

WORK AGREEMENT

For 2024-2026

Saline County Employee Council For

County Appraiser's Office

County Attorney's Office

County Clerk's Office

28th Judicial District-Community Corrections

County Emergency Management

County Administrative Resource Center

County Health Department

County Livestock & Expo Center

County Noxious Weed Department

County Register of Deeds

County Road & Bridge Department

County Sheriff's Office

County Treasurer's Office

Department of Senior Services

Saline County Board of Commissioners

Chairman — Robert Vidricksen II

Vice-Chairman— Monte Shadwick

Secretary — Rodger Sparks

Commissioner— James L. Weese

Commissioner — Joe Hay, Jr.

1. AGREEMENT

1.1 This Agreement, made and entered into this 29th day of August 2023 by and between the County of Saline, a government entity, hereinafter referred to as the "County" and the Saline County Employee Council, hereinafter referred to as the "Employee Council".

2. TERM OF AGREEMENT

2.1 The 2024-2026 Work Agreement supersedes all other Work Agreements for the aforementioned employees and shall cover the period from January 1, 2024, through December 31, 2026, with the exception of salary negotiations to be negotiated each year within the above-mentioned time frame unless amended by the mutual consent of both parties.

3. INTENT

3.1 Any interpretations or changes of this Agreement, where there are questions arising, shall be made by the Board of County Commissioners of Saline County or their duly appointed representatives.

4. RECOGNITION

4.1 The County hereby recognizes the Employee Council as the representative of all employees of the County for purposes of this agreement.

4.2 The County reserves the right to withdraw recognition of the Employee Council at the discretion of the County.

5. EMPLOYEE DEFINITIONS & REQUIREMENTS

5.1 Employees of the County shall be designated as: a) temporary, b) regular part-time, c) intermittent, d) probationary, e) conditional promotion and f) regular full-time.

a. Temporary employee: one who is not employed long enough to become eligible for participation in the Retirement Plan. If a temporary employee's status is changed to probationary, their probationary period shall begin the date of the change of status.

b. Regular part-time employee: one who has completed their probationary period and works less than forty (40) hours per week on a permanent basis and is eligible for prorated benefits based on the number of hours worked per month.

c. Intermittent employee: one who is employed during certain specific periods of each year or one who works when a permanent employee is absent, limited to 999 hours.

d. Probationary employee: one who is hired to fill a budgeted position. The employee will remain in this status for six (6) months of continuous employment and

may be terminated at the discretion of the supervisor so long as the termination is not discriminatory and is not for the purpose of keeping jobs filled with probationary employees.

e. Conditional promoted employee: one who has been promoted through the "In House Application/Transfer Request" process.

f. Regular full-time employee: one who has completed their probationary period and is eligible for the retirement program, regardless as to hourly or monthly pay rate.

5.2 Each employee eligible for the retirement program will be required to participate and the County will pay its proportionate share of the retirement plan.

5.3 A. All employees are required to take a strength test and drug screening after the job offer is extended. The County shall designate the facility and furnish the form. The County shall pay the full cost of the screens unless the employee fails to complete the probation period in which case the cost of the examination will be billed to them.

B. Sheriff's office employees: All employees will be required to take a post offer strength test. The County will pay for the examination providing the employee completes the probation period. If they do not complete probation, the full cost of the examination will be billed to them.

5.4 A supervisor shall not supervise directly or indirectly a relative, domestic partner or a spouse's relative. For the purpose of the policy, relative means spouse, father, mother, sister, brother, son or daughter, or loco parentis.

6. WAGES

6.1 The instep pay plan with grade 1 and step 1, at the rate of the per negotiated pay plan, as of the date of this agreement, will be in effect. All persons will be placed in their proper grade and step on December 25, 2023. However, the steps will correspond to the length of service if the employee has been in one grade the full length of their employment.

a. All grade classification changes will be started after approval of the Human Resource Director and the County Administrator.

b. New employees, after satisfactorily completing a six-month probationary period, will receive a half-step salary increase. At the end of the year, they will receive the second half-step salary increase on their anniversary date.

c. When an employee receives an annual increase to the next step, it shall be effective at the beginning of the pay period that the anniversary date falls within.

d. Should a Department Head determine that an employee is performing their job below the level of satisfaction, the Department Head shall counsel the employee 90 days prior to the employee's anniversary date outlining the steps to be taken by the employee to reach satisfactory level of performance. If a satisfactory level is not reached on the anniversary date, the planned increase may be withheld for up to three (3) thirty (30) day periods. At the end of the 3rd, 30-day period, the employee must have reached a satisfactory level of performance, or the Department Head will take appropriate action. An employee receiving disciplinary action as specified in Section 25 within ninety days of eligibility for a step increase may also have the increase withheld for up to three thirty-day periods. At the end of the third thirty-day period, the employee must have reached a satisfactory level of performance, or the Department Head will take appropriate action.

e. Employees who are promoted shall be on probation for a 6-month period, except employees of the Sheriff's office who require Kansas Law Enforcement Training Center certification and Corrections Officers, whereas those employees shall be on a one (1) year probationary period. If any county employee's work is unsatisfactory at the end of the probationary period, the employee may be returned to their former position or a similar position in the same pay grade as their former position. If the former or a similar position is not open, the employee's employment will be terminated.

f. If the employee feels that their job description is inadequate, they may request a review by the Department Head. The Department Head will make a recommendation to the Human Resource Director. The Human Resource Director will make a recommendation to the County Administrator.

g. Employees will usually be hired at step 1 of the proper classification. In order to pay an employee at a higher step, the Department Head or Elected Official must submit a request to the County Administrator. The County Administrator may approve starting the employee at up to a step 7 due to experience and qualifications, whereas steps 10 and above shall require the approval of the County Commissioners.

