

**Changes for the State of Nebraska and NAPE/AFSCME
Labor Contract for 2019--2021
5-7-19**

The following are changes to the 2019-2021 NAPE/AFSCME 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.
Removed Protective Service (P).

Article 3 – Management Rights

- 3.15 Renamed Department of Roads to Department of Transportation.

Article 6 – Union Representatives

- 6.9 Renamed Department of Roads to Department of Transportation.

Article 7 – Work Schedule

- 7.7 Renamed Department of Roads to Department of Transportation.
7.7.1 Removed the following classifications:

~~Developmental Disabilities Safety and Habilitation Specialist
Mental Health Security Specialist I, II, III
Youth Security Specialist I, II~~

Article 9 – Transfers, Promotions, and Filling Vacant Positions

- 9.1 Renamed Department of Roads to Department of Transportation.

Article 11 – Wages

- 11.2 On July 1, 2019, all employees, excluding those specified in Section 11.2.1, shall receive a two percent (2%) salary increase to their annual full-time equivalent salary base. An additional salary increase of three tenths of a percent (0.3%) shall be available to those whose performance has been scored at least satisfactory by their agency for the past calendar year. These increases, where applicable, shall be calculated simultaneously for a total of two and three tenths percent (2.3%) salary increase to their annual full-time equivalent salary base.

11.2.1 On July 1, 2019, the minimum rate and maximum rate of pay for the following classes shall be adjusted to the amounts shown below. Incumbents of these classifications shall receive a minimum 5% increase or to the new hiring rate, whichever is higher. Increases to those employees at the top of the new pay line will not exceed 5% over the new maximum rate. Such adjustments shall be in lieu of any other increase, including the one provided in Section 11.2.

	<u>Minimum Rate</u>	<u>Maximum Rate</u>
<u>Highway Maintenance Worker</u>	<u>\$16.300</u>	<u>\$22.600</u>
<u>Highway Maintenance Worker, Sr.</u>	<u>\$17.000</u>	<u>\$23.700</u>
<u>Highway Maintenance Crew Chief</u>	<u>\$19.250</u>	<u>\$25.450</u>
<u>Highway Construction Technician I</u>	<u>\$16.300</u>	<u>\$22.200</u>
<u>Highway Construction Technician II</u>	<u>\$17.750</u>	<u>\$24.500</u>
<u>Highway Construction Technician III</u>	<u>\$21.600</u>	<u>\$30.100</u>
<u>Highway Construction Technician IV</u>	<u>\$25.950</u>	<u>\$36.650</u>

11.2.2 Deleted paragraph.

11.2.3 Deleted paragraph.

11.2.4 Deleted paragraph.

11.3 On July 1, 2020, all employees, excluding those specified in Section 11.3.1, shall receive a two percent (2%) salary increase to their annual full-time equivalent salary base. An additional salary increase of three tenths of a percent (0.3%) shall be available to those whose performance has been scored at least satisfactory by their agency for the past calendar year. These increases, where applicable, shall be calculated simultaneously for a total of two and three tenths percent (2.3%) salary increase to their annual full-time equivalent salary base.

11.3.1 On July 1, 2020, the minimum rate and maximum rate of pay for the following classes shall be adjusted to the amounts shown below. Incumbents of these classifications shall receive a minimum 2% increase or to the new hiring rate, whichever is higher. Increases to those employees at the top of the new pay line will not exceed 5% over the new maximum rate. Such adjustments shall be in lieu of any other increase, including the one provided in Section 11.3.

	<u>Minimum Rate</u>	<u>Maximum Rate</u>
<u>Highway Maintenance Worker</u>	<u>\$16.300</u>	<u>\$22.600</u>
<u>Highway Maintenance Worker, Sr.</u>	<u>\$17.550</u>	<u>\$24.450</u>
<u>Highway Maintenance Crew Chief</u>	<u>\$20.250</u>	<u>\$28.000</u>
<u>Highway Construction Technician I</u>	<u>\$16.300</u>	<u>\$22.200</u>
<u>Highway Construction Technician II</u>	<u>\$18.750</u>	<u>\$25.900</u>
<u>Highway Construction Technician III</u>	<u>\$22.750</u>	<u>\$31.700</u>
<u>Highway Construction Technician IV</u>	<u>\$26.500</u>	<u>\$37.450</u>

