

Summary of Changes for the State of Nebraska and NAPE/AFSCME 2021-2023 Labor Contract

The following are changes to the 2021-2023 Labor Contract between the State of Nebraska and NAPE/AFSCME which will become effective July 1, 2021. Please contact DAS Employee Relations with any questions regarding the application and/or interpretation of these or any other provisions.

A brief overview is below with the adjusted language following. For reference, underlined language is new language, and stricken language is language that is being removed.

WAGES

Article 11.2 through 11.3.1

- A 40 step pay plan is being implemented for NAPE teammates. Classification pay plans are outlined in Appendix A.
 - Step 1 will be the current Minimum Hourly Rate for most classifications.
 - Step 1 for every classification will now be at least a \$12.00 hourly rate.
 - Each step is 1% above the previous step in the pay plan.
- As part of State Personnel's consolidation project, teammates in select job families/classifications will be reclassified on July 1, 2021 when the new Labor Contract becomes effective and prior to pay increases. No teammate will experience a loss in pay as a result. More information will be available in the coming months in relation to this reclassification action.
- On July 1, 2021 teammates are placed on Step 1 or the nearest step above their June 30, 2021 hourly rate.
- On July 1, 2021, post reclassification and placement, teammates whose performance has been scored satisfactory for the past calendar year will advance two steps on the pay plan (2%).
 - Nurse classifications on the Nurse Matrix (Article 11.12) shall receive a 2% increase to their annual full-time equivalent salary base subject to the same performance requirements.
- On July 1, 2022, teammates whose performance has been scored satisfactory for the past calendar year will advance one step on the pay plan (1%).
 - Nurse classifications on the Nurse Matrix (Article 11.12) shall receive a 1% increase to their annual full-time equivalent salary base subject to the same performance requirements.

SUBSTANTIVE CHANGES

Article 2.15 and 2.16	Labor Contract training made available to teammates and people leaders.
Article 2.17	Teammates may utilize state equipment for the purposes of filing grievances under specific guidelines.
Article 4.4	Step 1 and/or the Mini-Hearing may be waived by mutual consent of both parties and the Employee Relations Administrator.
<u>Article 5</u> 5.6 5.9 5.12 5.14	Alters the time period for certain bumping and recall/reinstatement rights from 24 months to 12 months.
Article 7.7.1	Increases the shift differential for 3 rd shift weekends (Friday and Saturday) from \$1.50 to \$1.75. Due to reclassifications and an expansion to other specified direct care staff the list of applicable classifications is also adjusted.
Article 7.9	On Call/Standby Pay has increased from 8% of the normal hourly rate to 12%. Teammates may not be placed in an on call status for more than 7 calendar days in a pay period unless they agree to it.
Article 10.2	Alteration to reasons for imposing disciplinary action to more closely align with performance management language.
Article 10.10	Agencies have 30 calendar days after the pre-disciplinary hearing to take action or no discipline shall be imposed excepting criminal conduct. An extension of 15 calendar days is available.
<u>Article 11 and 19</u> 11.8 11.9 11.10 19.6	Updates to incorporate the establishment of step pay plans. Teammates reverting to a classification from which they were promoted have a salary review of only the past 5 years.
Article 11.11	In-grade hiring requests and salary adjustments may proceed without Union approval up to Step 12 of a classification's pay plan. All other requirements still apply.
Article 14.1 and 14.18	Columbus Day and Injury Leave are now available to teammates in the E bargaining unit.
Article 14.27 and 14.27.1	Discretion for Agency Heads/Designees to waive the FMLA requirement under the Maternity Leave Donation Program.
Article 26	Creation of Article 26 Performance Management. Performance standards and expectations are to be shared with teammates at the beginning of evaluation periods, reviewed often, and shall be

	<p>in SMART goal format. Agency performance evaluation systems must be approved by State Personnel and shared with the Union. Evaluations will take place upon completion of original probation and on an annual basis with final completion on April 1st. Each evaluation must be reviewed by the evaluator's supervisor and discussed with the teammate who may submit written comments within 7 calendar days. At least three copies shall be retained in a teammate's personnel file, and teammates receive a copy of each evaluation. If rated unsatisfactory for two consecutive years at the same agency and division, a teammate may grieve the most recent evaluation.</p>
Appendix A	<p>Outlines the 40 step pay plan for each classification, and is therefore longer than in past contracts. The Appendix has been updated to reflect the coming reclassifications.</p>
<u>Appendix C</u>	<p>CFS Specialists and DD Service Coordinators allowed option of 4 hours of overtime in a week if caseload exceeds 120% of the recommended caseload.</p>
C.1.3	
C.2.9	
C.2.10	<p>If schedules are subject to bid it shall be performed on a seniority basis.</p>
C.2.11	
C.2.12	<p>Feedback regarding changes to processes, rules, regulations or other related matters shall be provided to teammates. Performance evaluations may not be impacted by "unplanned" sick or vacation leave excepting cases of abuse or patterns of usage. Productivity goals are to be adjusted for time on approved leave.</p>
Appendix D.10	<p>If the Union does not select a representative for the Safety Committee within 90 days of a vacancy, the Agency shall make the selection.</p>
<u>Appendix L</u>	<p>Teammates assigned mandatory overtime shall be provided 72 hours' notice and flexible work arrangements except in cases of emergency.</p>
L.4	
L.4.1	
L.5	<p>A Labor/Management Committee for the Unemployment Benefits Unit is established on a quarterly basis to discuss workload, reporting and other goals.</p>
<u>Appendix Q</u>	<p>Military Firefighters shall receive a one-time payment of sick leave upon retirement or death for one-quarter of the sick leave bank not to exceed 672 hours.</p>
Q.8	
Q.9	
Q.10	<p>Establishments of the NEMA Watch Officer Schedule and adjustment process.</p>
Q.11	
Q.12	
Appendix S.4	<p>Teammates may be subject to audio monitoring and recording in public facing workspaces for the purpose of workplace safety and training.</p>

