

## LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT is made and entered into between the Nebraska Association of Public Employees, Local #61 of the American Federation of State, County, and Municipal Employees (NAPE) and the State of Nebraska (State) to correct and amend specified portions of the 2021-2023 Labor Contract (Labor Contract) between the parties.

*The following Articles and Sections of the Labor Contract, specifically portions of the Table of Contents, Article 18, Section 18.5, Article J, and the Index, are to be amended as follows:*

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18.5 (Department of <del>Environmental Quality</del> <u>Environment and Energy</u> employees covered by this Contract see Appendix J for Protective Clothing provisions.)	

### Appendix J – Department of ~~Environmental Quality~~ Environment and Energy

Pursuant to section 18.5 the following provisions shall apply to Department of ~~Environmental Quality~~ Environment and Energy employees covered by this Contract:

- J.1 Where the Department of Environmental Quality requires the wearing of safety and protective clothing, the Department shall provide such items and shall provide for the maintenance of safety equipment in proper working condition. Employees shall not use such items for personal use.
- J.2 The Department of ~~Environmental Quality~~ Environment and Energy shall continue the past practice of making available phones for use by field staff.
- J.3 The Department of ~~Environmental Quality~~ Environment and Energy shall make first aid kits available.
- J.4 The Department of ~~Environmental Quality~~ Environment and Energy shall provide appropriate training regarding safety and the use of protective equipment.
- J.5 The Department of ~~Environmental Quality~~ Environment and Energy agrees to establish an agency Labor Management Committee to address Health and Safety concerns.

*Article 5, Section 5.8 of the 2021-2023 Labor contract shall be amended as follows:*

- 5.8 Employees who have retired shall not be eligible for recall. Other employees or former employees who have been laid off are eligible for reinstatement to their previous classification or to a lower classification within the same series for ~~24~~ 12 months after layoff. The right of reinstatement to the previous or lower classification with the same series means that any employee laid off shall be offered a vacant position with the same or lower minimum rate of pay in the same series from which he/she was laid off, provided he/she meets the minimum qualifications for the vacancy before a new employee may be hired or current employee promoted.

*Article 11, Section 11.8 of the 2021-2023 Labor contract shall be amended as follows:*

- 11.8 Promotions. A bargaining unit member who is promoted to a classification with a higher minimum rate of pay shall be placed on the nearest step in the new pay line which results in an increase of:

5% for promotions where the new classification's minimum rate of pay is equal to or greater than 7.5% but less than 15% above the minimum rate of pay of the classification which the employee occupied prior to promotion; 7.5% for promotions where the new classification's minimum rate of pay is equal to or greater than 15% but less than 22.5% above the minimum rate of pay of the classification which the employee occupied prior to promotion; or

10% for promotions where the new classification's minimum rate of pay is equal to or greater than 22.5% above the minimum rate of pay of the classification which the employee occupied prior to promotion.

The employee's salary shall be at least at the minimum rate of pay for the new classification. In no case, shall the employee be paid more than the maximum rate of pay of the new classification.

~~In the following 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 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.~~

Article 12, Section 12.5 of the 2021-2023 Labor contract shall be amended as follows:

12.5 Employees in classifications in bargaining units covered by this Labor Contract shall be eligible for time and one-half overtime compensation except for those classifications identified in Appendix A as exempt. Those classifications identified as exempt in Appendix A shall not be eligible for time and one-half overtime.

Notwithstanding the above, the parties shall meet and negotiate concerning additions and/or deletions to overtime status. The meeting shall be at the call of either party.

Employees determined to be ineligible for overtime, ~~under this agreement~~ if entitled to overtime under the Fair Labor Standards Act (FLSA), shall be compensated at time and one-half for overtime hours worked.

The classification pay plan for the Statistical Clerk (S13211) located in Appendix A of the 2021-2023 Labor Contract shall be stricken in its entirety and replaced with the following:

