

Summary of Changes for the State of Nebraska and SCATA 2021-2023 Labor Contract

The following are changes to the 2021-2023 Labor Contract between the State of Nebraska and SCATA 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

Appendix A

- On July 1, 2021 the salary schedule base will be increased by 1.5%.
- On July 1, 2022 the salary schedule base will be increased by 2.01%.

SUBSTANTIVE CHANGES

Article 6.19	Clarified that teachers <i>shall</i> rather than <i>may</i> be compensated at the rate of \$25.00 per class period to give up planning time to substitute when approved by the Principal.
Article 7.2 and 7.3	Provisions added to allow teammates to file a grievance on behalf of a class of similarly situated teammates.
Appendix A	Updated the Salary Schedule according to percentage increases.

CONTRACT UPDATES AND CLEAN UP

Article 6.1	Dates Updated.
Article 6.3.4	Updated to clarify inclusion of all YRTC system facilities.
Article 6.6	Updated to include YRTC-Lincoln employment period.
Article 8.19	Updated Vacation Session Schedules

State of Nebraska and SLEBC 2021-2023 Labor Contract

Language Changes

- 6.1 The term of this contract shall be July 1, ~~2019~~2021 through June 30, ~~2021~~2023.
- 6.3.4 At YRTC ~~Kearney~~ system facilities, prior to an increase being made in the time teachers are in contact with students in the classroom, a labor-management committee, consisting of three Union representatives and three Employer representatives, will be convened. The labor-management committee, after discussing the issues involved, will make a recommendation to the Department of Health and Human Services, concerning the increase in classroom student contact time. The Department of Health and Human Services shall give the recommendation serious consideration, in making a decision, but shall not be required to implement the recommendation.
- 6.6 The annual employment period shall be 188 days for teachers employed at YRTC-Kearney; 185 days for teachers employed at YRTC-Geneva; 188 days for teachers employed at YRTC-Lincoln; 188 days for teachers employed at LRC; and 188 days for teachers employed at HRC. Within the above contract days at YRTC-Kearney, YRTC-Geneva, HRC, and LRC shall be at least six non-student contact days per year with at least one-half day at the end of each grading period with no mandatory training during these one-half days, as part of the school calendar.

As appropriate, DHHS teachers may be offered an extended contract at per diem rate for any needed additional work for compliance standards or for any needed additional work or special project.

The annual employment period shall be 222 contract days for full-time teachers employed at CCCL, CCCO, DEC, NCCW, OCC, NSP, LCC, TSCI and WEC. Designated full-time teachers at DCS facilities and all full-time teachers at NCYF shall be employed for 234 contract days. Contract days for DCS full-time teachers shall be eight hours a day unless the teacher's schedule is flexed pursuant to paragraph 6.3.1.

With approval by the designated official, a DCS teacher with 222 contract days or 234 contract days can work a flex schedule that will result in the teacher working the number of hours times eight required to equal the number of contract days.

Teachers at DCS who work less than eight hours a day for a specified number of contract days shall have their leave prorated in proportion to the percentage of an eight-hour day the teacher works.

- 6.19 A good faith effort will be made to secure an outside substitute before a bargaining unit teacher is asked to serve as a substitute. Aides shall not be assigned teaching duties, per state law and regulations.

At YRTC Kearney and YRTC Geneva, teachers ~~may~~ shall be compensated at the rate of \$25.00 per class period with prior approval from the Principal, to give up their planning time to substitute teach a single class.

Substitute teachers at DCS facilities shall be approved by DCS.

- 7.2 Definition of Grievance: Any written claim or claims by a bargaining unit teacher or group of teachers that there has been a violation, misinterpretation, or misapplication of the terms of this agreement. The grievance must be signed by ~~all aggrieved teachers~~ at least one aggrieved employee.
- 7.3 Definition of Grievant: Bargaining unit teacher or group of teachers making the claim as described in the definition of grievance. Nothing contained herein shall prevent an aggrieved employee from filing a grievance on behalf of a class of similarly situated employees.
- 8.19 HRC and LRC will hold school year round. Teachers at HRC and LRC will work 188 days during the contract year. The school year will be divided into five segments (Sessions 1-5) consisting of 47 school days. Each teacher will be assigned to work four of the five segments. The determination of which segments a teacher will be assigned to work shall be established by State seniority. Management, at its discretion, will include days on which all teachers will be on leave (for example Winter break, Spring Break, etc.). These days do not count toward the 188 contract days.

At DCS Teachers will be on leave on the twelve statutory holidays and on any day declared as a holiday by the President or the Governor. These days are considered non contract days.

Teacher Vacation Session Schedule For LRC ~~2019-2020~~ 2021-2022 (Morton)

Session 1	7-2-19	-	9-4-19
Session 2	9-9-19	-	11-8-19
Session 3	11-13-19	-	1-29-20
Session 4	2-3-20	-	4-10-20
Session 5	4-15-20	-	6-17-20
<u>Session 1</u>	<u>7-1-21</u>	<u>-</u>	<u>9-7-21</u>
<u>Session 2</u>	<u>9-8-21</u>	<u>-</u>	<u>11-11-21</u>
<u>Session 3</u>	<u>11-12-21</u>	<u>-</u>	<u>1-31-22</u>
<u>Session 4</u>	<u>2-1-22</u>	<u>-</u>	<u>4-13-22</u>
<u>Session 5</u>	<u>4-14-22</u>	<u>-</u>	<u>6-20-22</u>

Teacher Vacation Session Schedule For LRC ~~2020-2021~~ 2022-2023 (Morton)

Session 1	7-2-20	-	9-3-20
Session 2	9-9-20	-	11-10-20
Session 3	11-13-20	-	1-28-21
Session 4	2-2-21	-	4-12-21
Session 5	4-15-21	-	6-17-21
<u>Session 1</u>	<u>7-1-22</u>	<u>-</u>	<u>9-7-22</u>
<u>Session 2</u>	<u>9-8-22</u>	<u>-</u>	<u>11-11-22</u>
<u>Session 3</u>	<u>11-14-22</u>	<u>-</u>	<u>1-31-23</u>
<u>Session 4</u>	<u>2-1-23</u>	<u>-</u>	<u>4-13-23</u>
<u>Session 5</u>	<u>4-14-23</u>	<u>-</u>	<u>6-20-23</u>

Teacher Vacation Session Schedule For HRC ~~2019-2020~~ 2021-2022 (NYA)

Session 1	7-2-19	-	9-4-19
Session 2	9-9-19	-	11-8-19
Session 3	11-13-19	-	1-29-20
Session 4	2-3-20	-	4-10-20
Session 5	4-15-20	-	6-17-20
<u>Session 1</u>	<u>7-1-21</u>	<u>-</u>	<u>9-7-21</u>
<u>Session 2</u>	<u>9-8-21</u>	<u>-</u>	<u>11-11-21</u>
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<u>Session 5</u>	<u>4-14-22</u>	<u>-</u>	<u>6-20-22</u>

Teacher Vacation Session Schedule For HRC ~~2020-2021~~ 2022-2023 (NYA)

Session 1	7-2-20	-	9-3-20
Session 2	9-9-20	-	11-10-20
Session 3	11-13-20	-	1-28-21
Session 4	2-2-21	-	4-12-21
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