CONTRACT UPDATES AND CLEAN UP

Article 1.1	Dates updated.
Article 3.15	The alcohol and drug testing section of the Labor Contract becomes its own standalone Article—Article 27 Employee Drug and Alcohol Testing.
Article 4.7.11 and 4.7.13	Updates to specifically provide that decisions from both arbitrators and State Personnel Board hearing officers may be received via email.
Article 6.9	Updates to allow the Union orientation to take place at a time decided via mutual consent and notices to be supplied virtually.
Article 10.7	Updating of language in reference to inmates and clients/residents at 24 hour facilities.
Article 11.5 and 11.6	Dates updated.
Article 14.19	Inserted reference to Appendix Q- Nebraska Military Department.
Article 24.1	Dates updated.
Appendix R.1 and R.2	Deletion of these sections.
Appendix U.2 and U.3	State Fire Marshall shall provide land line or cell phone at its discretion, and clothing requirements in U.3 are deleted.

State of Nebraska and NAPE/AFSCME 2021-2023 Labor Contract

Language Changes

1.1 This Contract made and entered into this ~~16th day of April, 2019~~ [DATE] at Lincoln, Nebraska, pursuant to the provisions of Chapters 48 and 81, Reissue Revised Statutes of Nebraska, 1943 (R.R.S.) by and between the State of Nebraska (*hereinafter referred to as the Employer*) and the Nebraska Association of Public Employees, Local #61 of the American Federation of State, County, and Municipal Employees (*hereinafter referred to as the Union*), as representative of employees, except as modified by Article 2.2, employed by the State of Nebraska in classes assigned to the following bargaining units as certified by the Nebraska Commission of Industrial Relations (CIR):

Maintenance, Trades and Technical (M)	Administrative Professional (A)
Social Services and Counseling (C)	Administrative Support (S)
Health and Human Care/Non-Professional (I)	Examining, Inspection & Licensing (X)
Health and Human Care Professional (H)	Engineering, Science and Resources (E)

2.15 Upon a request from the Union, the Employer will provide an opportunity for a Union representative(s) to meet with bargaining unit employees for up to one hour during the employee's normal work day. The meeting will occur on non-paid time, in a non-workspace normally used for employee meetings. Attendance by employees at such meetings shall be voluntary. Employees will be allowed the opportunity to flex their lunch period in order to attend the meeting provided he/she receives approval from his/her supervisor in advance. Such approval may not be unreasonably withheld. Stewards may use steward time for such meetings when it occurs during their normal work time.

2.16 The Employer shall make labor contract training available to supervisors and managers on an annual basis.

2.17 Employees are authorized to make reasonable use of email, copiers, fax machines, and computers for grievance filing. Such use of equipment shall be limited to non-work time, shall be brief in duration and frequency, and shall not interfere with the performance of their official duties or cause disruption to the workplace. The Agency Head/Designee may revoke these privileges if an employee has been found to have abused these privileges.

4.4 Failure to file a grievance at either of the two steps within the established time limits shall cause the employee to forfeit grievance rights on the issue in question unless the Employer, in its discretion, extends the time limit. Should an employee fail to properly file a grievance form, the Agency Head and/or his/her Designee shall notify grievant of

such failure and stay the time limit for filing a grievance for no more than two additional work days beyond the day the Agency Head and/or his/her Designee informed the employee that the grievance had been improperly filed. Failure to answer a grievance shall be deemed a denial of the relief requested and the grievant may forward the grievance to the next step. Either party to a grievance may request that Step 1 and/or the Mini-Hearing process be waived and the grievance proceed to the next appropriate step in the grievance process. Such requests must be mutually agreed to by both parties in writing and submitted to the Employee Relations Administrator for approval or denial. If approved the grievance shall be forwarded to the next appropriate step in the grievance process. If denied the grievance shall proceed through the normal grievance process. The decision of the Employee Relations Administrator on the waiver request may not be grieved.