Employees who have worked consecutively part-time and change to full-time status shall be allowed to count their part-time experience toward their longevity in actual months served.

6.2 The County will, every third year, survey local prevailing wage rates of comparable local Governments and Agencies in order to keep the pay plan current. On years one and two, the County will negotiate salary increases at the discretion of the County.

Considerations in determining wage rates:

- a. financial conditions of the County.
- b. other benefits of employees.

- c. cost of living allowance.
- d. relationship between salary ranges and comparable jobs.

6.3 Shift Differentials: \$1 per hour shift differential pay shall be given to all Jail and Patrol employees that start a shift at 5:00 PM or after.

6.4 FTO Pay: Field Training Officers and FMCSA Certified Commercial Driver's License Instructors will receive a differential pay of 5% during the actual hours worked while performing training. The regular rate of pay will occur during times of non-training activities.

6.5 Bilingual Pay: Employees may be eligible to receive bilingual pay as an additional \$.75 per hour, paid to employees who have conversational skills in approved languages. Department Head or Elected Official will decide if the employee's position is qualified for bilingual pay. Input from an immediate supervisor or Human Resources may be required to make this determination. Bilingual pay shall be granted if the employee completes a bilingual pay request form and submits it to their Department Head or Elected Official, the employee is in a qualifying position, and if the employee completes an evaluation with an assigned assessor arranged by Human Resources.

6.6 All active employees of Saline County working an average of 20 hours per week for at least 30 consecutive days, (with the exception of department heads, elected officials, hiring supervisors of the vacant position, HR personnel, and anyone engaged in formal recruiting as per their position with Saline County), are eligible for a referral incentive payment of one-thousand dollars (\$1,000) will paid to the referring employee, in two (2) installments, for their successful referral of a new county employee, provided the criteria outline in policy #30.29 (effective on 10/28/2021) is met.

7. LONGEVITY

7.1 Employees shall receive a step increase with ten (10) years' service, an additional step increase with fifteen (15) years' service and an additional step increase with twenty (20) years' service, to be effective upon the anniversary date of the employee at the beginning of the pay period that the anniversary date falls within.

7.2 Longevity Bonuses shall be granted annually upon the completion of an employee's 5 years of continuous service with the county and shall be paid out at a rate of \$3.50 for every month of employment with Saline County. Payment will be made on the first paycheck of December each year.

7.3 Creditable Service: Creditable service for longevity computation shall mean continuous permanent full-time employment with the County of Saline.

7.4 Non-Creditable Service: Any period that an employee is on any leave of absence without pay over a period of fifteen (15) consecutive workdays in a calendar year will be deducted from the creditable service for longevity pay.

8. RATE ON INITIAL APPOINTMENT. REINSTATEMENT, PROMOTION OR TRANSFER

8.1 When a former employee with a break in service is re-employed in a position in the same classification as their previous position, they shall be paid at Step I of the classification unless a higher step has been approved by the County Administrator based on the person's experience for that position.

8.2 When an employee is promoted to a higher classification, their salary shall be increased to the lowest step in the higher classification that provides an increase of at least 5% over their present salary, unless a higher step has been approved by the County Administrator based on the person's previous experience.

8.3 When an employee transfers to a position that is in the same classification as their most recent position, they shall remain at the same step and receive the same rate of pay. Any exception may be approved by the County Commission upon written justification by the appointing authority.

8.4 When a full-time non-exempt vacancy occurs, the position will be posted for no less than seven (7) working days. A promotion will be granted to any qualified employee within the County Departments before a new hire is permitted if there are at least two (2) qualified in-house applicants. In-house applicants are defined for the purposes of this section as regular full-time non-exempt employees who submit an application. Qualified shall further be defined as meeting the minimum qualifications of the position and satisfactory results of Performance Appraisals. Requirements for the position will be listed in the vacancy notice. Seniority is to have priority when any job opening is available if qualifications are considered equal.

8.5 Applications for promotion or transfer shall be submitted in writing on a form provided by the Human Resource Division. If an applicant is not selected for a position, they shall be notified with an explanation as to why they were not selected.

8.6 When an employee is conditionally promoted, they will remain conditionally promoted pending completion of the time frame allowed for grievances filed by the other applicants. The six-month probation period for the conditionally promoted employee will commence as of the date of the conditional promotion. At the conclusion of the time frame allowed for grievances to be filed, and following final resolution of any grievance filed, the employee selected for the new position shall become officially promoted. If following a timely filed grievance, an applicant is returned to their prior position, said applicant shall return at the same wage, step, and grade classification that was in place prior to the In-House Application Transfer/Promotion.

