

**Changes for the State of Nebraska and FOP  
Labor Contract for 2019--2021  
6-19-19**

The following are changes to the 2019-2021 FOP and State of Nebraska Labor Contract which become effective July 1, 2019. Please contact DAS-Employee Relations as questions arise regarding the application and interpretation of these provisions.

*Underlined language is new, and stricken language will be removed:*

**Article 1 – Preamble**

1.1 Date changes.

1.4 Made changes to the third and fourth sentences as follows:

When the Employer has a compelling need to change a term or condition of employment and no agreement has been reached through bargaining, the Employer may implement the change and the unresolved issue ~~may by mutual agreement, at the time of the dispute, of the parties~~ and the parties mutually agree that the matter may be submitted to final and binding arbitration. The losing party shall bear the cost of arbitration. Notwithstanding the above, the Union and the Employer reserve their rights to enforce its rights ~~this and any provision of the contract~~ through the courts or the CIR (Commission of Industrial Relations).

**Article 3 – Management Rights**

3.15.b. Removed reference to blood testing as follows:

B. Methods of Testing:

a. Drug Analysis - Gas Chromatography/Mass Spectrometry ~~blood or~~ urinalysis testing shall be the only method of testing.

**Article 7 – Work Schedule**

7.7.1 Removed Mental Health Security Specialist I and III.

**Article 11 – Wages**

11.2 On July 1, 2019, all employees, except those in the Military Security Officer and Military Security Trainee classifications, shall be placed on the pay lines established in Appendix A according to the same percentage into the range that they occupied as of June 30, 2019.

Employees who, as of July 1, 2018, had attained 5 or more years of service, but had not attained one of the following continuous service anniversary dates during the fiscal year preceding July 1, 2018, and are considered by the employing

agency to have had at least satisfactory performance during the preceding five year period, shall have his/her annual full-time equivalent salary base increased by one quarter of one percent on July 1, 2019. This amount, as an hourly rate, shall then be added to each employee's hourly pay rate once placement has occurred on the pay lines established in Appendix A on July 1, 2019.

<u>5 years</u>	<u>25 years</u>	<u>45 years</u>
<u>10 years</u>	<u>30 years</u>	<u>50 years</u>
<u>15 years</u>	<u>35 years</u>	<u>55 years</u>
<u>20 years</u>	<u>40 years</u>	<u>60 years</u>

In addition, for employees within specified classifications—Corrections Officer, Corrections Corporal, Corrections Sergeant, and Corrections Unit Caseworker—a merit increase shall be available on the following conditions. Employees must be considered by the employing agency to have had at least satisfactory performance in order for years of service to be recognized for this increase. The below increase shall be calculated according to the pay lines established in Appendix A on July 1, 2019, after placement has occurred.

On July 1, 2019, all employees currently in the classifications outlined in the above paragraph shall receive a percentage increase to his/her annual full-time equivalent salary base in accordance with his/her accumulated years of service as of June 30, 2019, and subject to the satisfactory performance requirement. Such increases shall be according to the minimum benchmarks as follows:

<u>1 Year of Satisfactory Performance</u>	<u>2.5% Increase</u>
<u>3 Years of Satisfactory Performance</u>	<u>5.0% Increase</u>
<u>5 Years of Satisfactory Performance</u>	<u>7.5% Increase</u>
<u>7 Years of Satisfactory Performance</u>	<u>10.0% Increase</u>
<u>10 Years of Satisfactory Performance</u>	<u>12.5% Increase</u>

Until such time that the total number of overtime hours paid to unit employees by the Nebraska Department of Corrections is reduced to the number of total overtime hours paid by the Department in 2014, the following restriction shall apply: for the purposes of determining whether an employee has completed a year of satisfactory performance for the calculations described herein, the Department shall not include in the employee's evaluation any consideration of whether the employee worked overtime, or the amount thereof. In the event that an employee receives a determination that a year of service shall not be counted for the purposes of an enhancement in his or her pay rate as provided in this section, the employee may file a written request for an audit of this determination to D.A.S. Employee Relations, who will undertake a good faith investigation of this determination.