- 4.7.11 The decision of the arbitrator shall be made in writing within 60 calendar days of the conclusion of the hearing and shall include findings of fact and conclusions of law. The findings of fact shall consist of a concise statement of the conclusions upon each contested issue of fact. Parties to the proceeding and the DAS Employee Relations Division, shall receive a copy of the decision by first class U.S. Mail or by electronic mail, response receipt requested. The Arbitrator's decision will become public record upon submittal to the parties. If the arbitrator does not render a decision within 60 calendar days from the date the arbitration hearing concludes (the last day of the hearing or the date the last brief was received, whichever is later), a penalty of \$50 per day will be imposed and deducted from the arbitrator's fee for each day over 60 calendar days the decision is late, until the decision is received. This penalty may only be waived upon mutual agreement of the parties and the Administrator of the DAS Employee Relations Division.
- 4.7.13 The Administrator of the DAS Employee Relations Division/designee shall have the authority to set time limitations for: the length of time within which a hearing officer must be chosen; the amount of time the parties will have to present their case (although each party will receive the same amount of time); the time within which a case must be heard after a hearing officer is appointed; the length of time that will be allowed for the parties to submit post hearing briefs; and the period of time after a hearing within which the hearing officer must enter his/her decision. Post hearing briefs shall not be allowed in any case unless the parties and the hearing officer are all in agreement as to the need for such briefs. The recommended decision of the hearing officer shall be made in writing within 60 calendar days of the conclusion of the hearing and shall include findings of fact and conclusions of law. The findings of fact shall consist of a concise statement of the conclusions upon each contested issue of fact. The DAS Employee Relations Division ~~and NAPE/AFSCME,~~ shall receive from the hearing officer a copy of the recommended decision by first class U.S. Mail or by electronic mail, response receipt requested. If the hearing officer does not render a recommended

decision within 60 calendar days from the date the appeal hearing concludes (the last day of the hearing or the date the last brief was received, whichever is later), a penalty of \$50 per day will be imposed and deducted from the hearing officer's fee for each day over 60 calendar days the recommended decision is late, until the recommended decision is received. This penalty may only be waived upon mutual agreement of the parties and the Administrator of the DAS Employee Relations Division.

- 5.6 Subject to the limitations of the agency layoff plan, the rights of the laid off employee shall be in the following sequential order:
- a. If there is a vacant position in the same classification within 25 miles, the employee shall, if qualified, in order of seniority, transfer to the vacant position. If more than one vacancy exists in the same classification, the employee may choose which vacancy they want to fill. In no event shall an employee be required to accept a transfer or reassignment in excess of twenty-five miles from their current work location. Employees may, if qualified, voluntarily accept a vacant position of the same classification more than 25 miles away.
 - b. In lieu of bumping, an employee may transfer to a vacant position of the same or lower minimum rate of pay which the employee is qualified to hold. If more than one vacancy exists in the same classification, the employee may choose which vacancy they want to fill. Affected bargaining unit employees with the highest seniority shall have first choice. The salary of the employee selecting transfer shall be set in accordance with section 5.7 of this Article. If two or more laid off employees have the same service anniversary date and elect to transfer to the same vacant position, this tie shall be broken by lot.
 - c. In order to provide the most efficient continued operation of the Agency, employees occupying positions designated for layoff and who elect to exercise his/her bumping rights shall, except in situations where specific job related factors are involved, bump employees with the least seniority in the following sequence:
 1. positions of the same classification; In any agency when two or more employees of the same classification are being laid off concurrently, the employee with the most state seniority shall have the first choice of the positions eligible to be bumped into, however, no employee shall be allowed to bump a more senior employee. The positions eligible to be bumped into shall equal the number of positions of the same classification in the agency which will remain occupied, or the total number of positions being reduced, whichever is the smaller number. The positions eligible to be bumped shall be the ones occupied by employees with the least state seniority.

2. positions within the same classification series assigned to a classification with a lower minimum rate of pay;
 3. positions within classifications the employee occupied within the previous 2412 months of an equivalent or lower minimum rate of pay;
 4. positions within the same classification series as the employee occupied within the previous 2412 months with a lower minimum rate of pay.
 5. positions assigned to a classification with a higher minimum rate of pay if the employee actually performed the duties of the higher level position and was reclassified to a position assigned to a classification with a lower minimum rate of pay within the previous 2412 months for other than disciplinary or voluntary reasons.
 6. positions of the same classification at any Agency location occupied by an employee with the least seniority in that classification.
 7. positions of a lower classification in the same series at any Agency location occupied by an employee with the least seniority in that classification series.
 8. previously held positions in other agencies within the last 2412 months if the employee's duties and responsibilities were reassigned from one agency to another agency.
- d. Agencies shall provide employees occupying positions designated for layoff seven calendar days to respond to bumping options.
 - e. Employees who are bumped from their positions shall be able to exercise their rights as outlined in Section 5.6. The seniority of an employee shall be based on service anniversary date as defined in 5.5.b.

5.9 Any employee laid off shall be offered a position in the classification from which he/she was laid off, provided he/she meets the minimum qualifications for the position before a new employee may be hired for such position by the Agency if such opening becomes available within 2412 months of the employee's layoff. If the employee was exempt from the current minimum qualifications for the position before the employee was laid off, the employee shall be exempt from the current minimum qualifications for purposes of recall. Employees or former employees declining reinstatement to a position of a lower classification within the same series

shall be given the opportunity to be reinstated to a position of their previous classification, if positions become available within the 2412 month period.