- 11.5 On July 1, 2019, each salary rate of all classifications in each bargaining unit pay plan will remain the same as each classification was on June 30, 2019, except as provided in Section 11.2.1. (Appendix A 2019-2021).
- 11.6 On July 1, 2020, each salary rate of all classifications in each bargaining unit pay plan will remain the same as each classification was on June 30, 2020, except as provided in Section 11.3.1. (Appendix A 2019-2021).
- 11.8 Promotions clean up language to sixth sentence as follows: In the following ~~three~~ situations an exception to the above language will be made, that an employee shall receive a 5% pay increase to their base rate of pay: if the employee is promoted from ~~Highway Maintenance Worker/Senior to Highway Maintenance Crew Chief; or promoted from~~ Engineer I to Engineer II; or promoted from Environmental Engineer I to Environmental Engineer II. In no case shall the employee be paid more than the maximum rate of pay of the new classification.
- 11.12 **Nurse Compensation.** Pay rates are changed to coincide with the pay increases given on 7-1-19 and 7-1-20.
- 11.13 Longevity Pay was stricken. ~~Any bargaining unit member who attains one of the following continuous service anniversary dates during the fiscal year preceding July 1, 2018, and is 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, 2018. This amount shall be added to his/her annual full time equivalent salary base and shall be given after any other July 1, 2018, pay increase(s). 5 years through 60 years~~
- 11.13.1 This provision was stricken. ~~which includes an appeal process for those who did not receive longevity pay. It incorporates the Classification Appeal Panel as the body that hears the appeal.~~

Article 12 – Overtime

- 12.8.b Protective Service Bargaining Unit reference was stricken as follows: The employee may not carry more than 240 hours of compensatory time (160 hours x 1.5), ~~except that members of the Protective Service Bargaining Unit at the Department of Correctional Services may be allowed to carry more than 480 hours of compensatory time (320 hours x 1.5)--~~ amounts over this limit must be taken in pay.

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

~~\$1200 Annual deductible per person, not to exceed \$1400 in the second year of this labor contract~~ \$1400 Annual deductible per person for the first and second year of this contract – In Network

~~\$2400 Annual deductible per family, not to exceed \$2600 in the second year of this labor contract~~ \$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.

~~\$35.00~~ \$40.00 co-payment for a 30 day supply of Tier 2 drugs, ~~not to exceed \$40 for the first and~~ second year of this labor contract; and a

~~\$55.00~~ \$60.00 co-payment for a 30 day supply of Tier 3 drugs, ~~not to exceed \$60 in the~~ for the first and second year of this labor contract.

The annual pharmacy out of pocket maximum is ~~\$2000~~ \$2250 per individual, ~~not to exceed \$2250 in the~~ for the first and second year of this labor contract.

The annual pharmacy out of pocket maximum is ~~\$4000~~ \$4500 per family, ~~not to exceed \$4500 in the~~ 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 4th 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.

Article 14 – Authorized Leave

14.4 Renamed Department of Roads to Department of Transportation.

14.18 Injury Leave. Added pursuant to Neb. Rev. Stat. Sec. 48-119 to the first paragraph, third line, to be in compliance with state statute.

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 15 – Anti - Discrimination and Workplace Harassment

15.2 Bullying was added to the sentence. "Employees have the right to a workplace free from sexual harassment, inappropriate physical conduct, bullying, and threatening behavior."

Article 17 – Pay During Temporary Transfer

- 17.1 Removed reference to Department of Correctional Services employees covered by this Contract see Appendix M for Temporary Reassignment provisions.

Article 18 – Health and Safety

- 18.2 Added diligent and timely to the second sentence as follows: ... In the event the building or worksite is leased from a county or other third party, it shall be the Employer's responsibility to diligently and timely pursue improvements that will make the worksite safe and healthy.

- 18.5 Renamed Department of Roads to Department of Transportation.

Added Nebraska State Electrical Division employees covered by this Contract see Appendix V for Uniforms provisions.

New. Department of Veterans' Affairs employees covered by this Contract see Appendix W for Uniforms provisions.

Article 22 – Personnel File Information

- 22.7 Personnel records relating to workplace harassment shall be removed from the file after seven years (was four years) at the employee's request.

Article 24 – Term of Contract

- 24.1 Date changes.