

**Changes for the State of Nebraska and NAPE/AFSCME  
Labor Contract for 2015-2017  
5-1-15**

The following are changes to the 2015-2017 NAPE/AFSCME and State of Nebraska Labor Contract which becomes effective July 1, 2015. Please contact AS-Employee Relations as questions arise regarding the application and interpretation of these provisions.

**Article 1 – Preamble**

1.1 Date changes only.

**Article 3 – Management Rights**

3.7 Removed the word “physically” before the words “...perform his/her assigned duties...”. By removing this word, it no longer limits the “employee’s inability to perform his/her assigned duties” to physical. It could now encompass “mental” inability to perform their duties.

3.15 A reference to the State Patrol Appendix F was added at the end of this section.

**Article 4 – Grievance Procedure**

4.5 Added, “(by-passing Step 1)” to the last sentence for clarification. Employees filing a grievance on their termination can file the grievance at Step 2, which in fact, by-passes Step 1. This has always been the case, but the language was added for clarification.

4.14 Timeframes were lengthened in the discovery process. The Discovery Request form will note that objections to the discovery request(s) must be filed within 10 (instead of 5) workdays of receipt, otherwise, information sought in the discovery must be provided within 20 (instead of 10) workdays of receipt of the request.

4.15 To coincide with the change in Section 4.14, the second sentence was changed from 5 workdays to 10 workdays as far as when objections to a discovery request can be made in writing.

4.18 In the first sentence, removed the words, “through the Director of DAS State Personnel” and added “/hearing officer or a designee,” which directs that either party to a grievance hearing may request subpoenas from the “Personnel Board/hearing officer or a designee.”

A sentence was added in the middle of this section which states, “At least four (4) workdays before the scheduled hearing, the requesting party shall notify the other party of the names of any individual(s) who have been subpoenaed as a witness.” This allows both parties the courtesy of knowing who will be witnesses in a hearing ahead of the hearing date.

4.22 A new Section was included which states, “Work days, as referenced in the grievance appeal process, shall refer to days Monday through Friday and exclude all recognized State holidays.” This is not new, but was added for clarification of timeframes when working with grievances.

## **Article 5 – Layoffs and Resignations**

- 5.6.a First sentence was changed so that the laid off employee shall transfer to a vacant position if there is one within 25 miles, in the same classification, rather than allowing the employee the choice of either bumping or transferring to the vacant position.
- 5.6.c Removed language that allowed the employee the option to transfer to a vacant position or bump. The employee will no longer have the option if there is a vacant position within 25 miles, in the same classification.
- 5.8 Clarification was added to the first two sentences in that “Employees who have retired shall not be eligible for recall.”
- 5.10 Clarifies that when employees or former employees are recalled, that the two times that an employee can decline to be recalled would only be counted if the recall was to a permanent position. A recall to a temporary position would not be counted toward the two recall limitation requirement.
- 5.11 To the first sentence, the following phrase was added, “...or following notification by e-mail for which a return delivery receipt is received,...”. This allows for a quicker notification to a former employee when there is an opportunity for reinstatement after a layoff.

## **Article 7 – Work Schedule**

- 7.4 Under Job Sharing, struck the last sentence so the section now reads, “Job sharing may be allowed by mutual agreement of the Agency Head and/or his/her Designee and the employees involved.”
- 7.7.1 Struck the deleted classifications of Psychiatric Specialist and Psychiatric Technician I and II since these classes have been deleted.

## **Article 9 – Transfers, Promotions, and Filling Vacant Positions**

- 9.1 In the 4<sup>th</sup> sentence, changed the word “employees” to “applicants”.

In the 5<sup>th</sup> sentence, replaced “c” “Agency affirmative action plans” with “background/reference checks, and”; and Veteran’s preference became “d”. That sentence now reads, “The Employer shall fill job vacancies using factors of: a) knowledge, experience, and ability; b) any job related tests, c) background/reference checks, and d) Veteran’s preference, which shall be applied consistently among applicants.”

At the end of the last sentence added, “by using the employee’s continuous State service date”, which is used to determine the employee that is the more senior.

## **Article 10 – Discipline or Investigatory Suspension**

- 10.3 Added a new sentence at the very end of this section which states, “Employees on investigatory suspension are not eligible to be paid shift differentials.”

## Article 11 – Wages

- 11.2 On July 1, 2015, all employees in each bargaining unit, except employees in those classes listed in Sections 11.2.1, 11.2.2, and 11.2.3, shall receive a two and one quarter percent (2.25%) salary increase to their annual full-time equivalent salary base.
- 11.2.1 On July 1, 2015, all employees occupying the classifications of Motor Vehicle Driver Licensing Services Examiner I and Motor Vehicle Driver Licensing Examiner II shall receive a five and two tenths percent (5.2%) salary increase to their annual full-time equivalent salary base, and the hiring rate and the maximum rate of those classifications shall be increased by five and two tenths percent (5.2%).
- 11.2.2 On July 1, 2015, all employees occupying the classifications of State Patrol Evidence Technician shall receive a six and two tenths percent (6.2%) salary increase to their annual full-time equivalent salary base, and the hiring rate and the maximum rate of those classifications shall be increased by six and two tenths percent (6.2%).
- 11.2.3 On July 1, 2015, the hiring rates and maximum rates of pay for the following classes shall be adjusted upward by nineteen percent (19%), and the incumbents of those classifications shall have their salaries increased to at least the new hiring rate, but in no event shall an employee in these classes receive a salary increase of less than two and one quarter percent (2.25%) to their annual full time equivalent salary base.