5.12 Employees or former employees reinstated within 2412 months to a position of their previous classification (held at the time of layoff) shall return at the same distance into the salary range the employee was at when he/she left State employment. Employees reinstated shall not be required to serve an original probationary period, unless this probationary period was not completed prior to layoff. In those instances where the employee was serving a probationary period upon layoff, the probationary period will be completed upon reinstatement.

5.14 Employees reinstated during the 2412-month period shall retain all previously accumulated sick leave, except that employees who have previously received payment for one-quarter of their sick leave balance shall start with a zero sick leave balance. Employees eligible for retirement who are laid off shall have the option to defer the payment of one-quarter of their sick leave account for up to 2412 months. Should the laid off employee return to state employment within 2412 months, the employee's sick leave balance and service date shall be reinstated (minus time in a non-pay status). Should the laid off employee not obtain further state employment at the end of the 2412-month period, the agency from which they left shall pay them one-quarter of their sick leave account.

6.9 The Employer agrees to include a Union orientation notice, which shall be in electronic form when the employee receives a virtual orientation, in the ~~packet of material~~ provided to new employees, such notice to be supplied voluntarily by the union. Upon a request from the Union, the Employer will provide an opportunity for a Union representative to meet with new employees for up to twenty (20) minutes ~~at the close of the~~ at a time mutually agreed to by the Employer and the Union during the orientation session, or where orientation is not provided, to meet with new employees for up to twenty (20) minutes during the work day, in a non-work space normally used for employee meetings. Attendance by new employees at such meetings shall be voluntary. Stewards may use steward time for orientation when it occurs during their normal work time.

~~(Department of Transportation employees covered by this Contract see Appendix D for orientation provisions.)~~

7.7.1 Shift differential for all direct care staff is as follows for the following classifications:

2nd and 3rd shifts weekdays \$1.00

1st shift weekends (Saturday and Sunday) and holidays \$1.25

2nd shift weekends (Saturday and Sunday) and holidays \$1.50

3rd shift weekends (Friday and Saturday) and holidays ~~\$1.50~~ \$1.75

Developmental Technician I, II

Food Service ~~Aide~~ Worker

Staff Care Specialist

Food Service Assistant

Staff Care Technician I, II

~~Food Service Cook~~

Licensed Practical Nurse

Maintenance Technician

~~Food Service Aides, Food Service Assistants, and Food Service Cooks~~ Workers who work between 6:00 p.m. and 6:00 a.m. shall receive shift differential at the second shift rates for all hours worked between those hours. ~~Food Service Aides, Food Service Assistants, and Food Service Cooks~~ Workers who work at least three (3) consecutive hours and have any hours worked between the 6:00 p.m. and 6:00 a.m. time frame shall be guaranteed a minimum of three (3) hours of 2nd shift differential pay. For employees who start their shift between 6:00 p.m. and 6:00 a.m. and do not work three (3) consecutive hours, they will be paid 2nd shift differential for only the hours worked. As these employees do not work traditional shifts, the employing agency, in consultation with the union, shall designate the assigned shift of each food service position.

7.9 **On Call/Standby Pay:** Employees eligible for overtime under this Agreement, and required to be on-call/standby status shall be compensated at the rate of ~~8%~~ 12% of the normal hourly rate of pay for each hour in such on-call/standby status. Employees shall not be placed in an on-call status for more than seven (7) calendar days in a pay period unless agreed to by the employee.

10.2 **Reasons for Imposing Disciplinary Action** – Appropriate disciplinary action, subject to just cause as defined in Article 10, may be taken for any of the following offenses for violating reasonable agency work rules including those contained in agency policy and procedures manuals, legally promulgated rules and regulations, or for violating any provision of the NAPE/AFSCME and State of Nebraska Labor Contract:

a. Violation of, or failure to comply with, the Labor Contract, State constitution or statute; an executive order; regulations, policies or procedures of the employing agency; or legally promulgated published rules.

b. Failure or refusal to comply with a lawful order or to accept a proper assignment from an authorized supervisor.

c. Inefficiency, ~~incompetence~~ or ~~gross~~ negligence in the performance of duties, or failure to meet clearly established performance expectations.

- d. Unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcoholic beverage in the workplace or reporting for duty under the influence of alcohol and/or unlawful drugs. Use of a controlled substance by the employee as prescribed by his/her physician and/or other licensed health practitioner shall not be a violation.
- e. Negligent or improper use of state property, equipment or funds, or conversion of state property. This includes transmitting threatening, obscene, or harassing material through the State's communication systems.
- f. Bribery to gain, or attempt to gain, promotion, leave, or favorable assignment for individual benefit or advantage.
- g. Falsification or intentional omission of required information on the employment application/resume.
- h. Unauthorized use or abuse of any type of leave, meal or rest periods.
- i. Repeated tardiness or unauthorized leave, including unauthorized departure from the work area.
- j. Failure to maintain appropriate working relationships with the public, employees, supervisors, or managers while on the job or when performing job related functions.
- k. Failure to obtain and maintain a current license or certification required by law or agency standards as a condition of employment.
- l. Conviction of a felony.
- m. Acts or conduct which adversely affects the employee's performance and/or the employing agency's performance or function.
- n. Work place harassment based, in whole or in part, on race, color, sex, religion, age, disability or national origin, which manifests itself in the form of unwelcome comments, jokes, printed material and/or unwelcomed sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature.
- o. Display of materials and/or the utterance of offensive comments in the workplace that are derogatory towards a group or individual based upon race, gender, color, religion, disability, age or national origin.