S13211 Statistical Clerk I	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
	12.000	12.120	12.241	12.364	12.487	12.612	12.738	12.866	12.994	13.124
	<b>Step 11</b>	<b>Step 12</b>	<b>Step 13</b>	<b>Step 14</b>	<b>Step 15</b>	<b>Step 16</b>	<b>Step 17</b>	<b>Step 18</b>	<b>Step 19</b>	<b>Step 20</b>
	13.255	13.388	13.522	13.657	13.794	13.932	14.071	14.212	14.354	14.497
	<b>Step 21</b>	<b>Step 22</b>	<b>Step 23</b>	<b>Step 24</b>	<b>Step 25</b>	<b>Step 26</b>	<b>Step 27</b>	<b>Step 28</b>	<b>Step 29</b>	<b>Step 30</b>
	14.642	14.789	14.937	15.086	15.237	15.389	15.543	15.699	15.855	16.014
	<b>Step 31</b>	<b>Step 32</b>	<b>Step 33</b>	<b>Step 34</b>	<b>Step 35</b>	<b>Step 36</b>	<b>Step 37</b>	<b>Step 38</b>	<b>Step 39</b>	<b>Step 40</b>
16.174	16.336	16.490	16.664	16.831	16.999	17.169	17.341	17.514	17.689	

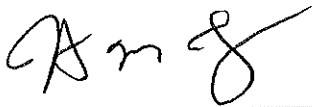
The classification pay plan for the Parole Officer Trainee (C66551), Parole Officer Senior (C66552), and Parole Officer/Specialized (C66553) located in Appendix A of the 2021-2023 Labor Contract shall be stricken in their entirety and replaced with the following:

C66010 Parole Officer	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
	\$23.221	\$23.453	\$23.688	\$23.925	\$24.164	\$24.406	\$24.650	\$24.896	\$25.145	\$25.396
	<b>Step 11</b>	<b>Step 12</b>	<b>Step 13</b>	<b>Step 14</b>	<b>Step 15</b>	<b>Step 16</b>	<b>Step 17</b>	<b>Step 18</b>	<b>Step 19</b>	<b>Step 20</b>
	\$25.650	\$25.907	\$26.166	\$26.428	\$26.692	\$26.959	\$27.228	\$27.501	\$27.776	\$28.053
	<b>Step 21</b>	<b>Step 22</b>	<b>Step 23</b>	<b>Step 24</b>	<b>Step 25</b>	<b>Step 26</b>	<b>Step 27</b>	<b>Step 28</b>	<b>Step 29</b>	<b>Step 30</b>
	\$28.334	\$28.617	\$28.904	\$29.193	\$29.485	\$29.779	\$30.077	\$30.378	\$30.682	\$30.989
	<b>Step 31</b>	<b>Step 32</b>	<b>Step 33</b>	<b>Step 34</b>	<b>Step 35</b>	<b>Step 36</b>	<b>Step 37</b>	<b>Step 38</b>	<b>Step 39</b>	<b>Step 40</b>
\$31.298	\$31.611	\$31.927	\$32.247	\$32.569	\$32.895	\$33.224	\$33.556	\$33.892	\$34.231	

The classification pay plan for the Pharmacist (noted as H74730) located in Appendix A of the 2021-2023 Labor Contract shall be amended as follows:

<b>H74730</b> <b>H74731</b> Pharmacist	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
	\$28.287	\$28.570	\$28.856	\$29.144	\$29.436	\$29.730	\$30.027	\$30.327	\$30.631	\$30.937
	<b>Step 11</b>	<b>Step 12</b>	<b>Step 13</b>	<b>Step 14</b>	<b>Step 15</b>	<b>Step 16</b>	<b>Step 17</b>	<b>Step 18</b>	<b>Step 19</b>	<b>Step 20</b>
	\$31.246	\$31.559	\$31.874	\$32.193	\$32.515	\$32.840	\$33.169	\$33.500	\$33.835	\$34.174
<b>Step 21</b>	<b>Step 22</b>	<b>Step 23</b>	<b>Step 24</b>	<b>Step 25</b>	<b>Step 26</b>	<b>Step 27</b>	<b>Step 28</b>	<b>Step 29</b>	<b>Step 30</b>	
\$34.516	\$34.861	\$35.209	\$35.561	\$35.917	\$36.276	\$36.639	\$37.005	\$37.375	\$37.749	
<b>Step 31</b>	<b>Step 32</b>	<b>Step 33</b>	<b>Step 34</b>	<b>Step 35</b>	<b>Step 36</b>	<b>Step 37</b>	<b>Step 38</b>	<b>Step 39</b>	<b>Step 40</b>	
\$38.127	\$38.508	\$38.893	\$39.282	\$39.675	\$40.071	\$40.472	\$40.877	\$41.286	\$41.699	

Dated this 30 day of June, 2021.



Justin Hubly, Executive Director  
NAPE/AFSCME



Sean Davis, Chief Negotiator  
State of Nebraska