8.7 In the event an employee transfers or is moved to a lower classification, their salary shall be reduced to the first step that provides a decrease with the exception of sworn officers of the Sheriff's Office. Sheriff's Officers may be reduced to any step in a lower grade at the discretion of the Sheriff based on the person's previous experience and qualifications for that position, as outlined in policy 30.01A #3 Letter E, effective 06/15/2021. However, in no event shall their salary be fixed at an amount greater than they were earning immediately prior to their transfer or demotion.

8.8 All job openings shall have a probation period of six (6) months with evaluations completed at 90 days and 6 months from the effective date of the promotion.

9. PERFORMANCE GRIEVANCE DISCIPLINARY ACTION APPEALS

9.1 The following procedure shall be followed when an employee:

- a) Feels that they have not received a fair and correct overall performance appraisal.
- b) Feels a grievance/dispute has occurred regarding the interpretation and application of the provisions of work agreements and/or Saline County Policies and procedures; or
- c) Appeals any disciplinary action taken by the County excluding termination.

9.2 An Employee Council representative shall be present at all stages of the appeal procedure if the employee so desires. Time shall be allowed to the employee and the employee council representative for the participation in the procedure. This time shall be coordinated through the appropriate supervisor(s).

9.3 For the purpose of this policy, working days shall not include weekends and holidays.

9.4 A. The employee shall discuss the appeal with the immediate supervisor, within five (5) working days of the notification. If the appeal is not resolved within ten (10) working days, the employee may proceed with step B. This step would not be used by employees that report directly to the Department Head or Elected Official; they would use the next step.

B. If the immediate supervisor is not the Department Head, the employee may file their appeal with the Department Head by requesting a meeting in writing. This must be done within five (5) working days from the date of the supervisor's response or the date it was due. The Department Head will meet with the employee and provide a written response to the employee within ten (10) working days. If the appeal is not resolved to the employee's satisfaction, the employee may proceed with step C.

C. The employees may file their appeal with the County Administrator. This step would not be used by employees that report directly to the County Administrator; they would use the next step. This must be done within five (5) working days from the date of the Department Head's response or the date it was due. The appeal shall be submitted in writing and shall include:

- a) A brief and concise statement of the dates and facts surrounding this appeal and any other pertinent information.
- b) The dates the employee conferred with their supervisor and Department Head.
- c) The remedial action requested by the employee.

The County Administrator or their designee will meet with the employee and provide a written response to the employee within ten (10) working days. If the appeal is not resolved to the employee's satisfaction, the employee may proceed with step D.

D. The employee may file their appeal with the County Commission. This must be done within five (5) working days from the date of the County Administrator's response or the date it was due. The appeal shall be submitted in writing and shall include the information listed in step C above. The County Commission will meet with the employee and provide a response to the employee within ten (10) working days. This is the final step.

9.5 The following procedure shall be followed for Termination appeals:

A. Termination appeals shall not be granted to any employee who has not been in service with Saline County for a time less than their initial probationary period upon hire with Saline County.

The appeal shall be submitted in writing by the employee to Human Resources. This must be within five (5) working days following notification of the employee.

B. The Human Resource Director shall notify the Department Head that an appeal has been filed. The Department Head shall provide documentation that termination/disciplinary policies and procedures have been followed. When applicable, documents validating counseling records on file in the employee's personnel file should also be provided to the Human Resource Director.

C. An appeal hearing before the County Administrator would be scheduled. They would review all the information provided by the employee, the Department Head, and the Human Resource Director. Either party may call witnesses as they desire. The County Administrator or their designee will meet with the employee and provide a written response to the employee within ten (10) working days. If the appeal is not resolved to the employee's satisfaction, the employee may proceed with the next step.

This step would not be used by employees that report directly to the County Administrator; they would use the next step.

D. If the employee is not satisfied with the County Administrator decision, they can request a hearing before the County Commissioners. This must be done within five (5) working days of receiving the County Administrator's decision. Either party may call witnesses as they desire. The County Commissioners shall meet with the employee and provide a written response to the employee within ten (10) working days. This is the final step.

10. HOLIDAYS

10.1 Each regular full-time and probationary employee shall be granted one day pay (8 hours) for each of the following holidays except for employees of the Sheriff's office, whereas those employees assigned to 12 hour shifts shall receive 96 hours of holiday pay per year as assigned by the Sheriff in lieu of the 12 traditional holidays.

New Year's Day

Martin Luther King's Birthday

President's Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Day

Christmas Floater

10.2 Regular part-time and probationary employees shall be paid for observed holidays which fall on days which they would otherwise be scheduled for work according to the number of hours for which they would have worked on that day.

10.3 In order to receive pay for an observed holiday, an employee must not have been absent without pay for any part of the day, either on the workday before or after the holiday.

10.4 If the holiday falls on Sunday, the following Monday will be observed. If the holiday falls on Saturday, the preceding Friday will be observed.