10.7 No employee shall receive disciplinary action or unpaid investigatory suspension based solely on the uncorroborated statements of ~~inmates/forensic patients~~ inmates or clients/residents of a 24 hour facility.

10.10 ~~Whenever the results of a predisciplinary hearing are forwarded to the Agency Head for resolution, the Director/Designee will respond within thirty (30) calendar days of receipt, except when the parties mutually agree to extend the time limit. If a response is not received within 30 calendar days, or the extended period if the time for response is extended, then the discipline recommended to the Agency Head/Designee shall be implemented.~~ After the conclusion of a pre-disciplinary hearing the Agency Head/Designee shall have thirty (30) calendar days to impose disciplinary action or dismiss the allegations. The Agency Head/Designee may extend the amount of time to impose disciplinary action or dismiss the matter by not more than fifteen (15) calendar days. The extension shall be issued in writing. If disciplinary action is not imposed within the thirty (30) calendar days, or the extended period if applicable, then disciplinary action shall not be imposed for the alleged offense/s. If the allegations contain criminal conduct that could result in the employee being charged with a misdemeanor or felony, the time limits outlined above will not apply until the employee is either convicted or the charges are dismissed.

11.2 On July 1, 2021 pay lines, except those in classifications outlined in Article 11.2.2, shall be established in Appendix A according to the following guidelines: Pay lines shall consist of 40 steps with each individual step being a one percent (1%) increase over the preceding step's listed hourly rate; for example Step 2 shall represent a one percent (1%) increase over the hourly rate represented at Step 1. The Minimum Hourly Rate for each classification shall be Step 1, and each pay line shall extend 40 steps with each classification's Maximum Hourly Rate represented as Step 40.

On July 1, 2021, all employees, except those in classifications outlined in Article 11.2.2, shall be placed on the pay lines established in Appendix A as follows: All employees whose hourly rate of pay as of June 30, 2021 is below their respective classification's minimum hourly rate of pay outlined in Appendix A will be moved to the new minimum hourly rate of pay, represented as Step 1 for each classification. All employees whose current rate of pay is above their respective classification's minimum hourly rate of pay outlined in Appendix A will be placed at the step immediately above their hourly rate of pay as of June 30, 2021.

11.2.1 Post-placement in accordance with Article 11.2 on the appropriate step as outlined in Appendix A, on July 1, 2021 all employees whose performance has been scored at least satisfactory by their agency for the past calendar year shall advance two steps on their respective pay line as outlined in Appendix A. In cases where an employee has completed an original probationary period, or any other applicable probationary period, and should have received an annual performance review or probationary period performance review but no annual performance review or probationary period performance review for the past calendar year has been completed, that employee's performance will be deemed satisfactory for the past calendar year. Employees who are at or above the highest step in their respective classification, the maximum rate of pay, shall receive the same

percentage increase as employees within the range. This increase, where applicable, shall be added to their annual full-time equivalent salary base. For July 1, 2021 the percentage increase for those employees at or above the highest step in their respective classification will be two percent (2%).

11.2.2 On July 1, 2021 employees in classifications specified in and subject to Article 11.12 will receive a 2% salary increase to their annual full-time equivalent salary base. This increase shall be available to those whose performance has been scored at least satisfactory by their agency for the past calendar year. The minimum rate and maximum rate of pay for each classification specified in and subject to Article 11.12 will be established per the pay range assignments found in Appendix A.

11.3 On July 1, 2022, all employees, except those in classifications outlined in Article 11.3.1, whose performance has been scored at least satisfactory by their agency for the past calendar year shall advance one step on their respective pay line as outlined in Appendix A. In cases where an employee has completed an original probationary period, or any other applicable probationary period, and should have received an annual performance review or probationary period performance review but no annual performance review or probationary period performance review for the past calendar year has been completed, that employee's performance will be deemed satisfactory for the past calendar year. Employees who are at or above the highest step in their respective classification, the maximum rate of pay, shall receive the same percentage increase as employees within the range. This increase, where applicable, shall be added to their annual full-time equivalent salary base. For July 1, 2022 the percentage increase for those employees at or above the highest step in their respective classification will be one percent (1%).

11.3.1 On July 1, 2022 employees in classifications specified in and subject to Article 11.12 will receive a 1% salary increase to their annual full-time equivalent salary base. This increase shall be available to those whose performance has been scored at least satisfactory by their agency for the past calendar year.

11.5 On July 1, ~~2019~~2021, each salary rate of all classifications in each bargaining unit pay plan will remain the same as each classification was on June 30, ~~2019~~2021, except as provided in Section 11.2.1. (Appendix A ~~2019-2021~~2021-2023)

11.6 On July 1, ~~2020~~2022, each salary rate of all classifications in each bargaining unit pay plan will remain the same as each classification was on June 30, ~~2020~~2022, except as provided in Section 11.3.1. (Appendix A ~~2019-2021~~2021-2023)

11.8 **Promotions.** A bargaining unit member who is promoted to a classification with a higher minimum rate of pay shall ~~have his/her salary increased by~~ 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.