Following the completion of the investigation, in the event that Employee Relations determines that the employee's participation in overtime was a cause of a reduction in his or her evaluation score, Employee Relations shall determine that the relevant year of service shall be counted for the purposes of the raise in pay rate provided in this section. However, if after a good faith investigation into the determination, Employee Relations determines that the employee's evaluation did not include consideration of whether the employee worked overtime or the amount thereof,

Employee Relations shall notify the employee of the determination, and the Department shall provide the employee with a list of work improvements that the Department has determined are necessary for the employee to remedy his or her performance. The determination of Employee Relations described herein shall not be grievable.

11.2.1 On July 1, 2019, the Military Security Specialist classification shall be changed to Military Security Trainee, and an additional position created as a Military Security Officer.

11.2.2 On July 1, 2019, the minimum rate and maximum rate of pay for the following classes shall be adjusted to reflect the amounts shown below and the incumbents of those classifications shall have their salaries adjusted upward by the same dollar amount as the minimum rate. Incumbents who qualify for the Military Security Officer will be placed into that classification. Such adjustments shall be in lieu of any other increase outlined in this contract.

	<u>Minimum Rate</u>	<u>Maximum Rate</u>
<u>Military Security Officer</u>	<u>\$16.804</u>	<u>\$23.746</u>
<u>Military Security Trainee</u>	<u>\$15.354</u>	<u>\$22.237</u>

11.3 On July 1, 2020, all employees, except those in the Military Security Officer and Military Security Trainee classifications, shall be placed on the pay lines established in Appendix A according to the same percentage into the range that they occupied as of June 30, 2020.

On July 1, 2020, any employees within the following classifications—Corrections Officer, Corrections Corporal, Corrections Sergeant, and Corrections Unit Caseworker—and who meet the criteria outlined in Section 11.2, shall have his/her annual full-time equivalent salary base increased by 2.5% if they have attained one of the following benchmarks for years of service in the past fiscal year:

1 year            3 years            5 years            7 years            10 years

Employees must be considered by the employing agency to have had at least satisfactory performance in order for the years of service to be considered for this increase.

The above increase shall be calculated according to the pay lines established in Appendix A on July 1, 2020, after placement has occurred.

11.3.1 On July 1, 2020, all employees in the Military Security Officer and Military Security Trainee classifications shall receive a one and one-quarter percent (1.25%) salary increase to their annual fulltime equivalent salary base. An additional salary increase of one-half percent (0.5%) shall be available to those whose performance has been scored satisfactory by their agency for the past calendar year. These increases, where applicable, shall be calculated concurrently for a total one and three-quarter percent (1.75%) salary increase to their annual full-time equivalent salary base. Such adjustments shall be in lieu of any other increase.

- 11.5 Pay line movement was stricken and will not move the duration of this labor contract.
- 11.6 Pay line movement was stricken and will not move the duration of this labor contract.
- 11.13 Pay line movement was stricken and will not move the duration of this labor contract.
- 11.13.1 Pay line movement was stricken and will not move the duration of this labor contract.

### **Article 12 – Overtime**

- 12.9 Holidays shall not be considered as work hours for overtime purposes. Leave time (vacation, sick, etc.) shall not be considered as hours worked. ~~Hours actually worked on the employee's designated holiday shall not also be considered as hours worked for overtime purposes~~ Hours actually worked on the employee's designated holiday shall be considered as hours worked for overtime purposes.

### **Article 13 – Insurance**

- 13.1 **Health Insurance:** For the duration of this Contract, the monthly Employer contribution toward any group health insurance option offered by the Employer shall be the amount equal to seventy-nine percent (79%) of the total premium cost of the plan, option, and coverage chosen by the bargaining unit member, for which the bargaining unit member is eligible.

