

**Changes for the State of Nebraska and NAPE/AFSCME
Labor Contract for 2017-2019
5-18-17**

The following are changes to the 2017-2019 NAPE/AFSCME and State of Nebraska Labor Contract which becomes effective July 1, 2017. Please contact DAS-Employee Relations as questions arise regarding the application and interpretation of these provisions.

Article 1 – Preamble

- 1.1 Date changes only.

Article 2 – Recognition and Union Security

- 2.9 Removed the words, “floppy disk format” and added “a mutually agreeable electronic format” to better describe our updated technology in sending reports to the Union.
- 2.13 Removed the words, “floppy disk” and “and printed list,” and added “mutually agreeable electronic format” to better describe our updated technology in sending reports to the Union.
- 2.14 Removed the words, “a floppy disk” and added “an electronic document” to better describe our updated technology in sending reports to the Union.

Article 3 – Management Rights

- 3.15 Added “and implemented” so that it reads, “The right to develop and implement alcohol and drug testing programs.” After that sentence, we have added information regarding:
- Purpose
 - Applicability
 - Rights and Privacy
 - Methods of Testing
 - Chain of Custody
 - Controlled Substances Tested
 - Alcohol Testing
 - Reports/Documentation
 - Employee’s Opportunity to Discuss Results of a Positive Test
 - Employer/Employee Options to Positive Test Results
 - Definitions

Article 4 – Grievance Procedure

- 4.2 The original Step 1 was eliminated, so delivery of a grievance goes to Agency Head or their designee (rather than first level of supervision outside the bargaining unit). The following language includes how a grievance can be delivered: “The grievance and all related documents from this point forward at all steps shall be presented by hand delivery, by facsimile, by a mutually agreeable electronic format, or through the U.S. Postal Service to the Agency Head and/or his/her Designee.....”.

- 4.4 Throughout the remainder of this Article, there will be changes having to do with only having two steps to the grievance process rather than three.
- 4.5 Step 1 of the grievance will now be delivered to the Agency Head or their Designee rather than “the first level of supervisor on duty and outside the bargaining unit.” The timeframe remains at 15 work days from the occurrence of the grieved action as far as when a grievance and be presented.
- 4.6 thru 4.8 The 2015-2017 provisions of these three sections were eliminated since they addressed the previous Step 1 process. You will find the remainder of this Article renumbered.
- 4.6 Renumbered from 4.9 to 4.6 only.
- 4.7 Renumbered from 4.10 to 4.7, with changes from Step 3 to Step 2. “(Reissue 1987)” was stricken.
- 4.7.1 Renumbered from 4.10.1 to 4.7.1 only.
- 4.7.2 Renumbered from 4.10.2 to 4.7.2. The sentence in the middle, “Cases pending at the third step... was changed to “second step....” since we now have a two-step process.
- 4.7.3 Renumbered from 4.10.3 to 4.7.3 only.
- 4.7.4 Renumbered from 4.10.4 to 4.7.4. At the end of the first sentence, Step 2 changed to Step 1.
- 4.7.5 Renumbered from 4.10.5 to 4.7.5 only.
- 4.7.6 Renumbered from 4.10.6 to 4.7.6 only.
- 4.7.7 Renumbered from 4.10.7 to 4.7.7. In the first sentence, changed “third” to “second.”
- 4.7.8 Renumbered from 4.10.8 to 4.7.8. In the second sentence, “Step 3” changed to “Step 2.”
- 4.7.9 Renumbered from 4.10.9 to 4.7.9 only.
- 4.7.10 Renumbered from 4.10.10 to 4.7.10 only.
- 4.7.11 Renumbered from 4.10.11 to 4.7.11 only.
- 4.7.12 Renumbered from 4.10.12 to 4.7.12 only.
- 4.7.13 Renumbered from 4.10.13 to 4.7.13 only.
- 4.7.14 Renumbered from 4.10.14 to 4.7.14 only.
- 4.8 Moved and renumbered from 4.19 to 4.8. No language changes.
- 4.9 Moved and renumbered from 4.12 to 4.9. No language changes.
- 4.10 Renumbered from 4.11 to 4.10 only.
- 4.11 Renumbered from 4.13 to 4.11 only.
- 4.12 Renumbered from 4.14 to 4.12 only.
- 4.13 Renumbered from 4.15 to 4.13. In second paragraph, first sentence, “Step 3” changed to “Step 2.”
- 4.14 Renumbered from 4.16 to 4.14 only.
- 4.15 Renumbered from 4.17 to 4.15 only.
- 4.16 Renumbered from 4.18 to 4.16 only.
- 4.16.1 Renumbered from 4.18.1 to 4.16.1. 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.