11.9 **Demotions.** A bargaining unit member who is demoted, either voluntarily, or as a result of disciplinary action, from a classification with a higher minimum rate of pay to a classification with a lower minimum rate of pay, ~~shall have his/her salary decreased by~~ shall be placed on the nearest step in the new pay line which results in a decrease of:

5% for demotions where the new classification's minimum rate of pay is at least 7.5% below but not more than 15 % below the minimum rate of pay of the classification which the employee occupied prior to demotion;

7.5% for demotions where the new classification's minimum rate of pay is at least 15% below but not more than 22.5% below the minimum rate of pay of the classification which the employee occupied prior to demotion; or

10% for demotions where the new classification's minimum rate of pay is at least 22.5% below the minimum rate of pay of the classification which the employee occupied prior to demotion.

An employee who is ~~demoted~~ reverting back, either voluntarily or as a result of a disciplinary action, to a classification with a lower minimum rate of pay from which they were promoted in the last five (5) years, will be returned to their previous salary, adjusted for any ~~general~~ merit or cost of living increases that may have been applied during the time they were in the higher level position.

Under no circumstances will the employee's salary be less than the minimum rate of pay of the new classification nor greater than 5% above the maximum rate of pay for the new classification. (See Section 19.11 for salary adjustments for downward reclassifications.)

11.10 A former employee may be rehired at a salary that is up to the same ~~percentage into the range~~ numbered step as their former classification.

11.11 The Director of State Personnel will forward in-grade hiring requests and in-grade salary adjustments to the Employee Relations Administrator when such requests exceed Step 12 of the pay line for any classification. Such requests shall include, if applicable, similar salary adjustments for incumbent employees possessing the same job qualifications or unique job-related factors. The Union and the Employee Relations Administrator will discuss these requests, meet concerning them if necessary, and in instances where both parties agree with the request, it will be implemented. The Union will respond to such requests within one and one-half workdays of receipt of the request. In the event the parties are unable to reach an agreement in conjunction with such requests, the Employer shall have the ability to hire employees into the range and make appropriate equity adjustments to other employees in the same agency and classification. The Union shall be entitled to initiate a grievance on behalf of named adversely affected employees in the same agency and classification, at Step 2 of the process. The employee must sign the grievance, and the employee may withdraw his/her name from the grievance at any point during the process.

14.1 **Holidays:** The following holidays, are compensated holidays for employees in all bargaining units, ~~except the "E" Bargaining Unit~~, and are scheduled on the dates indicated below:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Arbor Day	Last Friday in April
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Day	December 25

(Educational Telecommunications Commission employees covered by this Contract see Appendix N for Holiday provisions.)

(Nebraska Military Department firefighters covered by this Contract see Appendix Q for Holiday provisions.)

~~All "E" Bargaining Unit employees will receive compensation for all above holidays except for Columbus Day.~~

- 14.18 **Injury Leave:** All employees, ~~except "E" Bargaining Unit employees,~~ who are disabled as a result of a job-related injury or disease, which is deemed compensable by Worker's Compensation, may be granted injury leave, pursuant to Neb. Rev. Stat. Sec. 48-119, not to exceed five of the employee's normal working shifts for any particular injury. A working shift is counted even if an employee is absent for any portion of their assigned shift. Disabled shall mean unable to perform the essential functions usually encountered in one's employment due either to an injury/disease or to treatment for an injury/disease.
- a. 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.
 - b. No employee shall receive a salary (workers' compensation plus regular pay) in excess of his or her normal wage.
 - c. Health insurance with the appropriate employer contribution will be paid during an absence under workers' compensation after all accrued leave and compensatory time has been depleted.

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.

- 14.19 **Military Leave:** Military leave shall be granted in accordance with applicable federal and state laws, and is limited to 120 hours a year, with no accumulation of unused leave carried over to the following calendar year. Such military leave may be taken in hourly increments. Employees who are members of the National Guard or Reserve shall provide their Unit Training Assembly (drill) schedule to their supervisor as soon as it is available from the Military Unit. Where practicable, the Agency shall allow the employee to flex his/her work schedule to accommodate Unit Training Assembly (drill) schedules.

(Nebraska Military Department firefighters covered by this Contract see Appendix Q for Military Leave provisions.)

- 14.27 **Maternity Leave Donation (MLD) Program.** When an expectant or new 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. Eligibility may be extended to those without an approved Family Medical Leave at the discretion 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 or new mother of a newborn baby
 - b. FML request has been approved by the agency or the agency head and/or designee has waived need for this approval
 - c. Have exhausted all earned sick leave
 - d. Have not offered anything of value in exchange for the donation
- 19.6 The Administrator of the DAS State Personnel Classification and Compensation Section shall issue a decision in writing no later than fifteen work days from receipt of request, except in cases where State Personnel job description questionnaires or other relevant information must be collected from other employees, in which case the Administrator of the DAS State Personnel Classification and Compensation Section shall have up to forty-five work days from receipt of the request to issue a decision. The decision of the Administrator of the DAS State Personnel Classification and Compensation Section shall be implemented during the current or next pay period. An employee reclassified to a classification assigned to a lower minimum rate of pay may ~~have his/her salary reduced by~~ be placed on the nearest step in the new classification pay line that results in a decrease of up to 2.5% for each 7.5% between the minimum rates of pay of the former classification and the new classification with the resulting pay not being more than 5% above the maximum of that classification during the current or next pay period.
- 24.1 The terms and conditions of this Contract shall continue in full force and effect commencing on July 1, ~~2019~~2021, and terminating on June 30, ~~2021~~2023, unless the parties mutually agree in writing to extend any or all of the terms of this Contract.