IT Applications Developer	IT Data/Database Analyst/Lead
IT Applications Developer/Senior	IT Systems Programmer
IT Applications Developer/Lead	IT Systems Programmer/Senior
IT Data/Database Analyst	IT Systems Programmer/Lead
IT Data/Database Analyst/Senior	

- 11.3 On July 1, 2016, all employees in each bargaining unit shall receive a two and four tenths percent (2.4%) salary increase to their annual full-time equivalent salary base.
- 11.5 On July 1, 2015, each salary rate of all classifications in each bargaining unit pay plan will be adjusted upward by two and one quarter percent (2.25%), except the pay lines receiving special adjustments in Sections 11.2.1, 11.2.2, and 11.2.3, shall be adjusted as provided in those sections. (Appendix A, 2015-2017)
- 11.6 On July 1, 2016, each salary rate of all classifications in each bargaining unit pay plan will be adjusted upward by two and four tenths percent (2.4%). (Appendix A, 2015-2017)
- 11.9 Added a new 5<sup>th</sup> paragraph before the last paragraph which reads as, “An employee who is demoted, either voluntarily or as a result of a disciplinary action, to a classification from which they were promoted, will be returned to their previous salary, adjusted for any general increases that may have been applied during the time they were in the higher level position.”
- 11.12 **Nurse Compensation.** In the first sentence, added the wording, “on the employee’s service anniversary date” which identifies the date as to when the pay increases happen. Also, updated class titles and pay for 7-1-15 and 7-1-16 to coincide with the pay increases in Sections 11.2 and 11.3.

## Article 12 – Overtime

- 12.3 A Nebraska Military Department reference was added at the end of this section, as new language appears in Appendix Q.
- 12.8 Within the parenthesis of the first sentence, added the wording: “shift workers in the Veterans’ Homes and at BSDC” to identify which employees are on the 8 and 80 schedule for overtime.

## Article 13 – Insurance

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

- 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

~~\$800~~ \$1000 Annual deductible per person, not to exceed \$1200 in the second year of this labor contract – In Network

~~\$1600~~ \$2000 Annual deductible per family, not to exceed \$2400 in the second year of this labor contract – In Network

~~\$2000~~ \$4000 Annual medical out-of-pocket maximum per person, not to exceed \$4500 in the second year of this labor contract – In Network

~~\$4000~~ \$8000 Annual medical out-of-pocket maximum per family, not to exceed \$9000 in the second year of this labor contract – In Network

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

~~\$30~~ Co-payment for doctor office visits only not to exceed \$40.

~~\$40~~ Co-payment for specialty doctor office visit not to exceed \$50.

(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:

~~\$10.00~~ 5.00 co-payment per 30 day supply of ~~generic~~ Tier 1 drugs, not to exceed \$10 in the second year of this labor contract;

~~\$25.00~~ 30.00 co-payment for a 30 day supply of ~~formulary brand name~~ Tier 2 drugs, not to exceed \$35 in the second year of this labor contract; and a

~~\$40.00~~ 50.00 co-payment for a 30 day supply of ~~non-formulary brand name~~ Tier 3 drugs, not to exceed \$60 in the second year of this labor contract.

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

The annual pharmacy out of pocket maximum is \$4000 per family, not to exceed \$4500 in the second year of this labor contract.

Mail order is available for long-term maintenance drugs for a ~~180~~ 90 day supply with a cost of two times the 30 day supply for each level of drugs.

~~\$35.00~~ co-payment for generic drugs;

~~\$100.00~~ co-payment for formulary brand name drugs; and a

~~\$150.00~~ co-payment for non-formulary brand name drugs.

In the second year of this labor contract 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 ~~health care reform requirements~~ 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.

~~The premium for the Regular PPO Plan shall not be increased during the period of July 1, 2013, through June 30, 2014.~~

## **Article 14 – Authorized Leave**

- 14.9 Added a new sentence after the second sentence in the first paragraph, which defines catastrophic condition: “Catastrophic condition is considered a medical condition such as cancer, heart condition, organ transplant, and any other major medical condition that limits employees’ ability to work.”

In the second paragraph first sentence, we added “and compensatory time/leave” right after “Donated Leave will be available only to employees who have exhausted their own paid leave...”. This new language is consistent with the language that is in the first paragraph where vacation and comp time/leave can be donated in no less than 4 hour increments.

- 14.11.b After first sentence, added examples in parenthesis – “(including but not limited to the following examples: administer medical care, transport immediate family to medical appointments).”
- 14.14 At the end of the first sentence, “60 days” was converted to “480 hours” for clarification.
- 14.16 through 14.16.10 All of the references to “Family Leave” were changed to “Family and Medical Leave.”
- 14.16.8 Third sentence was changed to include the 30 calendar day timeframe for clarification, so that it now reads, “When an employee does not return to work from Family and Medical Leave for at least 30 calendar days following the leave for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would entitle the employee to Family and Medical Leave; or 2) other circumstances beyond the employee's control, the employee will be required to reimburse the State for the State's share of health insurance premiums paid on the employee's behalf during the Family and Medical Leave”.

#### **Article 24 – Term of Contract**

- 24.1 Date changes.
- 24.2 Change the statutory reference to 81-1369 through 81-1388 (was 81-1390). Sections 1389 and 1390 were repealed.

#### **Appendix A**

- C72342 Certified Master Social Worker – changed overtime status to exempt.