

**BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA**

RESOLUTION APPROVING AND AUTHORIZING CHAIR TO SIGN MEMORANDUM OF UNDERSTANDING BETWEEN SARPY COUNTY AND THE SARPY COUNTY PUBLIC EMPLOYEES ASSOCIATION REGARDING THE REMOVAL OF RECOGNITION OF THE PUBLIC DEFENDER’S ADMINISTRATIVE OPERATIONS MANAGER POSITION FROM THE 2018-2022 SARPY COUNTY PUBLIC EMPLOYEES ASSOCIATION COLLECTIVE BARGAINING AGREEMENT

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104(6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the County and the Sarpy County Public Employees Association (“SCPEA”) agree that the Public Defender’s Administrative Operations Manager should not be included in the SCPEA collective bargaining unit due to its supervisory role, as required by Neb. Rev. Stat. § 48-816(3)(a) and Article 2 of the 2018-2022 SCPEA Collective Bargaining Agreement; and,

WHEREAS, it is the desire of the parties to enter into a Memorandum of Understanding, which provides for the future formal modification of the 2018-2022 SCPEA Collective Bargaining Agreement following the next contract negotiation process and allows Sarpy County to classify the position as a management/non-union position as of the execution date of said Memorandum of Understanding; and,

WHEREAS, such future formal modification shall remove the position of the Public Defender’s Administrative Operations Manager from the SCPEA Collective Bargaining Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT this Board hereby approves the Memorandum of Understanding between Sarpy County and the SCPEA Regarding the Removal of Recognition of the Public Defender’s Administrative Operations Manager Position from the 2018-2022 SCPEA Collective Bargaining Agreement (“MOU”), which is attached hereto and is incorporated herein by this reference, and authorizes the Chairman to sign said MOU, and any other related documents, the same being approved by the Board.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 4th day of December, 2018.

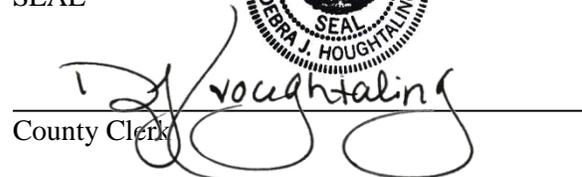
Attest

SEAL





Sarpy County Board Chairman



County Clerk



Office of the County Attorney

Hall of Justice % 1210 Golden Gate Drive % Suite 3147
Papillion, NE 68046-2889
(402) 593-2230 % FAX: (402) 593-4359

L. Kenneth Polikov
Sarpy County Attorney

MEMORANDUM

December 4, 2018

TO: Sarpy County Board of Commissioners
FROM: Kate Gatewood, Deputy Sarpy County Attorney

RE: Memorandum of Understanding Between Sarpy County and the Sarpy County Public Employees Association Regarding the Removal of Recognition of the Public Defender's Administrative Operations Manager Position from the 2018-2022 Sarpy County Public Employees Association Collective Bargaining Agreement

The above-referenced Memorandum of Understanding ("MOU") has been prepared at the request of the Public Defender and the Human Resources Department. Upon the retirement of the previous Public Defender's Administrative Operations Manager, it came to light that this is a supervisory employee position, which should be removed from the Sarpy County Public Employees Association ("SCPEA") bargaining unit, as required by the Nebraska Industrial Relations Act and the terms of the 2018-2022 SCPEA Collective Bargaining Agreement.

As such, the purpose of this MOU is to formalize the removal of the Public Defender's Administrative Operations Manager position from the 2018-2022 SCPEA Collective Bargaining Agreement. Additionally, this position will be considered as a management/non-union position upon the execution of the MOU.

If you have any additional questions about this matter, please do not hesitate to contact me.

**MEMORANDUM OF UNDERSTANDING BETWEEN SARPY COUNTY AND THE
SARPY COUNTY PUBLIC EMPLOYEES ASSOCIATION REGARDING THE
REMOVAL OF RECOGNITION OF THE PUBLIC DEFENDER’S ADMINISTRATIVE
OPERATIONS MANAGER POSITION FROM THE 2018-2022 SARPY COUNTY
PUBLIC EMPLOYEES ASSOCIATION COLLECTIVE BARGAINING AGREEMENT**

This is a Memorandum of Understanding (“MOU”) between Sarpy County (“County”) and the Sarpy County Public Employees Association (“SCPEA”). When referred to collectively, the County and the SCPEA shall be referred to as the “parties”.