ARTICLE 26- PERFORMANCE MANAGEMENT

26.1 General. Performance management is a process by which an employer involves its employees, either individually or in groups, in effective accomplishment of agency mission and goals. This process includes: planning work and setting expectations, continually monitoring performance, developing the capacity to perform, regularly evaluating performance and rewarding good performance.

26.2 Performance Standards/Expectations. Agencies shall establish performance standards and expectations for their employees and shall communicate such to each employee prior, or as soon as practical, to the outset of any evaluation period (annual or probationary). These performance standards and expectations will only be revised after reviewing with the employee. Any revisions shall be dated and shall not be applied retroactively. Performance standards and expectations shall be framed in SMART Goal format (specific, measurable, attainable, relevant, and time-bound) and fully consistent with an employee's assigned duties and responsibilities as described in his/her job description. Performance feedback, whether favorable or unfavorable, should be communicated to the employee early, often and appropriately.

26.3 Performance Evaluations. Agencies shall create a performance evaluation system that will evaluate employee performance as detailed below. Agencies shall regularly monitor employee performance and provide feedback to the employee. Performance evaluation systems must be approved by DAS State Personnel and shared with the union prior to implementation. Performance evaluations shall be prepared for all employees as indicated below:

a. Upon completion of the original probationary period.

b. On an annual calendar year basis with a final completion date to be determined by the agency or State Personnel no later than April 1.

c. Evaluation ratings will be based solely on the employee's performance.

26.4 Administration. After completion of the evaluation, the evaluation shall be reviewed by the evaluator's supervisor(s) prior to discussion with the employee.

26.4.1 Performance evaluations shall then be discussed with the employee, who shall have the right to add his/her comments. The signing of the performance evaluation by the employee does not signify the employee's agreement with the content, but only that he/she has seen the performance evaluation, that it has been discussed with the employee and that the employee has been given an opportunity to comment. The evaluator shall sign and date the performance evaluation. If the employee refuses to sign, the supervisor and witness shall document the employee's refusal on the employee's performance evaluation form. The employee may attach written comments regarding the evaluation if he/she desires. These comments shall be

submitted within 7 calendar days of the supervisor's performance evaluation discussion with the employee.

26.4.2 Each employee shall receive a copy of his/her performance evaluation and a copy of each performance evaluation shall be included in the employee's personnel file or kept electronically in the official system of record. The three most recent performance evaluations shall be retained in the employees personnel file or official system of record. At agency discretion, more than three may be maintained.

26.4.3 For any period in which a performance evaluation has not been made by its final completion date as set in accordance with 26.3, section (b), barring extenuating circumstances, performance shall be considered at least satisfactory. Performance evaluation ratings being used as a basis for selection or layoff shall be current. If there is no current evaluation in the personnel file, the employer shall use the most recent evaluation, unless it is more than three years old. If more than three years old, the employer shall use a satisfactory rating.

26.5 Appeal. If an employee receives an unsatisfactory performance evaluation for two consecutive calendar years at the same agency and division, and does not agree with the most recent performance evaluation, the employee may grieve the most recent performance evaluation in accordance with this labor contract. An employee may not grieve in accordance with this section if the employee has transferred from one agency or division to another during the intervening year since the performance evaluation for the first year was completed.

C.1.3 Employees classified as Children and Family Services Specialist and Developmental Disabilities Service Coordinator may choose to work up to 4 more hours in the work week if they have an assigned caseload, to include coverage cases, of greater than or equal to 120% of the recommended caseload. The Employer maintains the ability to determine when in the work week the additional hours will be worked.

C.2.9 If management chooses to "bid" schedule changes, bidding will be done on a seniority bases, beginning with the most senior employee using the total state adjusted seniority date.

C.2.10 The Employer will provide feedback to staff to ensure staff have the ongoing support regarding changes to processes, rules, regulations or similar changes to their work.

C.2.11 Employees will not have performance evaluations impacted by the use of approved sick or vacation leave considered "unplanned," unless a pattern of "unplanned" sick or vacation leave, or abuse of sick or vacation leave, is suspected.