10.5 Temporary and intermittent employees shall not receive paid holidays.

11. VACATION LEAVE

11.1 Vacation leave shall be earned and accrued by regular and probationary employees from the date of employment under the conditions at the rate hereinafter stated.

11.2 The following chart indicates the rate of vacation leave earnings for regular full-time and probationary employees:

Years of Continuous Service	Employee Accumulation	Maximum Accumulation
Less than 5 years	8 hours per month	144 working hours
5 years & less than 10 years	8 hours per month	160 working hours
10 years & less than 15 years	10 hours per month	176 working hours
15 years & less than 20 years	12 hours per month	192 working hours
20 years & over	14 hours per month	192 working hours

11.3 Vacation leave accumulates from the beginning of the month in which the employment begins, provided employment begins on or before the 15th day of the month. If employment begins after the 15th of the month, leave accumulates from the first of the following month. Upon any type of termination, an employee will earn vacation leave for the month in which they terminate on a prorated basis.

11.4 Qualifying Period: An employee is entitled to take vacation leave upon employment in a permanent position for a continuous period of not less than 30 days after initial employment, and only available when vacation leave has been accumulated. The vacation leave schedule must be arranged with the employee's supervisor.

11.5 Vacation Leave Use: The purpose of vacation benefits is to allow each employee time away from the job for rest and recreation. The time when vacation shall be taken will be

determined by the appointing authority after considering the needs of the service and the seniority and wishes of the employees.

11.6 If an employee must be off work during the first 30 days of employment and if the nature of the absence is something not covered by sick leave or some other type of leave, the employee may request a short period of leave without pay.

11.7 When an employee is on vacation or personal leave and becomes ill during their time off, they may request the period of illness be charged to sick leave. Approval of this request shall be left to the discretion of the appointing authority who may require the employee to furnish proof of illness in order to change the leave time.

11.8 Payment for Vacation Leave:

A. Upon termination from service for any cause, an employee shall be paid a lump sum payment for any unused or accumulated vacation earned through the last day worked.

11.9 Death of Employee: Upon the death of a Saline County employee, a lump sum payment for vacation time accrued will be direct deposited into the employee's regular accounts.

11.10 Records: The Human Resource Division shall maintain a current balance of vacation leave for each employee, as well as a record of earned and used vacation. Vacation leave must be used in fifteen (15) minute blocks which will be recorded as .25, .50 and .75.

11.11 Vacation benefits shall not accrue to employees classified as intermittent or temporary.

11.12 Regular Part-time Employees: A regular part-time employee accrues vacation leave on a prorated basis, according to the number of hours worked each month. This proration shall be based on a chart in 11.2. The maximum accumulation for a regular part-time employee is one half-maximum accumulation for regular full-time and probationary employees. Regular part time employees that regularly work between twenty-one (21) and thirty-nine (39) hours per week will have a maximum accumulation as indicated below: (Per Policy 30.07A #4 b, dated 12/29/2015).

Years Of Service	Maximum 21-25 hours	Maximum 26-30 hours	Maximum 31-35 hours	Maximum 36-39 hours
Less than 5	86	101	115	130
At least 5, Less than 10	96	112	128	144
At least 10, Less than 15	106	123	141	158

At Least 15, Less than 20	115	134	154	173
20 years or more	115	134	154	173

11.13 Holiday during Vacation: Paid holidays during a vacation leave are not considered as a day of vacation.

11.14 One-half (1/2) additional day of vacation will be added for each five (5) days' vacation leave taken during November, December, January, and February. This clause applies to the Saline County Road & Bridge Department only.

11.15 Personal leave time (12 hours) shall be granted to each regular full-time employee per year with pay. Personal leave shall be granted on a yearly basis and must be used between January 1st and December 31st of each year. The personal leave time may be used in fifteen (15) minute blocks, which will be recorded as .25, .50 and .75. New employees shall be granted a prorated amount of wellness/personal time, during their year of hire as outlined in the chart below:

- Hire date:
- January-March= 12 hours
- April-June= 9 hours
- July-September= 6 hours
- October- December= 3 hours

There shall be no accumulation or carry-over of personal leave. The scheduling of personal leave must be approved by the Supervisor. The Human Resource Division shall maintain the records of personal leave.

12. SICK LEAVE

12.1 Each regular full-time and probationary employee of the County shall be entitled to eight hours of sick leave for each month of full-time active employment, accumulation unlimited. Sick leave must be used in fifteen (15) minute blocks, which will be recorded as .25, .50 and .75.

12.2 Records: The Human Resource Division shall maintain a current balance of sick leave for each employee as well as a record of earned and used sick leave.

12.3 Each regular part-time and probationary employee accrues sick leave on a prorated basis according to the number of hours worked each month.