RECITALS

WHEREAS, currently the position of the Public Defender’s Administrative Operations Manager falls under the scope of the SCPEA 2018-2022 Collective Bargaining Agreement (“Collective Bargaining Agreement”); and,

WHEREAS, pursuant to Neb. Rev. Stat. § 48-801(14) and Article 1, Item 22 of the Collective Bargaining Agreement, this position meets the definition of a “supervisor” or “supervisory employee”, which is reflected in the position’s job description, a copy of which is attached hereto as Appendix “A” and is incorporated herein by this reference; and,

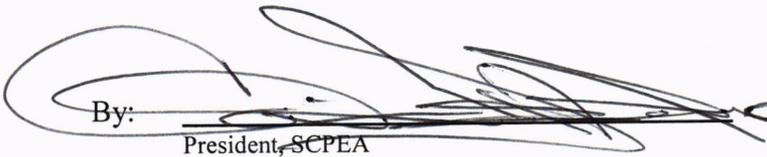
WHEREAS, according to Article 2 and Appendix 2 of the Collective Bargaining Agreement, the SCPEA collective bargaining unit includes rank and file employees of the Public Defender’s Office; and,

WHEREAS, the parties agree that the Public Defender’s Administrative Operations Manager should not be included in the SCPEA collective bargaining unit, as required by Neb. Rev. Stat. § 48-816(3)(a) and Article 2 of the Collective Bargaining Agreement; and,

WHEREAS, the SCPEA and the County wish to enter into an MOU setting forth the intent of the parties to remove the Public Defender’s Administrative Operations Manager from the SCPEA collective bargaining unit into a management/non-union position.

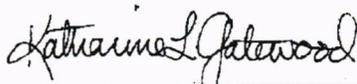
UNDERSTANDING OF THE PARTIES

The position of the Public Defender's Administrative Operations Manager is recognized under the 2018-2022 Collective Bargaining Agreement. Because it is a supervisory position, the parties agree that such recognition of the position under the Collective Bargaining Agreement shall be removed. It is the agreement of the parties that a formal modification of the Collective Bargaining Agreement, to enumerate this removal, shall be made when the next collective bargaining agreement is executed. Upon execution of this MOU, the parties agree that the County may classify this position as a management/non-union position, and that this position shall be considered removed and withdrawn from the SCPEA collective bargaining unit.

By:  Date: Dec 5, 2018
President, SCPEA

By:  Date: 12/4/2018
Chairman, Sarpy County Board of Commissioners

Approved as to form:


Deputy County Attorney



JOB DESCRIPTION



CLASS TITLE: Administrative Ops. Manager **GRADE:** C7
DEPARTMENT: Public Defender **UNION:** N/A
DIVISION: **FLSA:** Exempt
DATE: July 19, 2011 **LOCATION:** Public Defenders
REVISION DATES: 9/18 Office/assigned

GENERAL PURPOSE

Under the direct supervision of the Public Defender, perform a variety of complex confidential clerical, administrative, and managerial work in the administration of the Public Defender's Office, requiring considerable independent judgment with minimal supervision.

ESSENTIAL FUNCTIONS

Ensure that assigned areas of responsibility are performed within budget; monitor expenditures in assigned area to assure sound fiscal control; assure effective and efficient use of budgeted funds, personnel, materials, facilities, and time.

Communicate official plans, policies, and procedures to staff.

Establish and maintain effective working relationships with supervisors, County employees, elected officials, attorneys, law enforcement, judges, other agencies, and the general public.

Supervise administrative staff by providing coaching, motivation, training, and discipline, including hiring and firing.

Assist in determining work procedures; assist in preparing work schedules, and expedite workflow for administrative staff.

Maintain harmony among workers and resolve issues and grievances.

Evaluate duties assigned to staff for completeness and accuracy; assign training as determined.

Assist Human Resources in the development of job descriptions through an evaluation of required job duties within the administrative process.

Screen applications, interview candidates and act as a member of the hiring committee for posted openings for administrative staff and attorneys.

Assist with the preparation of the Public Defender budget.



JOB DESCRIPTION



Compile, manage, and maintain documentation of budget and payroll; monitor and procure inventories and supplies.

Create, update and maintain Public Defender personnel information and records.