For purposes of this section, plan and option shall mean one of the choices of levels of medical and other benefits offered by a carrier. Coverage shall mean the rate categories of single, two-party, four-party, and family, as offered under any contract entered into for medical benefits.

Eligible State employees and their eligible dependents will be granted access to health and prescription drug benefits in accordance with the State's group health insurance plan enrollment and coverage guidelines.

The following deductibles, out-of-pocket maximums, coinsurance after deductible provisions, and prescription drug card provisions take effect each July 1.

Total Benefit Maximum - Unlimited

\$1400 Annual deductible per person for the first and second year of this contract – In Network

\$2600 Annual deductible per family for the first and second year of this contract - In Network

\$4000 Annual medical out-of-pocket maximum per person – In Network

\$8000 Annual medical out-of-pocket maximum per family— In Network

80% coinsurance for most covered services after deductible – In Network

Co-payment for doctor office visits only, not to exceed \$45.

Co-payment for specialty doctor office visit, not to exceed \$55.

(The change in the co-payment for doctor office visits shall not change the manner in which ancillary costs are calculated.)

Co-Payment for Urgent Care Center visit, not to exceed \$75.

The plan shall include a three-tier formulary prescription drug card coverage with a:

\$5.00 co-payment per 30 day supply of Tier 1 drugs.

\$40.00 co-payment for a 30 day supply of Tier 2 drugs for the first and second year of this labor contract; and a

\$60.00 co-payment for a 30 day supply of Tier 3 drugs for the first and second year of this labor contract.

The annual pharmacy out of pocket maximum is \$2250 per individual for the first and second year of this labor contract.

The annual pharmacy out of pocket maximum is \$4500 per family for the first and second year of this labor contract.

Mail order is available for long-term maintenance drugs for a 90 day supply with a cost of two times the 30 day supply for each level of drugs.

The State reserves the right to add a 4<sup>th</sup> Tier for specialty drugs not to exceed \$100 for a 30 day supply.

The combination of pharmacy and medical out-of-pocket maximums will not exceed the limits set forth in the Patient Protection and Affordable Care Act.

In addition to the above, the Employer may offer different group health insurance plans. The Employer retains the discretion to arrange health insurance coverage through a health insurance exchange in accordance with the Patient Protection and Affordable Care Act.

- 13.3 **Life Insurance:** The Employer will provide a \$36,000 group life insurance policy for each full-time employee. The full cost will be borne solely by the Employer.

#### **Article 14 – Authorized Leave**

- 14.27 **Maternity Leave Donation (MLD) Program.** When an expectant mother needs to be away from work due to a birth of a child she may request MLD. MLD shall be

available only to employees who have exhausted their own earned sick leave, in conjunction with an approved Family Medical Leave (FML) under the Family Medical Leave Act and only with approval of the agency head and/or designee.

14.27.1 **Eligibility of Recipient.** Employees shall meet the following criteria before request(s) for donations can be made:

- a. Be the expectant mother of a newborn baby
- b. FML request has been approved by the agency
- c. Have exhausted all earned sick leave
- d. Have not offered anything of value in exchange for the donation

14.27.2 **Requesting Maternity Leave Donations.** Employees must submit a written request for MLD to the agency/facility Human Resources office. The request must include substantiating evidence as described in the Family Medical Leave Act. (For your convenience, request forms are available from your agency/facility Human Resources office or the DAS State Personnel website.) The Human Resources staff will be responsible to initiate the process to verify eligibility, seek agency head approval, request donations, apply the conversion formula to donations received, advise the employee of donations received and notify the appropriate payroll personnel of changes to receiving/donating employees' leave balances. Agency heads and/or their designee(s) must approve both the FML and MLD requests before solicitation for donations begin.