12.4 Authorized use of Sick Leave: Sick leave with pay shall be granted to employees for the following reasons: Personal dental care; personal or family illness or physical incapacity resulting from causes beyond the control of the employee; enforced quarantine of the

employee in accordance with community health regulations; to keep a Doctor's or Dentist's appointment if an appointment cannot be scheduled other than during work time or to supplement Funeral Leave. For the purpose of Section 12, family shall be defined as immediate family members including spouse, son, stepson, daughter, stepdaughter, brother, sister, adopted children, father and mother, or any other dependent person residing within the home. Use of sick leave for immediate family living outside the household shall be limited to 80 hours per year.

12.5 Authorization: An Elected Official or Department Head may require a written statement by a licensed Medical Doctor or Dentist when an employee is on sick leave in excess of two (2) consecutive workdays for reasons of personal or family illness or physical incapacity. The written statement shall certify that the employee's condition prevented them from performing the duties of their position or the family member's condition required the employee to be at home. If the employee fails to provide the written statement, they shall not receive the sick leave pay including the first two days. The leave will be changed to vacation or personal leave before unpaid leave will apply.

12.6 Pay will be allowed for one-half (1/2) any accumulated sick leave on the employee's record at the time of termination, not to exceed one-half (1/2) of 1440 hours, provided the termination is the result of death, disability or retirement as defined by KPERS. In the event of termination for any other reason, except dismissal for cause, pay will be allowed for one-half (1/2) any accumulated sick leave at the time of termination, not to exceed one-half of 480 hours, provided the employee has been employed by Saline County for at least five (5) consecutive years.

12.7 Upon termination the amount of sick leave allowed will be paid to the employee in one lump sum on their final paycheck.

12.8 Any employee who becomes ill while on vacation leave may extend their vacation time to compensate for the days ill while on vacation as outlined in Section 11.7. At the approval of their supervisor.

12.9 Forfeiture of Sick Leave: No County employee shall be entitled to sick leave while absent from duty because of the following cause:

a. Disability arising from sickness or injury purposely self-inflicted or caused by their willful misconduct.

13. DETERMINING BENEFIT ELIGIBILITY

13.1 For the purpose of determining length of service for sick leave and vacation accrual and for eligibility for step increases, an anniversary date shall be established for each employee. When temporary, part-time, or intermittent employees become regular full-time

employees, they shall receive "credit" for the actual time they worked if it was continuous with their regular full-time employment. For non-creditable service see Section 7.3.

13.2 For the purpose of determining sick leave and vacation earned, the term "actual service" shall be defined as the number of days actually worked on the job for at least 50% of the work days within a calendar month provided, however, that absence from work due to sick leave with pay, vacation with pay, injury or illness incurred in the County service, and absence on temporary military duty shall be deemed actual service.

14. PAY DAYS

14.1 Pay periods shall be bi-weekly, ending Sunday. The checks will be issued no later than the Friday following the end of each pay period.

15. RESIDENCE

15.1 Saline County residency shall not be a requirement for obtaining or maintaining Saline County employment.

16. SERVICE CONNECTED DISABILITY

16.1 The County shall provide Worker's Compensation for all employees as required by State Law. Worker's Compensation benefits shall be paid when an employee has an on-the-job injury or illness.

16.2 An employee who is unable to work due to an on-the-job injury or illness must wait seven days before being eligible to receive Worker's Compensation Benefits. During this time the employee may use accrued paid leave. After the waiting period, the employee will receive benefits from Worker's Compensation based on a percentage of their normal salary. The employee can use accrued sick leave to make the total amount received by the employee equal to their salary at the time of the disability. The employee shall then reimburse the County for the amount received from Worker's Compensation in order to buy back paid leave time. The leave time will be credited to the employee's record. No additional benefits shall be paid by the County until the amount is received. If the employee returns to work and the County has not been fully reimbursed, the balance shall be deducted from the employee's pay check.

16.3 In the event an employee is permanently disabled, all accrued paid leave may be used.

16.4 When an on-the-job injury occurs, the employee must report it to the supervisor within 24 hours even if medical attention is not required at the time.

16.5 As with any type of disability, a doctor's note stating the employee is unable to work will be required. Also, when the employee returns to work, a doctor's note stating that the employee is able to perform their job duties will be required.

16.6 To limit the obligation of the County for a new and separate injury, the County may require an employee to submit to a medical examination by a doctor designated by the County. The expense of the examination shall be covered by the County.

16.7 The County shall designate a Physician to provide medical care for work-related injuries and illnesses. If an employee self-selects a Physician who is not authorized or agreed upon by the employer, the employer is responsible for only the first \$500 in medical bills. Human Resources is responsible for making the initial appointments. When an injury occurs outside of normal business hours the department may arrange medical attention as necessary.

17. MISCELLANEOUS LEAVE

17.1 Civil Leave With Pay: An employee shall be given necessary time off without loss of pay when performing jury duty, appearing in the Court as witness in answer to a subpoena, in an official capacity in connection with the County or as an expert witness either because of professional or observed knowledge; when performing emergency civilian duty in connection with national defense, for the purpose of voting when the polls are not open at least two (2) hours before or after the employee's scheduled hours of work and when giving blood to a Red Cross sponsored blood bank, as approved by the Department Head.