- 4.16.2 Renumbered from 4.18.2 to 4.16.2 only.
- 4.17 Renumbered from 4.20 to 4.17. In the first sentence, struck “and Step 2” after “Step 1.” In the third sentence, we changed “third step” to “second step.”
- 4.18 Renumbered from 4.21 to 4.18 only.
- 4.19 Renumbered from 4.22 to 4.19 only

Article 6 – Union Representatives

- 6.7 Language changed to now read: “Union officers and stewards ~~not to exceed two at any one time from any assigned area as identified in the Appendix and provided a forty-eight hours’ notice is presented in writing by the Secretary or the Chairman of the Union to, and is approved by the supervisor,~~ will be granted leave of absence, accrued vacation or compensatory time, election of type of leave up to employee, for up to two workdays in order to attend Union business, subject to the employing agency’s determination of reasonableness. ~~Such leave shall not be unreasonably denied. In determining whether a State employee’s request is reasonable, the employing agency shall consider public safety and business necessity.”~~
- 6.8 Language changed to now read: “Bargaining unit employees who are the authorized delegates of the local Union, ~~not to exceed one from each bargaining unit,~~ to a State NAPE/AFSCME or International Union Convention, seminar, or other union activity, ~~may, with approval of the Agency Head and/or his/her Designee,~~ will be granted a leave of absence, accrued vacation or compensatory time, election of type of leave up to employee for such purpose, subject to the employing agency’s determination of reasonableness. ~~Such leave shall not be unreasonably denied.~~ Such leave shall not exceed fourteen calendar days during the term of this Contract. In determining whether a State employee’s request is reasonable, the employing agency shall consider public safety and business necessity.

Article 7 – Work Schedule

- 7.7.2 Added “and Behavioral Health Registered Nurse” to also receive shift differential. This is a classification that was created during the 2015-2017 timeframe.

Article 8 – Original Probationary Period

- 8.1 In second sentence, “will not” was changed to “may” which allows an Agency Head the discretion to place a transferred employee on original probation. The last two sentences are new which describes the process whereby an employee can withdraw from consideration or negotiate with the Agency to have the original probation requirement waived, if the Agency decides to place the transferred employee on original probation.

Article 9 – Transfers, Promotions, and Filling Vacant Positions

- 9.1 Struck one sentence and added a new sentence in the middle of section, “~~The Employer shall make reasonable efforts to post vacancies internally at least one day prior to external advertisements.~~ Postings will be made in one or more of the following ways: Internal Posting meaning internal within the Agency; State Internal Posting meaning any permanent Classified System employee may apply; or External Posting meaning State and non-State employees may apply. We also added a new factor (d) of “agency budget/financial considerations” before “Veteran’s preference.”

Article 10 – Discipline or Investigatory Suspension

- 10.9 Changed “one year” to “180 calendar days” in the first sentence, so that it now reads, “In no case will an employee be charged with a disciplinary violation when the employee behavior occurred more than 180 calendar days prior to the initiation of the disciplinary process and has been known by the direct supervisor for more than 180 calendar days.” It previously read, “one year.” The last sentence is new and reads, “In the case of an outside investigation, the 180 calendar days does not commence running until the completion of the outside investigation.”
- 10.11 This is a new provision that reads, “Discipline shall not be imposed on an employee who failed to follow an actual unlawful order or direction.”

Article 11 – Wages

- 11.2 On July 1, 2017, all employees in each bargaining unit shall receive a one percent (1%) salary increase to their annual full-time equivalent salary base.
- 11.2.1 On 7-1-17 the State Patrol Communication Specialist class has the minimum and maximum rates adjusted and incumbents have their salaries adjusted by the same dollar amount as the minimum rate is adjusted.
- 11.2.2 On 7-1-17 the Law Enforcement Instructor class has the minimum and maximum rates adjusted.
- 11.2.3 On 7-1-17 the Parole Trainee, Parole Officer Senior and Parole Officer Specialized classes have the minimum and maximum rates adjusted.
- 11.2.4 On January 1, 2019, the following classifications shall have their minimum rates and maximum rates adjusted upward by three percent (3.00%) and the incumbents of those classifications shall have their salaries adjusted upward by the same dollar amount as the minimum rate is being adjusted.
- | | |
|--|---------------------------------|
| Children and Family Services Specialist | Staff Care Specialist |
| DD Safety & Habilitation Specialist | Staff Care Technician I & II |
| Mental Health Security Specialist I & II | Developmental Technician I & II |
| Youth Security Specialist I & II | |
- 11.3 On January 1, 2019, all employees in each bargaining unit shall receive a one and one-half percent (1.5%) salary increase to their annual full-time equivalent salary base.