- C.2.12 Productivity goals or standards will be adjusted for time that the employee is not at work on approved leave and is therefore unable to accomplish tasks related to the goal or standard. This section shall not serve the purpose of altering or modifying annual performance goals or standards.
- D.10 When vacancies occur, the Union and the Agency agree to provide either a labor or management replacement for the Safety Committees or the Employee Suggestion Committee within 15 workdays of written notification from the Transportation Human Resources Division. The Union will provide a list of union contacts to the Human Resources Administrator for notification of committee vacancies. In the event the Union does not select an employee representative for the Safety Committee within 90 days of vacancy, the Agency will select an employee to sit on the Safety Committee.
- L.4 Except in the case of emergency, if Unemployment Adjudicators and Claims Specialists, or employees of NDOL assigned to perform Unemployment Adjudicator or Claims Specialist duties on a temporary basis are assigned mandatory overtime, the employees will be given 72 hours' advance notice prior to the mandatory overtime assignment. For purposes of this section, emergency shall mean an unexpected, unforeseen or unanticipated event that adversely affects the processing or adjudication of unemployment claims.
- L.4.1 During the term of this agreement, except in the case of emergency, if mandatory scheduled overtime is required, NDOL will attempt to provide flexible arrangements for working the required number of hours where reasonably possible. Alternatives such as earlier morning or later evenings will be considered on an individual, case-by-case basis. For purposes of this section, emergency shall mean an unexpected, unforeseen or unanticipated event that adversely affects the processing or adjudication of unemployment claims.
- L.5 During the term of this contract, a Labor/Management Committee for the Unemployment Benefits Unit will be convened on a quarterly basis to discuss expectations surrounding workload, reporting, and other goals.
- Q.8 For Military Firefighters all sick leave shall be forfeited upon separation from employment, except that an employee age 55 or above, or of a younger age if the employee meets all criteria necessary to retire under the primary retirement plan covering his/her State employment, or at death, shall receive a one-time payment of one quarter of his/her accumulated sick leave not to exceed 672 hours. An employee may only receive this payout once no matter how many times the employee is re-employed with the State. A retiree returning to state employment will begin earning vacation and sick leave at the beginning earning rate of a newly hired employee.

Q.9 NEMA Watch Officer Schedule. The Watch Officer schedule will be posted annually (during the fourth quarter of the year) which identifies available shifts for the next calendar year and the first week of the future calendar year.

Eligible staff members shall be contacted via email and shall be required to notify the Watch Center Supervisor of shifts that they are not available to work. All NEMA employees, with exception of staff within the Administrative Section, shall be required to fulfill the shifts within the Watch Officer schedule. Eligible employees include those who have successfully completed the six-month probationary period with NEMA as well as the required Watch Officer Training. Rare exceptions may be made to the six-month requirement based on staffing shortfalls, direct supervisor approval and relevant experience.

Q.10 The annual Watch Officer schedule shall be created based on employee availability and eligibility. The number of shifts shall be split as equally as possible among those eligible to work the Watch Officer shifts. Staff must serve as the Back-Up Watch Officer prior to being scheduled as the primary Watch Officer.

Q.11 Should an on-call shift become vacant after the finalization of the schedule, the on-call shift shall be filled by first soliciting volunteers. If there are multiple volunteers, the shift will be assigned to the most senior employee (using state adjusted seniority date) on a rotational basis. If there are no volunteers, the shift will be assigned to the least senior employee (using state adjusted seniority date) on a rotating basis. 24 hours' notice will be provided to an employee if they are chosen to fill a vacant position, except when an emergency precludes the agency from providing 24 hours' notice. If an employee desires to trade shifts, the employee may work with other employees to identify a replacement. The employee must communicate that replacement's name to the Watch Officer Supervisor if an agreement has been reached. If the employee is unsuccessful, then the replacement would be requested through the normal email process. However, if no one is available, the originally scheduled employee shall be required to work the schedule. If there are extenuating circumstances for the individual originally scheduled, the Watch Center Supervisor will assign a replacement based on seniority on a rotating basis.

Q.12 In the event of an emergency or disaster assignment of staff shall take place as follows:

- a) The Assistant Director or designee shall assign additional staff to fulfill Watch Officer requirements or support the operations of the Watch Center.
- b) The Assistant Director, or designee, shall identify or assign staff to the Watch Officer role, in the event the scheduled staff member must be reassigned to address other responsibilities associated with an emergency or disaster.
- c) Assignments will be made at the discretion of the Assistant Director or designee.

~~R.1 — Prior to making any proposed changes in the Flex Time Policy dated December 11, 1992, the Employer agrees to discuss said proposed changes with a Labor Management Committee.~~

~~R.2 — The Employer agrees that all procedures for phone monitoring shall be a proper topic of a Labor Management Committee. This article shall not restrict the Employer from implementing phone monitoring at any time.~~

S.4 At the Department of Motor Vehicles employees may be subject to audio monitoring and recording in the workplace to ensure workplace safety and for training purposes. Audio recording shall not be used for performance monitoring or evaluation and shall not be used as a basis for discipline by the Employer. Audio monitoring and recording shall be limited to public facing workspaces and shall not include breakrooms or common areas not accessible to the public.

U.2 The State Fire Marshal will provide, ~~at the bargaining unit member's choice,~~ a separate land line business telephone or cell phone, for the Underground Fuel Storage inspectors in the State Fire Marshal Fuels Division.

~~U.3 — Black uniform pants and blue uniform shirts shall be worn by employees classified as Fire Marshal Deputy/Flammable Liquids for all inspections, investigations, public presentations and programs. Fire Marshal Deputies/Flammable Liquids have the option of requesting cotton or polyester uniforms.~~