17.2 Civil Leave Without Pay: If an employee is involved in Court in a personal Court case, either as plaintiff or as a defendant in a suit not resulting from their duties with the County, they may be granted leave, but the time off shall be charged to their accrued vacation leave or personal leave bank before a leave of absence without pay may occur.

17.3 The Department Head may approve up to 4 hours of civil leave with pay for volunteer fire duty if the employee lives in a rural fire district.

17.4 Each employee shall be granted military leave as provided in KSA, 73-213. An employee who is a member of any reserve component of the United States Armed Forces or the National Guard shall be allowed leave of absence for required training or duty. In the event that the time of such training is optional, scheduling of such leave will be made when best for the County service. While on military leave, a non-exempt employee will take leave without pay. If the employee has accrued vacation pay, they may choose to use it for training or duty instead of taking leave without pay. Based on FLSA regulations, deductions may not be made for exempt employee's absences while on temporary military leave.

17.5 Leave Without Pay: Upon application, an employee may be granted a leave of absence without pay for a period not to exceed three (3) consecutive months in any one year, without prejudice to status, but no vacation or sick leave credits shall accrue during any such leave period. If the request for leave is due to a temporary disability, the employee shall submit a written statement by a Physician certifying that the employee is unable to perform their job duties. Each employee shall see that the proper papers are filled out in the Human Resource Division in order to keep their applicable benefits in effect. This applies also when a person has used all of their sick and/or vacation leave.

17.6 Maternity Leave: Leave shall be granted for pregnancy, including complications arising therefrom, the same as for any other temporary disability and for the adoption of a child. No employee shall be compelled, coerced, or ordered to begin pregnancy leave at any time during the period of pregnancy. According to the State and Federal Law, employees affected by pregnancy and related conditions must be treated the same as other employees on the basis of their ability or inability to work. Employees may use accrued sick or vacation leave, a leave of absence without pay or a combination of these leaves. The decision as to what type of paid leave will be used shall be made by the employee. When an employee begins a leave due to inability to work because of pregnancy or a related condition, a Doctor's note stating the temporary disability shall be required. The employee must return to work no later than ninety (90) days following termination of the pregnancy or adoption of a child.

17.7 Parental Leave: Employees may receive up to four (4) weeks of paid parental leave, based upon their normal workweek, due to the birth of an employee's child or the placement within an employee's home of an adopted child or foster child. Employees must be eligible for Family and Medical Leave (FMLA) in order to qualify. The employee will have worked for Saline County at least twelve (12) months prior to the event and a minimum of one-thousand, two-hundred and fifty (1,250) hours during the twelve (12) months preceding the absence. The employee must meet one (1) of the following criteria: have given birth to a child; be a spouse or committed partner of a woman who has given birth to a child; or have adopted a child or been placed within twelve (12) months with a foster child (must be age seventeen (17) or younger). Approved paid parental leave is compensated at 100% of the employee's regular, straight-time pay, based upon their normal work week, and will be paid on a bi-weekly basis on regularly scheduled pay dates. If two (2) employees are spouses and both eligible for leave, the leave may be taken at the same time or staggered as long as not to negatively impact scheduling or coverage.

17.8 Funeral Leave: Each regular and probationary full-time employee shall be allowed forty (40) hours leave for funerals of immediate family of the employee and spouse, with family being defined as child, stepchild, mother, stepmother, father, stepfather, spouse, brother, stepbrother, sister, stepsister, grandparent, step grandparent, grandchild, step grandchild, or any person within the employee's household. Funeral leave for an extended family member (e.g. aunt, uncle) may be taken if approved by the department head or elected

official. Eight (8) hours will be allowed to act as pallbearer upon request. Employees will be allowed eight (8) hours to attend the funeral of the employee's minor child's parent or grandparent when necessary to attend with the child.

17.9 Any additional time needed for the attending of funerals for family and/or non-family members shall be counted as sick leave, personal leave, or vacation.

17.10 Volunteer Time Off: All regular full-time employees may volunteer up to twelve (12) hours per calendar year, during which time they will be paid at their regular rate, to perform volunteer work within Saline County's Volunteer Time Off Policy so long as they meet eligibility requirements. Regular part-time employees are eligible at a pro-rated schedule of their regularly scheduled hours.

18. BASIC WORK WEEK

18.1 The official work week shall begin on each Monday at 12:01 A.M. and end at midnight of the following Sunday. Except as may be otherwise provided, an employee who occupies a full-time regular position shall work forty (40) hours each week.

18.2 Road and Bridge Department: Alternative scheduling is permissible at the discretion of the Department Head and may include changing to summer scheduling. Alternative scheduled hours may not be set outside the times of 7:00 A.M. and 6:00 P.M. or outside the days of Monday through Friday.

18.3 Sheriff's Office: Regularly scheduled day shift employees shall have a one (1) hour unpaid lunch break during their shift. Corrections and Corporals in the Saline County Jail will be assigned to work twelve (12) hours per shift with a one-half hour paid lunch break, which may be taken some time during their twelve (12) hour shift.