14.27.3 **Contributing Maternity Leave Donations.** Employees may contribute accrued vacation leave or earned compensatory time to benefit another State employee in the same agency who requests MLD. Vacation leave and earned compensatory time shall be donated in no less than 4 hour increments. The contributing employee must identify the specific amount of time donated and the name of the recipient of the donated time on the appropriate forms for that purpose. Vacation leave and compensatory time donated and transferred to another State employee pursuant to this provision shall be irrevocably credited to the recipient's MLD account.

Vacation leave and compensatory time transferred shall be converted to a dollar value and then converted to hours based on the recipient's hourly rate (e.g., the leave donor's salary is \$12.00 per hour and the recipient's salary is \$24.00 per hour, thus, in this case, twice the amount of hours is needed to achieve full conversion.) No more than an equivalent of 480 hours of MLD may be received by an employee during a twelve-month period. No more hours than required during the approved FML period should be received. (e.g., the employee has 2 weeks of paid sick leave accrued. After the 2 weeks of accrued sick leave is used, the employee can only request 4 weeks of donated leave to fill a 6 week FML request.) The agency shall transfer donated leave to the recipient's account from the donor's accruals in chronological order based on the date the form was received and on an as needed basis.

14.27.4. **Eligibility of the Donor.** Before donating vacation leave or earned compensatory time employees shall meet the following criteria:

- a. Only increments of four (4) hours may be donated.
- b. Have not solicited nor accepted anything of value in exchange for the donation.

- c. Have remaining to his/her credit at least 40 hours of accrued vacation leave. Earned compensatory time can be donated completely- leaving a zero balance.

14.27.5 **Adoptive Mothers.** Per Neb. Rev. Stat. § 48-234 adoptive mothers may be entitled to use the MLD program in certain situations. Adoptive mothers must meet the eligibility requirements as outlined above.

14.27.6 The provisions of this section are non-grievable.

**Article 24 – Term of Contract**

24.1 Date changes.

24.5 The Employer shall pay up to eight hundred hours of salaries for employee representatives on the Union bargaining team for time spent at the bargaining table. Time spent in agency specific appendix bargaining will be counted as time spent in labor-management committee meetings.

**APPENDIX A – PAY LINES**

Institute new pay lines as outlined below in accordance with CIR Case No. 1480, issued March 3, 2019. Per Neb. Rev. Stat. 81-1383 (2)(b)(i)(C)(ii), those classifications whose total compensation Minimum or Maximum were below 93% of the midpoint or above 107% of the midpoint shall have the rate increased or reduced to 98% of the midpoint and 102% of the midpoint respectively in equal annual installments. The State has decided to conduct these increases in 2 annual installments over the biennium rather than the 3 annual installments outlined in the statute.)

Job Code	Job Title	07/01/2019 Minimum Hourly Rate	07/01/2019 Maximum Hourly Rate	07/01/2020 Maximum Hourly Rate	07/01/2020 Maximum Hourly Rate
<b>PROTECTIVE SERVICE</b>					
P66112	Corrections Corporal	18.440	25.270	18.440	25.270
P66111	Corrections Officer	17.000	24.410	17.000	24.410
P66113	Corrections Sergeant	20.600	28.580	20.600	30.570
P66441	Corrections Unit Caseworker	19.233	27.350	19.233	27.350
P76251	Developmental Disabilities Safety & Habilitation Specialist	15.354	22.237	15.354	22.237
P76141	Mental Health Security Specialist I	13.290	20.370	13.290	20.370
P76142	Mental Health Security Specialist II	16.160	24.349	16.160	26.460
P61851	Security Communications Specialist	14.505	21.735	15.920	24.510
P64831	Security Guard	12.180	18.520	12.180	19.400
P76751	Youth Security Specialist I	13.860	20.770	13.860	22.300
P76752	Youth Security Specialist II	16.010	24.115	16.010	25.990
P64911	Military Security Trainee	15.354	22.237	15.354	22.237
P64912	Military Security Officer	16.804	23.746	16.804	23.746