Prepare, submit, and manage payroll documentation according to established procedures and/or regulations.

Coordinate and process leave requests including, but not limited to vacation, sick, and compensatory time for administrative staff.

Conduct yearly Public Defender Inventory.

Compile and input data to standard office and department forms; research and compile data for various reports.

Prepare a variety of reports, and related information for decision-making purposes.

Maintain and input computerized purchase orders and accounts payable.

Receive the public and answer questions; respond to inquiries from employees, citizens and others and refer, when necessary, to appropriate persons.

Compose, type, and edit a variety of correspondence, reports, memoranda, and other material requiring judgment as to content, accuracy, and completeness.

Oversee Law Library publications.

Establish and maintain filing system using independent judgment.

Schedule appointments and perform other clerical duties as required.

Report to the assigned worksite with regular, predictable, and consistent attendance.

Perform secretarial functions in answering phones, receiving the public, providing client assistance as necessary.

Receive, stamp and distribute incoming mail, process outgoing mail as necessary;

Peripheral Duties

Serve as a member of various committees as assigned.

Perform other duties as directed and assigned.



JOB DESCRIPTION



MINIMUM REQUIRED QUALIFICATIONS

Education and Experience

Bachelor's degree in Business Administration, Public Administration, or related field required*.

Three (3) years' bona fide work experience with increasing supervisory responsibilities experience required*.

**Approved combination of education, training and/or work experience that would provide equivalent knowledge, skills, and abilities may be considered and substituted for the stated education and experience.*

Competent experience using MSWord, Excel, PowerPoint, and Adobe Acrobat at an intermediate level.

Must be able to type 50 net words per minute (nwpm).

Ability to speak Spanish preferred.

Legal office management preferred.

Current record of experience or training in the following preferred: JUSTICE, IMACS, E-filing, and/or Westlaw.

Necessary Knowledge, Skills and Abilities

Knowledge of the legal and criminal justice systems

Considerable knowledge of current office practices and procedures

Working knowledge of applicable policies, procedures, laws, and regulations

Working knowledge of general bookkeeping and record keeping principles and techniques

Knowledge of supervisory principles

Considerable skill in planning, organizing, and implementing

Skill in customer service methods and practices

Skill in public speaking

Demonstrated ability to develop written reports and action plans

Considerable command of the English language including grammar and punctuation

Ability to work independently and derive sound decisions

Ability to prioritize work and coordinate complex projects

Ability to carry out assigned projects to their completion

Ability to multi-task

Ability to be detail-oriented and accurate

Ability to understand and follow exacting verbal and written instructions



JOB DESCRIPTION



Ability to work under pressure, navigate stressful situations, and work effectively with frequent interruptions

Ability to communicate effectively, in English, both verbally and in writing

Ability to complete basic mathematical calculations, such as addition, subtraction, multiplication, and division

Ability to maintain and protect sensitive and confidential information of all departmental communications, documents and correspondence

Ability to operate office equipment including, but not limited to, multiline phone, computer, typewriter, specialized software, dictation transcriber, printer, 10-key calculator, scanner, copier, fax machine, and transcription software.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

Work is performed in an office setting during day-shift hours, however hours may occasionally include evening, holidays, and call-ins. Work may be fast-paced when dealing with multiple clients, priorities, and time constraints. The noise level is typically moderate.

Work requires some physical activity including frequent periods of sitting/remaining stationary and standing/remaining erect with occasional periods of walking/moving about, bending, reaching, and to position self (ex: stoop, kneel, crouch, or crawl). The incumbent must possess the hand-eye coordination and manual dexterity necessary to frequently operate/manipulate equipment (use hands to finger, handle, or feel objects/tools). The employee must occasionally lift and/or move up to 30 pounds.

Required sensory abilities include vision and hearing. Visual abilities, correctable to normal ranges include close, distance, and color vision as well as the ability to adjust focus. Communication abilities include the ability to talk (verbal exchange) and hear within normal ranges.

SELECTION GUIDELINES

Formal application, rating of education and experience, interview, reference checks, successful completion of a national criminal background check, successful completion of a pre-employment drug screen, and other job related tests or checks as may be required.



JOB DESCRIPTION



DISCLAIMER

The job description is current as of the date signed. Any omission of specific statements does not exclude them from the position if they are similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Department Head: _____ Date: _____

Human Resources Director: _____ Date: 10-1-18