation with pay at his/her regular hourly rate.

- H. An employee in the continuous active service of the Employer for eleven (11) years or more as of the anniversary of his/her most recent date of hire shall be given 154 hours vacation with pay at his/her regular hourly rate.
- I. An employee in the continuous active service of the Employer for twelve (12) years or more as of the anniversary of his/her most recent date of hire shall be given 164 hours vacation with pay at his/her regular hourly rate.
- J. An employee in the continuous active service of the Employer for thirteen (13) years or more as of the anniversary of his/her most recent date of hire shall be given 174 hours vacation with pay at his/her regular hourly rate.
- K. An employee in the continuous active service of the Employer for fourteen (14) years or more as of the anniversary of his/her most recent date of hire shall be given 184 hours vacation with pay at his/her regular hourly rate.
- L. An employee in the continuous active service of the Employer for fifteen (15) years or more as of the anniversary of his/her most recent date of hire shall be given 16 days (192 hours) vacation with pay at his/her regular hourly rate.

For purposes of determining years of continuous active service, the following absences that are in excess of six (6) months shall be deducted: layoff or an extended leave of absence.

Regular part-time employees shall receive vacation leave in a ratio proportionate to their part-time service.

## 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 (8 hour shifts) and forty-eight (48) hours (12 hour shifts) 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 (8 hour shifts) and forty-eight (48) hours (12 hour shifts) of vacation during each vacation year.
- B. An employee may, at his/her discretion, sell back to the County up to a maximum of forty (40) (8 hour shifts) and forty-eight (48) (12 hour shifts) earned, unused vacation hours per year once the employee has used forty (40) hours (8 hour shifts) and forty-eight (48) hours (12 hour shifts) of vacation in that same year.
- C. Vacation must be used in increments of no less than one (1) hour.

D. An employee whose services are terminated, except by discharge, shall receive any vacation earned and not previously taken. Such vacations shall be paid to the employee in his/her last paycheck. At the Sheriff's discretion, an employee shall be paid vacation pay on a pro rata basis from his/her last anniversary date to his/her separation date from the County. However, no employee who was terminated for cause shall receive this pro rated vacation pay nor shall any employee receive it during his/her first year of service.

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 the Facility, seniority shall govern. At the end of said fifteen (15) calendar day period, the Sheriff shall designate on the posted schedule the approved vacation period selections.

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, exceed the maximum number of employees who may be on vacation at any given time, or conflict with the Facility's operation.

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

Section 5: Holidays Within Vacations

When a holiday falls within an employee's vacation period, such day will not be counted as a vacation day.

## **ARTICLE 10: TEMPORARY LEAVES OF ABSENCE**

### **Section 1: Bereavement Leave**

A leave with pay of not more than four (4) consecutive work days per occurrence shall be granted in the event of a death in an employee's immediate family. For purposes of this section, "immediate family" shall mean only the following: spouse, child (including step or foster child), brother, sister, parent (including step or foster parent), mother-in-law, and father-in-law.

A leave with pay of not more than two (2) consecutive work days per occurrence shall be granted in the event of the death of an employee's grandfather, grandmother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild.

Employees shall be granted one (1) work day with pay for bereavement which is not covered by 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 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. The Sheriff must approve any additional bereavement leave.

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 that an employee receives 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 Employer's discretion, an employee may be granted an extended leave of absence without pay not to exceed the introductory period set out 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 before the leave. The Employer may consider an employee's failure to return from an extended leave of absence 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 within one year of birth; or
- B. The placement of a child with the employee for adoption or foster care and to care for the newly placed child within one year of placement; or
- C. 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
- D. The employee's own serious health condition that makes the employee unable to perform the functions of his/her position; or
- E. Injured Service Member Leave: An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member 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 service member. A covered service member 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 service member 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 service member.
- F. 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 there from.
  - 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 there from) 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).