18.4 The length of service of an employee controls many other provisions of this contract including but not limited to, the earnings of vacation, the use of vacation, shift bidding, use of bidding of holiday hours and transfers. An employee's anniversary date is used for determining the length of service for salary administration purposes and vacation and sick leave accrual. It determines when an employee shall receive a performance appraisal and wage increase. It also determines when the employee is eligible for increased vacation accrual. When an employee transfers from one division to another, Divisional Seniority shall be calculated from the date of the transfer. In the case of ties in the event of seniority, preference shall be given to the employee with the greatest County Seniority. If further ties remain, preference shall be given to the employee whose first letter of their last name appears in the alphabet. Final approval rests with the Sheriff or his Designee.

18.5 Expo Department: Alternative scheduling is permissible at the discretion of the Department Head based on the needs of the department.

18.6 All other departments not listed in a subsection above: Alternative scheduling is permissible at the discretion of the Department Head or Elected Official and may include changing to one-half (1/2) hour for lunch. Alternative scheduled hours may not be set outside the times of 7:00 AM and 6:00 PM or outside the days of Monday through Friday.

18.7 A fifteen (15) minute break will be allowed each half of an employee's shift and shall include travel time.

18.8 Public vehicles may not be used to drive to places for breaks.

19. OVERTIME

19.1 Overtime must be approved by the Department Head or the Department Head's Designee.

19.2 Time and one-half will be paid for all hours worked in excess of 40 hours per week, except for the purpose of Corrections and Patrol officers who will be paid time and one half for all hours worked in excess of 80 hours in a 14-day work period. For the purposes of overtime calculation, working time shall include any time the employee performs any job duties, any time spent on training required by the supervisor and any paid time off except sick leave, unless the sick leave is taken by an employee after completing a night of snow removal duty.

19.3 A. Call-in: When a non-exempt employee must return to work after their normal shift has ended and they have left for the day; and/or is required to report to work more than one-hour before their next scheduled shift; and/or is required to report to work on an unscheduled day (such as a normal day off, holiday, or approved paid leave day), shall be paid for such time in accordance with regular pay policies, except the employee shall receive a minimum payment of two (2) hours at paid time and one half regardless of the hours worked, unless the time is determined to be di minimis. If the call-in occurs on a weekend or holiday, the employee shall be paid a minimum of three (3) hours at their overtime rate. Hours worked beyond the guaranteed minimum will be paid per policy. For this purpose, di minimis shall apply only where there are uncertain and indefinite periods of time involved, a few seconds or minutes in duration, and where the failure to count such time is justified by industrial realities.

B. Standby: A non-exempt employee shall be on standby when required to be available, with a reasonable probability of call-in for work, outside their normal working hours and subject to restrictions which limits the employee's activities. Whenever possible, the hours will be identified and relayed to the employee in advance. These hours do not count towards overtime computation. If an employee is called in while on standby, the time will then follow the "Call-In" process and the standby pay will stop unless/until the employee is placed back on standby. Non-exempt employees shall be compensated at the rate of two dollars (\$2.00) for each hour they are required to serve

on standby status when the standby is on a weekday and three dollars (\$3.00) when the standby is on a weekend or holiday.

19.4 Working time shall not include any time an employee spends at their workstation other than the regular scheduled hours provided no job duties are performed and the employee was not requested by the supervisor to be there.

20. HEALTH INSURANCE

20.1 A. Saline County will pay 100% of the individual base plan premium minus \$30.00 per month for insurance eligible employees. The \$30.00 per month employee contribution will be waived for the following plan year if the employee completes an annual wellness physical with a Physician by June 30th of each year. A non-medical alternative may be provided upon the employee's request.

B. By applying in writing, the employee may enroll their dependents in the group Health Plan where Saline County shall pay 75% of the total base plan premium minus \$30.00 per month for insurance eligible employees provided step A was completed.

C. The County will pay 100% of the individual base plan premium for dental insurance eligible employees.

D. By applying, the employee may enroll their dependents in the group Dental Plan. Saline County shall pay 74% of the total base plan premium.

E. Saline County will contribute up to \$1,000.00 for each employee enrolled in the high deductible insurance plan and eligible to enroll in an HSA at Bennington Bank. A portion of the money will be deposited each month from Saline County into each employee's HSA account.

21. CONFLICTING AGREEMENTS

21.1 In the event of a conflict, the County Personnel Policies and Procedures in effect as of the date of this agreement, shall control unless otherwise amended by the mutual agreement of the parties.

22. PROGRESSIVE DISCIPLINE POLICY

22.1 The purpose of discipline is to ensure high standards of performance and efficiency and to provide the citizens of the County with the highest possible level of courteous and professional public service.

22.2 Disciplinary actions are generally meant to correct rather than to punish behavior. Disciplinary actions should be aimed at guiding the employee, strengthening the employee's self-discipline and improving the employee's work performance.

22.3 The Progressive Discipline Policy shall not apply to any employee while on probation. Such employees are subject to termination at any time for any reason.

22.4 For purposes of this policy, a period of twelve (12) consecutive months shall mean consecutive working months. Leaves of absence in excess of fifteen (15) days for each single leave of absence shall not be included in determining the twelve (12) month period.