- 11.5 On July 1, 2017, each salary rate of all classifications in each bargaining unit pay plan will be adjusted upward by one percent (1%), 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, 2017-2019).
- 11.6 On January 1, 2019, each salary rate of all classifications in each bargaining unit pay plan will be adjusted upward by one and one-half percent (1.5%). (Appendix A, 2017-2019)
- 11.11 Step 3 is changed to Step 2 in the second to the last sentence to coincide with the changes in Article 4.
- 11.12 **Nurse Compensation.** Pay rates are changed to coincide with the pay increases given on 7-1-17 and 1-1-19; and the Behavioral Health Registered Nurse classification is added.
- 11.13 New provision on Longevity Pay. 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 is a new provision 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

- 12.3 A new sentence is added at the end which says, “However, where Appendix language is present, the Appendix language shall prevail.”

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

~~\$1000~~ \$1200 Annual deductible per person, not to exceed ~~\$1200~~ \$1400 in the second year of this labor contract – In Network

~~\$2000~~ 2400 Annual deductible per family, not to exceed ~~\$2400~~ \$2600 in the second year of this labor contract – In Network

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

~~\$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

Co-payment for doctor office visits only, not to exceed ~~\$40~~ \$45.

Co-payment for specialty doctor office visit, not to exceed ~~\$50~~ 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, ~~not to exceed \$10 in the second year of this labor contract~~;

~~\$30.00~~ \$35.00 co-payment for a 30 day supply of Tier 2 drugs, not to exceed ~~\$35~~ \$40 in the second year of this labor contract; and a

~~\$50.00~~ \$55.00 co-payment for a 30 day supply of 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 90 day supply with a cost of two times the 30 day supply for each level of drugs.

~~In the second year of this labor contract the~~ 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.

- 13.3 Removed the following sentence at the end of this section as a new provision was included at 13.3.1: “Optional life insurance will be made available to bargaining unit employees at the employee's cost.”
- 13.3.1 This is a new provision, similar to the language removed in 13.3: The Employer shall offer a group optional life insurance policy for each full-time employee and the employee’s dependents, at the employee’s cost.
- 13.8 This is a new provision to include AD&D, which we already provide, but now we’ll have it in writing.

Article 14 – Authorized Leave

- 14.6.1 New provision. Notwithstanding any other provision in this contract, all vacation leave requests made electronically or in writing will be approved or denied electronically or in writing within seven (7) calendar days of receipt of the request, or within 18 work days of the closing date of their annual vacation scheduling.
- 14.7 The second paragraph is a new provision which incorporates the new State Statute language into the Labor Contract regarding forfeiture of vacation leave and payout.
- 14.11 The second to the last sentence was stricken as it was a duplicate of the sentence preceding it.
- 14.12 In the second sentence, we changed 48 hours to two work days for clarification.
- 14.18 Injury Leave. An additional provision was added to include “Worker’s Compensation” which appears as follows: **Worker’s Compensation:** Any job related injury or disease shall be reported to the proper agency authority as soon as possible, and the agency shall have the responsibility to supply all the necessary information to the Office of Risk Management. No employee shall receive a salary (workers’ compensation plus regular pay) in excess of his or her normal wage. The appropriate employer health insurance contribution will be paid during an absence under workers’ compensation after all accrued leave and compensatory time has been depleted.

Article 15 – Anti - Discrimination and Workplace Harassment

Title The title of the Article has the words, “and Workplace Harassment” added.

15.2 This is a new provision whereby “Employees have the right to a workplace free from sexual harassment, inappropriate physical conduct and threatening behavior.”

Article 17 – Pay During Temporary Transfer

17.1 Removed the words, “in a thirty day period” at the end of the second to the last sentence.

Article 18 – Health and Safety

18.13 The last sentence is new: Nothing in this paragraph is intended to supersede Neb. Rev. Stat. 69-2441 (3), which permits a concealed handgun permit holder to have a firearm in his or her vehicle in a parking area open to the public, when said firearm is securely locked in a glove box, trunk, compartment, or storage box.

Article 24 – Term of Contract

24.1 Date changes.