23. CLOTHING AND UNIFORM ALLOWANCE

23.1 Care and maintenance of uniforms for each employee of the Saline County Sheriff's office will be done by a bid contact from a local cleaning establishment paid for by Saline County. Each employee will be entitled to have eleven (11) uniforms cleaned per month.

23.2 An Officer is required to turn in all damaged or worn-out uniforms in order for new uniforms to be issued. When non-uniform Officers' clothes are damaged while performing official duties for the Sheriff's Office, they will be reimbursed through restitution or will be allowed to replace damaged clothing at County cost.

23.3 All county employees where there is clothing, uniforms, or training as part of the employees' job shall be provided those items or shall receive a stipend for purchase within a predetermined rate for those items. Where there is clothing or uniforms provided as a part of the job duties and said clothing is not labeled with Saline County or Saline County Sheriff's Office labels and/or logo, it will be considered a taxable fringe benefit and subject to payroll taxes pursuant to IRS publication 529. In the event an employee voluntarily terminates employment prior to the expiration of the six-month probationary period, the employee will reimburse Saline County for any and all expenses incurred by Saline County a result of hiring the employee, as per policy 30-17 (effective 7/17/2007).

23.4 Subject to the availability of funds in the Road & Bridge Department budget, Road & Bridge employees shall be granted:

- a. A boot allowance, up to \$150 annually. New employees will be reimbursed after successful completion of their new hire probation. Boot allowances are a taxable fringe benefit to the employee.
- b. Five pairs of jeans, provided through a contracted uniform company and to be serviced and cleaned by the contracted uniform company. Jeans shall be returned upon separation of employment.

24. LEGAL REPRESENTATIONS

24.1 The County will provide legal representation for employees in accordance with the Kansas Tort Claims Act, (KSA 75-6116) and Saline County Resolution #1250.

24.2 Saline County Administration agrees to assist Sheriff's Office employees, if requested, in researching cost and actions that would be required to convert from KPERS to KP&F.

25. GENERAL SAVING CLAUSE

25.1 It is not the intent of either party hereto to violate any laws or any rulings or regulations of any Governmental authority or Agency having jurisdiction of the subject matter of this Agreement and the parties hereto agree that in the event any provisions of this Agreement are held or constituted to be void, as being in contravention of any such laws, rulings or regulations, the parties hereto agree to enter into immediate negotiations thereon with the final decision being made by the County.

26. DISCRIMINATION CLAUSE

26.1 The provisions of this Agreement shall be applied equally to all employees in the Employee Council without discrimination as to age, sex, religion, marital status, race, color, creed, national origin, disability, and any other protected class, or political affiliation. The Employee Council shall share equally with the county the responsibility for applying this provision of the Agreement.

27. REPRESENTATIVE DUTIES AND RESPONSIBILITIES

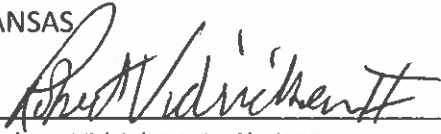
27.1 The representative shall have administrative time to accompany an employee who requests assistance involving personnel policies and may review that individual's records with them, including job classification and salary.

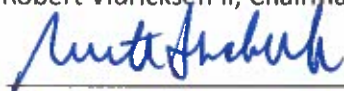
EMPLOYEES OF SALINE COUNTY WORK AGREEMENT

for 2024-2026

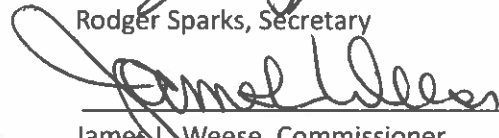
Approved this 29th day of August, 2023

BOARD OF COUNTY COMMISSIONERS
SALINE COUNTY, KANSAS

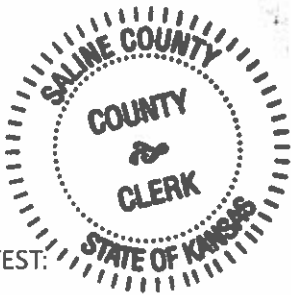

Robert Vidricksen II, Chairman


Monte Shadwick, Vice- Chairman

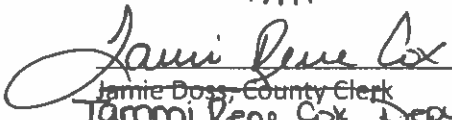

Rodger Sparks, Secretary


James L. Weese, Commissioner


Joe Hay Jr., Commissioner



ATTEST:

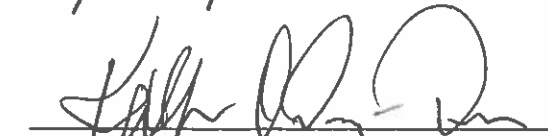

Jamie Doss, County Clerk
Tammie Rene Cox, Deputy County Clerk

EMPLOYEES OF THE SALINE COUNTY EMPLOYEE COUNCIL


Craig Norris- Facilitator


Kara Marlow- facilitator


Kyle Jones -Vice Facilitator


Kathyrn Diaz- Dunn- Vice Facilitator


Candice Sauers- Secretary